



"No Limitations"

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

September 4, 2020

David Burke  
Director of Facilities, Maintenance, and Operations  
Davis Joint Unified School District  
1919 5th Street | Davis, CA 95616

Project: Facilities PROGRAM LEVEL Support for the fiscal year 2020-2021

Dear Dave,

KMM Services, Inc. (KMM) is pleased to provide this fee proposal to the School District for assistance and program level support.

## **1.0 Project description**

### **1.1 Overview:**

KMM will, as requested, assist in the development, planning and review of items relating to existing and upcoming bond program projects as they relate to Technology and Fire-Life-Safety systems' recommendations, planning and implementation.

## **2.0 Scope of Services**

### **2.1 KMM will provide the following services relating to Technology and Fire-Life-Safety (F-L-S) Systems:**

- A. Meetings, both via conference calls and in-person meetings as requested by the District and its designated representatives.
- B. Review existing and upcoming standards and design as they relate to Technology and F-L-S systems.
- C. The following CSI format divisions / systems are covered under this proposal:
  - 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
  - 7. Div. 27 41 00, Audio Visual Systems
  - 8. Div. 27 51 23, Educational Intercom
  - 9. Div. 27 53 13, Clock Systems
  - 10. Div. 28 10 00, Electronic Access Control
  - 11. Div. 28 20 00, Video Surveillance
  - 12. Div. 28 31 00, Intrusion Detection Alarm and Monitoring
  - 13. Div. 28 46 00, Fire Detection and Alarm



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### **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. Employment of special sub-consultants.
- B. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- C. Preparation of maintenance or operating manuals.
- D. System commissioning.

### **4.0 Additional understandings**

#### **4.1 Materials and Services Provided by Davis JUSD:**

- A. N/A

### **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.

#### **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.



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#### 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 344 hours, totaling **Forty-Nine Thousand Eight Hundred Eighty and no/100, (\$49,880.00)** 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. Engineer / Designer / Technical consulting \$145/hour

#### 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.

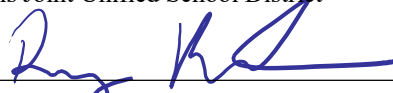
It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

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: September 04, 2020