



"No Limitations"

KMM Services, Inc.
5433 El Camino Ave., Suite 5
Carmichael, CA 95608

February 20, 2020

Marcia Bernard
Director of Instructional Technology
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Project: Technology Infrastructure master plan development

Dear Marcia,

KMM Services, Inc. (KMM) is pleased to provide this fee proposal to the School District for the development of a Technology Infrastructure Master Plan.

1.0 Project description

1.1 Overview:

- A. The project consists of developing a Technology Infrastructure Master Plan to assist the district in upgrading all the district's facilities as it relates to its networking infrastructure. The plan will evaluate existing sites, review upgrade required, meet with the District's Technology staff to review the suggested upgrades. Once the upgrades are agreed upon, a budget by site along with a phased project schedule over several years will be prepared and included in the master plan.
- B. We would propose the following timeline as a guide to the development of this document:
 1. February 2020:
 - a. Review scope of work and finalize contract.
 2. March 2020:
 - a. Gather background information for the document.
 - b. Site visits to review existing conditions.
 - c. Prepare an outline draft for review.
 3. April 2020:
 - a. Finalize District Technical Specifications.
 - b. Budget development, based on the findings from Scope of Services, 2.1
 - 1) Exterior and interior pathways and considerations.
 - 2) Minimum Point of Entry (MPOE) location and inventory documented.
 - 3) Main Distribution Frame (MDF) evaluation and recommendations.
 - a) Cabinets / racks
 - b) Access control / locks
 - c) Environmental recommendations (cooling)
 - d) Electrical requirements



- 4) Intermediate Distribution Frame (IDF) evaluation and recommendations.
 - a) Cabinets / racks
 - b) Access control / locks
 - c) Environmental recommendations (cooling)
 - d) Electrical requirements
- 5) Uninterrupted Power Supply (UPS) battery backup recommendations for MDF and IDFs.
- 6) Fiber backbone upgrade recommendations, including termination components and cable.
- 7) Copper horizontal cabling (Cat-6 / Cat-6A) upgrade recommendations
- 8) Active equipment such as
 - a) Fire walls
 - b) Data switches-port quantity and power over ethernet (PoE) analysis and recommendations.
 - c) Wireless Controllers and Access Points
- c. Implementation schedule development.
- d. Produce final document.

2.0 Scope of Services

2.1 Technology Infrastructure Systems to be included in this master plan development:

- A. Exterior and interior pathways and considerations.
- B. Minimum Point of Entry (MPOE) location and inventory documented.
- C. Main Distribution Frame (MDF) evaluation and recommendations.
 1. Cabinets / racks
 2. Access control / locks
 3. Environmental recommendations (cooling)
 4. Electrical requirements
- D. Intermediate Distribution Frame (IDF) evaluation and recommendations.
 1. Cabinets / racks
 2. Access control / locks
 3. Environmental recommendations (cooling)
 4. Electrical requirements
- E. Uninterrupted Power Supply (UPS) battery backup recommendations for MDF and IDFs.
- F. Fiber backbone upgrade recommendations, including termination components and cable.
- G. Copper horizontal cabling (Cat-6 / Cat-6A) upgrade recommendations
- H. Active equipment such as
 1. Fire walls
 2. Data switches-port quantity and power over ethernet (PoE) analysis and recommendations.
 3. Wireless Controllers and Access Points



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- I. Budget development for planning purposes
- J. Phased multi-year schedule for upgrades for planning purposes

2.2 Specifications and/or Features covered by this proposal:

- A. Develop District master specifications that can be used by the various design teams for District projects. The design standards will cover the following sections:
 - 1. Div 27 05 00 - Common Work Results for Communication
 - 2. Div 27 11 00 – Equipment Rooms and Enclosures (racks, UPS, etc.)
 - 3. Div 27 11 23 - Communication Cable Management and Ladder Rack
 - 4. Div 27 13 00 - Communication Backbone Cabling
 - 5. Div 27 15 00 - Communication Horizontal Cabling
 - 6. Div 27 16 00 – Connecting Cords

Extra services not included

3.0 Special Studies:

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.

3.1 Services NOT included:

- A. The following system or services are not included in this proposal:
 - 1. Underground conduit locating services.
 - 2. Design or redesign of existing MPOE / MDF or IDF location.
 - 3. Design or redesign / modernization of existing voice and data horizontal cable plant.
 - 4. New design of backbone or feeder cabling from / to MPOE - MDF -/ IDFs.
- B. Employment of special sub-consultants.
- C. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- D. Preparation of maintenance or operating manuals.
- E. System commissioning.

4.0 Additional understandings

4.1 Materials and Services Provided by Davis JUSD:

- A. Detailed information, as required, on District furnished equipment such as Switches, Wireless Access Points and other active equipment that the district requires to have as part of the network.

Terms and conditions of service

4.2 Warranty:

KMM makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these were promulgated after being prepared in accordance with generally accepted professional engineering practices.



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4.3 Third Party Liability:

KMM does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

4.4 Insurance Limits:

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$1,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

4.5 Termination of Agreement.

If KMM fails to perform its duties to the satisfaction of the Davis Joint Unified School District (DJUSD), or if KMM fails to fulfill in a timely and professional manner its obligations under this agreement, or if KMM violates any of the terms or provisions of this agreement, then DJUSD shall have the right to terminate this agreement effective immediately upon DJUSD giving written notice thereof to KMM. Either party may terminate this agreement on 30 days' written notice. DJUSD shall pay KMM for all work satisfactorily completed as of the date of notice.

4.6 Segregation of Contract:

The quoted fee and fee apportionments are predicated upon a single contract covering all the work described herein. If only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

4.7 Documents:

The documents prepared by KMM, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement.

5.0 Compensation

5.1 Basic Services:

Service described under Paragraph 2.0, Scope of Services, will be performed on a Time and Material (T&M) basis, not to exceed: **Seventy-Seven Thousand Eight Hundred Sixty-Five and no/100, (\$77,865.00)** without prior DJUSD approval. The anticipated resource hours are outlined in Exhibit A attached at the end of this proposal.

5.2 Extra Services:

Compensation for Extra Services as defined in Paragraph 3.0 shall be paid hourly for all authorized services rendered and at the rates indicated below:

- A. Senior Engineer \$165/hour
- B. Engineer / Designer / Technical consulting \$145/hour
- C. CAD Technician \$90/hour
- D. Administration \$75/hour



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6.0 Payment

Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days' delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

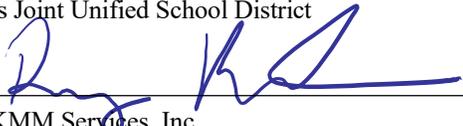
It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____
Davis Joint Unified School District

Date: _____

By:  _____
For KMM Services, Inc.
Ronny Kagstrom, CEO / President

Date: January 21, 2020



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EXHIBIT A

DJUSD - TECHNOLOGY SERVICES INFRASTRUCTURE MASTER PLAN										\$ 145.00
TASKS					Est. Qty	Est. Hrs	Staff	Total Est. hrs	Hrly. Rate	
February / March: Meetings with IT					3.00	3.00	2	18	\$	2,610.00
Priority group	Site walks-document (ext. path / MDF / IDF review / int. path / Int. environment, etc.)	MDF #	IDF	LAN fiber Y/N						
1	Davis Senior High School	1	33	Y	3.00	8.00	1	24	\$	3,480.00
2	Da Vinci High School	1	10	Y	2.00	8.00	1	16	\$	2,320.00
2	Frances Ellen Watkins Harper Junior High	1	11	Y	2.00	8.00	1	16	\$	2,320.00
2	Oliver Wendell Holmes Junior High	1	15	Y	2.00	8.00	1	16	\$	2,320.00
2	Ralph Waldo Emerson Junior High	1	16	Y	2.00	8.00	1	16	\$	2,320.00
3	Birch Lane Elementary	1	12	Y	2.00	8.00	1	16	\$	2,320.00
3	César Chávez Elementary	1	10	Y	2.00	8.00	1	16	\$	2,320.00
3	Fairfield Elementary	1	0	N	1.00	4.00	1	4	\$	580.00
3	Fred T. Korematsu Elementary	1	7	Y	1.00	6.00	1	6	\$	870.00
3	Marguerite Montgomery Elementary	1	7	Y	1.00	6.00	1	6	\$	870.00
3	North Davis Elementary	1	12	Y	2.00	8.00	1	16	\$	2,320.00
3	Patwin Elementary	1	15	Y	2.00	8.00	1	16	\$	2,320.00
3	Pioneer Elementary	1	11	Y	2.00	8.00	1	16	\$	2,320.00
3	Robert E. Willett Elementary	1	8	Y	1.00	6.00	1	6	\$	870.00
4	District Office/Davis School for Independent Study	1	3	Y	1.00	4.00	1	4	\$	580.00
4	Martin Luther King, Jr High School	1	2	N	1.00	4.00	1	4	\$	580.00
4	Operations Center	1	0	N	1.00	4.00	1	4	\$	580.00
	MDF / IDF pics, doc (E) and (N)			No. of Sites	17.00	1.00	1	17	\$	2,465.00
	(N) Proposed fiber riser			No. of Sites	17.00	1.00	1	17	\$	2,465.00
	Copper horizontal (rooms / WAPs / future VoIP, access, etc.)			No. of Sites	17.00	4.00	1	68	\$	9,860.00
	MPOE ID / Fiber			No. of Sites	17.00	1.00	1	17	\$	2,465.00
	Draft Master plan writeup for new IDF transitions PoE expectations / systems UPS run time			No. of Sites	17.00	3.00	1	51	\$	7,395.00
	District standardized Technical Specifications developed 27 05 00 - Common-Work-Results for Communication 27 11 00 - Equip Rooms and Enclosures 27 11 23 - Communication Cable Management & Ladder Rack 27 13 00 - Communication-Backbone-Cabling 27 15 00 - Communication-Horiz-Cabling 27 16 00 - Connecting Cords			No. of Spec Sections:	6.00	4.00	1	24	\$	3,480.00
	Final draft and review with IT			No. of Sites	17.00	2.00	1	34	\$	4,930.00
	Budget development for each site, including cost for design, construction, hardware acquisition, etc.			No. of Sites	17.00	2.00	1	34	\$	4,930.00
	Meeting with district to prioritize based on budget				2.00	2.00	1	4	\$	580.00
	Phased schedule for implementation			No. of Sites	17.00	2.00	1	34	\$	4,930.00
	Final writeup and meeting(s) to review final document			No. of Sites	17.00	1.00	1	17	\$	2,465.00
									Proposed T&M Fee:	\$ 77,865.00
									Average per site fee:	\$ 4,580.29



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Angela N. Borg PHONE (A/C. No. Ext): 510-465-3090 E-MAIL ADDRESS: aborg@dealeyrenton.com		FAX (A/C. No.): 510-452-2193
	INSURER(S) AFFORDING COVERAGE		
INSURED KMM Services, Inc. 5433 El Camino Ave. Suite 5 Carmichael CA 95608	INSURER A: American Insurance Company INSURER B: American Automobile Ins. Co. INSURER C: Travelers Casualty&Surety Co of Amer. INSURER D: INSURER E: INSURER F:		NAIC # 21857 21849 31194

COVERAGES

CERTIFICATE NUMBER: 1270048056

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AZC80926905	4/10/2019	4/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MZA80338126	4/10/2019	4/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AZC80926905	4/10/2019	4/10/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0082921901	4/10/2019	4/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		Y	105761570	4/10/2019	4/10/2020	\$1,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

****SAMPLE****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg

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Workers' Compensation and Employers' Liability Insurance Policy Waiver of Our Right to Recover From Others Endorsement - California WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured KMM Services, Inc.

Policy Number SCW0082921901

Producer Dealey, Renton & Associates

Effective Date 04/10/2019

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

Additional Premium %

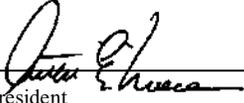
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary 

President 

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

- f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
 - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies: