

**CONTRACT NAME: AGREEMENT BETWEEN KMM SERVICES, INC. AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Prepare Computer Aided Design and Drafting (CAD) floor plan backgrounds for all DJUSD facilities. These background CAD drawings are necessary to support Measure M projects.

FISCAL IMPACT: The \$51,775 cost of these services will be covered in the Building Fund from Measure M bond revenue.



KMM Services, Inc.
5433 El Camino Ave., Suite 5
Carmichael, CA 95608
Phone: 916.359.4000

January 2, 2019

David Burke, Director of Facilities
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Project: Multiple sites electronic CAD preparation

Subject: Proposal to converting existing electronic site building plan to CAD format.

Dear Dave,

KMM Services, Inc. (KMM) is pleased to provide this fee proposal for the above-mentioned project.

1.0 Project description

1.1 Overview:

- A. It is Davis Joint Unified School District's (DJUSD) desire to convert existing electronic building site plan of the following sites to AutoCAD format:
1. Chavez ES, 1221 Anderson Road, Davis, CA 95616
 2. Fairfield ES, 26960 Co. Road 96, Davis, CA 95616
 3. Korematsu ES, 3100 Loyola Drive, Davis, CA 95618
 4. Montgomery ES, 1441 Danbury Street, Davis, CA 95618
 5. North Davis ES, 555 E. 14th Street, Davis, CA 95616
 6. Pioneer ES, 5215 Hamel Street, Davis, CA 95618
 7. Willett ES, 1207 Sycamore Lane, Davis, CA 95616
 8. Valley Oaks ES, 1400 E. 8th Street, Davis, CA
 9. Emerson Jr. Hi., 2121 Calaveras Avenue, Davis, CA 95616
 10. Harper Jr. Hi., 4000 E. Covell Blvd., Davis, CA 95618
 11. Holmes Jr. Hi., 1220 Drexel Drive, Davis, CA 95616
 12. Davis Sr. HS, 315 West 14th Street, Davis, CA 95616
 13. Martin Luther King Cont. HS, 635 B Street, Davis, CA 95610
 14. Patwin ES, 2222 Shasta Drive, Davis, CA 95616
 15. District Office, 526 B Street, Davis, CA 95616



16. Birch Lane- Complete

2.0 Scope of Services

2.1 Building Site Plans generated into CAD format:

1. Gather, under direction of district representative, available electronic site and building files for the campus.
2. Review existing electronic site and building files to determine the file that most accurately depict the existing campus layout of the buildings.
3. Convert existing electronic file(s) (PDF / TIFF / JPEG) into a usable CAD building floor plan.
4. Visit school site to confirm measurements between buildings to the newly generated CAD file.
5. Develop a unique room ID for each of the spaces on the campus. Some examples of this would be:
 - a. 100.00 and sequentially 101.00, 102.00, 103.00, etc. throughout the classroom wing – classrooms with direct access from exterior or interior hallway.
 - b. 100.01 – workroom accessible from classroom 100.00
 - c. Each of these unique IDs would be placed on the building floor plan in CADD format as well as placed on an Excel spread sheet, both which will be delivered to the district electronically for review and approval.
 - 1) The Excel spreadsheet format will be reviewed with district representative to make sure format and base column information is set up.

3.0 Additional understandings

3.1 Materials and Services Provided by DJUSD:

- A. Electronic files (PDF / TIFF / JPEG) of the site. DJUSD will assist in locating files and coordinate the transmittal of files from Architects and other consultants as required.
- B. Reproduction of drawings and other documents for in-house distribution.
- C. Access to sites and buildings after school hours if requested by KMM.

4.0 Terms and conditions of service

4.1 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.



"No Limitations"

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4.2 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.

4.3 Insurance Limits:

Fees offered 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.

4.4 Termination of Agreement.

If KMM fails to perform its duties to the satisfaction of **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 the 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.

4.5 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.

4.6 Documents:

The documents prepared by the Consultant, 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 for the Not-To-Exceed fee of **FIFTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 (\$51,775.00)** as outlined and broken down below:



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| SITE/ PROJECT/ TASK | BUDGET | | BUDGET LINE TOTAL | Qty of sites | TOTALs |
|---|---------------|----------------|-------------------------|-----------------|--------------|
| | TASK HOURS | HOURLY RATE | | | |
| Sites with Enrollment less than 100 students | | | | | |
| Fairfield ES | | | | | |
| Martin Luther King Cont. HS. | | | | | |
| No CADD files available: | | | | | |
| Trace / digitize building outlines | 3.00 | \$ 95.00 | \$ 285.00 | | |
| Site visit to confirm dimensions | 4.00 | \$ 95.00 | \$ 380.00 | | |
| CADD updates as needed | 8.00 | \$ 95.00 | \$ 760.00 | | |
| 2nd site visit for final confirmation | 4.00 | \$ 95.00 | \$ 380.00 | | |
| | | | | | |
| Not-to-Exceed (NTE) | 19.00 | | \$ 1,805.00 | 2 | \$ 3,610.00 |
| Sites with Enrollment between 100 and 600 students / Admin site | | | | | |
| Emerson Jr. Hi. | | | | | |
| Korematsu ES | | | | | |
| Montgomery ES | | | | | |
| North Davis ES | | | | | |
| Patwin ES | | | | | |
| Pioneer ES | | | | | |
| Willett ES | | | | | |
| Valley Oaks ES | | | | | |
| District Office | | | | | |
| No CADD files available: | | | | | |
| Trace / digitize building outlines | 3.00 | \$ 95.00 | \$ 285.00 | | |
| Site visit to confirm dimensions | 8.00 | \$ 95.00 | \$ 760.00 | | |
| CADD updates as needed | 16.00 | \$ 95.00 | \$ 1,520.00 | | |
| 2nd site visit for final confirmation | 6.00 | \$ 95.00 | \$ 570.00 | | |
| | | | | | |
| Not-to-Exceed (NTE) | 33.00 | | \$ 3,135.00 | 9 | \$ 28,215.00 |
| Sites with Enrollment between 601 and 1000 students | | | | | |
| Chavez ES | | | | | |
| Harper Jr. Hi. | | | | | |
| Holmes Jr. Hi. | | | | | |
| No CADD files available: | | | | | |
| Trace / digitize building outlines | 4.00 | \$ 95.00 | \$ 380.00 | | |
| Site visit to confirm dimensions | 12.00 | \$ 95.00 | \$ 1,140.00 | | |
| CADD updates as needed | 24.00 | \$ 95.00 | \$ 2,280.00 | | |
| 2nd site visit for final confirmation | 8.00 | \$ 95.00 | \$ 760.00 | | |
| | | | | | |
| | 48.00 | | \$ 4,560.00 | 3 | \$ 13,680.00 |
| Sites with Enrollment in excess of 1000 students | | | | | |
| Davis Sr. HS. | | | | | |
| No CADD files available: | | | | | |
| Trace / digitize building outlines | 6.00 | \$ 95.00 | \$ 570.00 | | |
| Site visit to confirm dimensions | 16.00 | \$ 95.00 | \$ 1,520.00 | | |
| CADD updates as needed | 32.00 | \$ 95.00 | \$ 3,040.00 | | |
| 2nd site visit for final confirmation | 12.00 | \$ 95.00 | \$ 1,140.00 | | |
| | | | | | |
| | 66.00 | | \$ 6,270.00 | 1 | \$ 6,270.00 |

Total sites of proposal: 15
 Total Not-to-exceed proposal: \$ 51,775.00



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5.2 Extra Services:

Compensation for Extra Services, if required, shall be paid hourly for all authorized services rendered and at the rates indicated below:

- | | |
|--------------------------------|------------|
| A. Technical consultant | \$125/hour |
| B. CAD and drafting technician | \$90/hour |
| C. Administrative staff | \$75/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: _____ Date: _____
For Davis Joint Unified School District

By: _____ Date: January 2, 2019
For KMM Services, Inc.
Ronny Kagstrom, President