

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

BRIEF DESCRIPTION OF CONTRACT: This proposal is for services to survey Frog/Gen7 classroom buildings at Chávez Elementary, North Davis Elementary and Holmes Junior High Schools to determine upgrades needed for the communication and PA systems, both interior and exterior for these 17 classrooms.

FISCAL IMPACT: The cost of these services is included in the approved budget.



October 11, 2018

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

Project: Chavez / Holmes / North Davis review of Frog and Gen7 building's communication / PA systems.

Subject: Review each of the Frog / Gen7 classroom buildings for interior and exterior communication / PA systems.

Dear David,

KMM Services, Inc. (KMM) is pleased to provide this fee proposal for the review of the above project as outlined in this document.

1.0 Project description

1.1 Overview:

- A. Some new buildings placed at the campuses does not appear to have a full complement of communication / PA systems, both interior and exterior.
- B. District desires to have KMM survey the buildings and each site's "head end" location to determine what, if anything, can be done to complete the communication / PA system tie in to the Frog / Gen7 classrooms.
- C. The following school sites / buildings is covered by this proposal:
 - 1. Chavez ES, 2 ea. Frog buildings with a total of 6 classrooms.
 - 2. Holmes Jr. High School, 1 ea. Frog building with 5 classrooms.
 - 3. North Davis ES, 2 ea. Gen7 buildings with a total of 6 classrooms.

2.0 Scope of Services

2.1 Initial site visit:

- A. Visit each classroom to inventory existing comm/PA devices.
- B. Review exterior environment around the buildings for existing comm / PA devices.
- C. Visit and inventory each campus existing comm / PA head end.
- D. Review existing exterior and interior pathway to each building and room.



2.2 System research, recommendation and budget development:

- A. Research existing comm / PA head end and material available to use to expand comm / PA system to Frog / Gen7 buildings.
- B. Prepare a scope writeup for the 3 campuses based on the outcome of the research outlined above. Review writeup with Davis JUSD.
- C. Finalize scope based on review with the district and develop a budget for the additions / repairs required. Repair to be performed by a C-7 or C-10 contractor.

2.3 Schematic / Development Design Phases:

- A. Not Included.

2.4 Construction Document Phase:

- A. Not Included.

2.5 Bidding Phase:

- A. Not Included. If requested, KMM can assist with requesting quote(s) from contractor(s) if authorized by DJUSD. This work will be performed and billed hourly over and above the cost of this proposal.

2.6 Construction Administration Phase:

- A. Not Included. If requested, KMM can assist with requesting quote(s) from contractor(s) if authorized by DJUSD. This work will be performed and billed hourly over and above the cost of this proposal.

3.0 Extra services not included

3.1 Special Studies:

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

3.2 Design / Consulting Services NOT included:

- A. The following systems are not included in this proposal:
 - 1. Electrical systems.
 - 2. Voice and Data system.
 - 3. Cable TV system.
 - 4. Clock system.
 - 5. Fire Alarm system.
 - 6. Intrusion Alarm system.
 - 7. CCTV system.

8. Building management system or temperature control system design.
 9. Design of hardware components for data and voice systems (i.e. routers, switches, PBX switch, servers, PCs, etc.).
 10. Development of master key schedules.
- B. Employment of special sub-consultants, other than listed above, at the request of the Owner or Architect.
- C. Structural analysis or structural and seismic design of equipment anchorage and support systems.

3.3 Construction Administration Services:

- A. Preparation of maintenance or operating manuals.
- B. System commissioning.

4.0 Additional understandings

4.1 Materials and Services Provided by the DJUSD:

- A. Access to sites and buildings after school hours if requested by KMM.

5.0 Terms and conditions of service

5.1 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.

5.2 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.

5.3 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.

5.4 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.



5.5 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.

5.6 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.

6.0 Compensation

6.1 Basic Services:

Service described under Paragraph 2.0, Scope of Services, will be performed for a fixed fee of **Four Thousand Six Hundred Twenty-Five and no/100 Dollars (\$4,625.00)**, based on the below line items:

	Holmes (5 rooms +/-)	Chavez (2 bldgs / 6 rooms +/-)	North Davis Gen (2 bldgs / 6 rooms +/-)	
Site visit documenting systems in each Frog Gen7 room	3.00	4.00	4.00	
Visit each head end and document	1.00	1.00	1.00	
Site verify pathway to each building and room	2.00	2.00	2.00	
System research, scope writeup to review with DJUSD	3.00	4.00	4.00	
Finalized scope and budget workup	2.00	2.00	2.00	
<i>Excludes bid documents and CM</i>				
Hours	11.00	13.00	13.00	
Hourly rate	\$ 125.00	\$ 125.00	\$ 125.00	
Fee per site	\$ 1,375.00	\$ 1,625.00	\$ 1,625.00	\$ 4,625.00

6.2 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



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

7.0 Payment

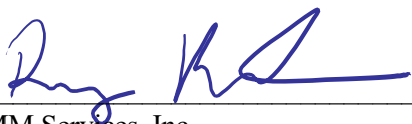
Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

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: October 11, 2018
For KMM Services, Inc.
Ronny Kagstrom, President



