

August 11, 2020

Dave Burke  
Director of Facilities, Maintenance and Operations  
Davis Joint Unified School District  
526 B Street  
Davis, CA 95616

Subject: Proposal and Letter of Engagement for Accounting Services and Master Program Workbook  
(MPW) Maintenance and Support for Measure M Bond Program

Dear Mr. Burke:

Capital Program Management, Inc., ("CPM") is pleased to provide this Proposal and Letter of Engagement to Davis Joint Unified School District for accounting services related to the Measure M Bond Program. A general description of the Scope of Services under this proposal is described in Exhibit A.

CPM represents that it is skilled in performing work of a similar nature and will perform its work in accordance with the applicable professional standard of care. CPM will commence its work promptly upon Board approval and shall continue until December 31, 2020 or until notified by you that CPM's services are no longer required.

CPM shall be compensated for performance of the Services based upon hours actually expended in performing the services per Exhibit A, at the rates established in Exhibit B, for an estimated fee budget of Nine Thousand Five Hundred Dollars (\$9,500), including reimbursable expenses incurred as provided in Exhibit C.

Attached to this letter, as Exhibit D, are the Standard Terms of our Services. The Standard Terms, along with the terms set forth in this letter and its Exhibits constitute the entire Agreement for our Services. Please sign this letter where indicated and initial each page of the attached Standard Terms. Please keep a copy of this letter for your records.

We look forward to continue working with Davis Joint Unified School District to provide accounting services and being part of the Team to make Measure M a successful Bond Program.

Sincerely,  
CAPITAL PROGRAM MANAGEMENT, INC.



Mr. Mark Rosson  
President

Encl.: Exhibit A - Scope of Services  
Exhibit B - Schedule of Hourly Rates  
Exhibit C - Allowable Reimbursable Expenses  
Exhibit D - Standard Terms

The undersigned hereby approves the foregoing Agreement for professional services comprised of this letter, its Exhibits and the accompanying Standard Terms.

For: Davis Joint Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **ACCOUNTING SERVICES FOR THE MEASURE M BOND PROGRAM**

##### **Accounting Services for the Measure M Bond Program:**

This proposal is for services to assist District personnel in the ongoing maintenance of CPM's Master Program Workbook (MPW) recently implemented at the District and is based on an estimated eight hours of support for the next six months, through December 31, 2020. Support will be provided on an "on-call" basis at the District's discretion and may be provided in person or via virtual zoom meetings, as desired by the District. Services may include assistance in preparation of quarterly CBOC reports, assistance with reconciling the MPW with the District's accounting system, additional training and/or any other accounting related services the District deems necessary to effectively manage their Measure M Bond Program.

**EXHIBIT B**

**SCHEDULE OF HOURLY RATES**

|  | <b>Davis Joint Unified School District<br/>Master Schedule of Hourly Rates</b>   | <b>2020</b>   | <b>2021</b>   |
|--|--|---|---|
| <b>PIC</b>   | President<br>Vice President<br>Principal-In-Charge   | \$197<br>\$197<br>\$197   | \$200<br>\$200<br>\$200   |
| <b>Planning &amp; Project/Construction<br/>Management Practice</b> | Program Director<br>Senior Project/Construction Manager<br>Project/Construction Manager<br>Assistant Project/Construction Manager<br>Project Coordinator II<br>Project Coordinator I<br>Senior Estimator<br>Estimator<br>Senior Scheduler<br>Scheduler<br>Clerical | \$197<br>\$186<br>\$174<br>\$152<br>\$135<br>\$96<br>\$174<br>\$135<br>\$174<br>\$135<br>\$58 | \$200<br>\$189<br>\$177<br>\$154<br>\$137<br>\$97<br>\$177<br>\$137<br>\$177<br>\$137<br>\$59 |
| <b>Budget &amp;<br/>Accounting Practice</b>                        | Director of Budget & Accounting<br>Budget & Accounting Manager<br>Applications Specialist<br>Senior Budget Analyst<br>Budget Analyst<br>Asst. Budget Analyst   | \$197<br>\$186<br>\$174<br>\$174<br>\$135<br>\$102  | \$200<br>\$189<br>\$177<br>\$177<br>\$137<br>\$104  |
| <b>Contract<br/>Management<br/>Practice</b>                        | Director of Contract Management<br>Senior Contract Manager<br>Contract Manager<br>Contract Administrator<br>Assistant Contract Administrator   | \$197<br>\$186<br>\$174<br>\$152<br>\$102   | \$200<br>\$189<br>\$177<br>\$154<br>\$104   |
| <b>Educational<br/>Technology &amp;<br/>Low Voltage</b>            | Director of Education Technology<br>Senior Ed-Tech Manager<br>Ed-Tech Manager<br>Assistant Ed-Tech Manager<br>Drafter  | \$197<br>\$186<br>\$174<br>\$152<br>\$122   | \$200<br>\$189<br>\$177<br>\$154<br>\$124   |

Reimbursable Expenses\* - 5% mark-up

\* Note that the only reimbursable expenses are for reprographics and postage.

Any other reimbursable expenses must have District's prior approval.

There are no reimbursable travel expenses and no charge for time while traveling.

## **EXHIBIT C**

### **ALLOWABLE REIMBURSABLE EXPENSES**

CPM will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel between sites within the District (none expected).
2. Cost of printing and distributing documentation and reports.
3. Cost of postage, UPS, Federal Express, and other deliveries.

Reimbursable expenses will be billed to the Owner at direct cost plus 5%.

**EXHIBIT D**  
**STANDARD TERMS**

**1. Effective Date**

This Proposal and Letter of Engagement ("Agreement") becomes effective after an authorized representative of Davis Joint Unified School District ("Owner" or "you") sign it and return it to Capital Program Management ("CPM" or "PM" or "we"). When signed and returned, the Agreement will be retroactive to the date we first performed services on your behalf. If we have performed professional services at your request while waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.

**2. Reimbursable Costs**

We will incur on your behalf various costs and expenses in performing professional services under this Agreement. Expenses outlined in Exhibit C, and other items as required with prior approved from the District, will appear on your monthly statement as separate items.

All costs and expenses are billed at cost plus 5%. In some instances, invoices for outside services will be sent directly to you for payment. You agree to pay the costs itemized on your statements in addition to the hourly fees.

**3. Billing Statements**

We will send you statements on a regular basis for fees and costs incurred. In the usual case those statements are sent to you once a month and they reflect the work performed, the date of the work, the amount of time spent, and the identity of the person(s) performing the work along with a detail of the costs CPM has incurred on your behalf. Payment of each statement will be due within 30 days of the statement date.

**4. Indemnification**

You, the client, will agree, to the fullest extent permitted by law to defend, indemnify and hold harmless CPM, its officers, directors, employees and subcontractors (collectively CPM) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligence or willful misconduct in the performance of its obligations under this Agreement

**5. Insurance**

The PM shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies, on forms acceptable to the Owner, for the following minimum insurance coverage:

- a) Workers' Compensation insurance and occupational disease insurance, as required by law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in this Agreement.
- b) Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2) A single limit for

Bodily Injury Liability and Property Damage Liability Combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.

c) Professional Liability Insurance for the Program, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000, insuring the PM against liabilities arising out of or in connection with the negligent acts, errors, or omissions of the PM in connection with the carrying out of its professional responsibilities for the Program.

d) The PM shall also provide Certificates of Insurance, or other evidence of insurance as requested by Owner, to Owner within thirty (30) days after receipt by the PM of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, reduction, or modification of coverage without ten (10) days' prior written notice to Owner.

## 6. Client's Duties

You agree to be truthful with us, to cooperate, to keep us informed of developments that relate to our services, to abide by this Agreement, to pay our bills on time, and to keep us advised of your current address, telephone number and e-mail address.

You also agree to respond promptly, fully and accurately to requests for information or documents and to other requests for assistance made by CPM.

## 7. Termination

You may discharge us at any time. We may withdraw with your consent or for good cause, subject to an obligation to give you reasonable notice to arrange an alternate company offering similar services. Good cause includes your breach of this Agreement, refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing services unlawful or unethical.

We will notify you in writing when our services are concluded. After our services are concluded, we will, upon your request, deliver your file to you, along with property of yours in our possession.

## 8. Entire Agreement

This statement of standard terms and the letter to which it is attached constitutes the entire agreement between you and CPM. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

## 9. Severability

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect.

## 10. Modification

This Agreement may be modified by subsequent Agreement between you and CPM only by a writing signed by both parties.

11. Mediation & Arbitration

In the event that a Claim remains unresolved after mediation pursuant to Public Contract Code Section 22200, et seq., the Claim shall be decided by binding arbitration in accordance with Public Contract Code Sections 10240-10245.4, and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in Sacramento County.

12. California Law

This Agreement is deemed to be entered into at our principal office in Sacramento, California and shall be interpreted according to California law, excluding its conflict of laws provisions.

13. Negotiated Agreement

The scope of CPM's services in this matter is fully set forth in the letter which accompanies this Agreement as are any additional terms relating to those services.