

**CONTRACT MA-080-12010056
 FOR
 FIRE ALARM SYSTEM MAINTENANCE-REPAIR**

THIS Contract MA-080-12010056 for Fire Alarm System Maintenance-Repair, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and ~~Simplex Grinnell LP~~ Tyco doing business as Simplex Grinnell LP, with a place of business located at 1701 West Sequoia Avenue, Orange, California (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Fire Alarm System Maintenance-Repair under a firm fixed price Contract; and,

WHEREAS, County solicited the scope of products and services as set forth herein, and Contractor has represented that it is qualified to provide scope of products and services to County; and,

WHEREAS, Contractor agrees to provide products and services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Fire Alarm System Maintenance-Repair as set forth in the Scope of Work identified as Attachment A to this Contract, which is incorporated herein by this reference as is fully set forth.
2. **Term:** ~~The initial term of this Contract shall be effective upon execution of all necessary signatures or by approval of the Orange County Board of Supervisors, whichever occurs later, and shall be in effect for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~ Contract shall be effective December 1, 2015 and shall continue for one year from that date, unless otherwise terminated as provided herein.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **County's Project Manager:** County shall appoint a Project Manager, as specified in Article 18. Notices, to act as liaison between County and Contractor during the term of this Contract. County's

Project Manager shall coordinate the activities of County staff assigned to work with Contractor. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and other Contractor personnel.

County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, specified in Article 18; which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's project manager.

6. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
7. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by County. County expressly retains the right to have any of Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to County under this Contract within fourteen (14) calendar days of notification by County. County shall submit the request in writing to Contractor's project manager. County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
8. **Cooperative Agreement:** The provisions and pricing of this contract may be extended to other California local or state governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

Contractor shall be required to maintain a list of the cooperative entities using this contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

9. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
10. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of County. Failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of the Contract.
11. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
12. **News/Information Release:** Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from County through County's Project Manager. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from County Project Manager.
13. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Afford Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - ii. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - iii. Terminate the Contract immediately without penalty.
14. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not

disposed of in a reasonable period of time by Contractor's Supervisor and County's project manager as specified in Article 18. "Notices" by way of the following process, such matter shall be brought to the attention of County DPA by way of the following process:

- i. Contractor shall submit to County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- iii. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County DPA or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of County's final decision or one year following the accrual of the cause of action, whichever is later.

15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
16. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, County may terminate this Contract.
17. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
18. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/OC Facilities Operation
 Attn: ~~Norman Hamaker~~ Stephen Johsz, Project Manager
 1143 East Fruit Street, Santa Ana, CA 92701-4204

Phone: 714-667-~~4956~~ 4918
 Email: ~~norman.hamaker~~ stephen.johsz@ocpw.ocgov.com

cc: ~~Steve Slipich, Craft Supervisor I~~
~~714-567-6519~~

cc: ~~Dick Spangler, Shop Planner~~
~~714-567-7738~~

cc: ~~Rick Martin, Fire Technician~~
~~714-412-4405~~

cc: Central Utility Plant
 Emergency calls after hours
 (714) 834-3244

cc: OC Public Works/Procurement Services
 Attn: ~~Nancy Foroughi C.P.M., CPPB~~
~~Debbie Temple, County DPA~~
~~1143 East Fruit Street, Santa Ana, Ca 92701-4204~~
 300 North Flower Street, Santa Ana, Ca 92703-5001
 Phone: 714-667-~~4954~~ 9624
 Email: ~~nancy.foroughi~~ debbie.temple@ocpw.ocgov.com

Contractor: ~~Simplex Grinnell, LP~~ Tyco DBA Simplex Grinnell, LP
 Attn: Michael Jenkins
 1701 West Sequoia Avenue, Orange, Ca 92868
 Phone: 714-732-7022
 Email: mijenkins@simplexgrinnell.com

19. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
20. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
21. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

22. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
23. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
24. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
25. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "52" below, and as more fully described in paragraph "52", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
26. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "52" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
27. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
28. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

29. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
30. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
31. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
32. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
33. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
34. **Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage For owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

35. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "52" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
36. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
37. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
38. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
39. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

40. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "52" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
41. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
42. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
43. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
44. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
45. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
46. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
47. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
48. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
49. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is

not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

50. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
51. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
52. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

SIMPLEX GRINNELL LP*

By 

Print Name **JOHN SOLONYNKO**
District General Manager

Title Corporate Officer

Date _____

By 

Print Name **STEPHANIE RHEAUME**
Total Service Manager

Title Corporate Officer

Date _____

COUNTY OF ORANGE, a political subdivision of the State of California

By 

Print Name Nancy Foroughi

Title Deputy Purchasing Agent

Date Nov. 9, 2011

APPROVED AS TO FORM:

County Counsel

By 

Deputy

Date 8.30.11

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

CERTIFICATE

I, Chris Maxie, Assistant Secretary of SimplexGrinnell LP, a Delaware limited partnership, (the "Partnership") and its General Partner STR Grinnell GP Holding, LLC, formerly known as STR Grinnell GP Holding, Inc., hereby certify that at a meeting of the Board of Directors of the General Partner, held at Exeter, New Hampshire, on May 3, 2001, at which a quorum was present and acting throughout, the following resolution was duly adopted:

RESOLVED: Each District General Manager be, and he hereby is, authorized and empowered to sign in the name and on behalf of the Partnership, under its corporate seal or otherwise:

All bids, proposals, tenders and contract documents with respect to the sale, design, and/or installation of fire protection systems, access control & security systems as well as alarm and detection systems, time and attendance and workforce solution systems, nurse call, and communications systems and to do any and all acts necessary or incident to the completion of any such contract document; provided, however, that any such bid, proposal, tender and/or contract in excess of \$500,000.00 must be accompanied by written approval of a Vice President, Secretary and/or an Assistant Secretary of the Partnership;

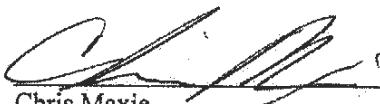
All documents with respect to any supplementary work (additional work, changes, modifications, etc.) concerning any of the above described systems pursuant to any existing contract, and to do any and all acts necessary or incident to the completion of any existing contract; and

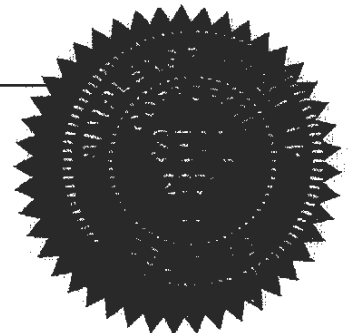
All lien waivers, releases, discharges or privileges, inspection service contracts, contractor's affidavits, guarantees and/or surety bonds, required by, or appropriate for customers of the Partnership in connection with contracts to which the Partnership is a party and in connection with work performed by the Partnership."

I further certify that the foregoing resolution is in full force and effect.

I further certify that John Solonyanko is the District General Manager for the Orange, California district office of SimplexGrinnell LP.

WITNESS MY HAND and the seal of the Company effective as of this 28th day of May, 2010.


Chris Maxie
Assistant Secretary



ATTACHMENT A

I. SCOPE OF WORK

Under this Contract, Fire Alarm System Maintenance-Repair shall be provided to OC Public Works/OC Facilities Operation (hereinafter OC Public Works/OCFO). The work shall consist of inspecting and testing 100% of the fire systems as listed in Section XI - List of Locations and Equipment. Maintaining the fire systems to include all of its component parts and repairing the systems as necessary to keep the systems operational at all times. Contractor shall furnish all labor, tools, equipment, incidentals and instruments required to maintain and test the fire systems in accordance with the manufacturer's specifications, including any special diagnostic or adjustment tools, lift equipment or instruments.

II. MATERIALS

- A. All parts and materials shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- B. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before they are used for work under this Contract.
- C. Contractor shall maintain a reasonable supply system for acquisition of additional parts either immediately or with minimal delay.
- D. Contractor shall maintain a crash kit as stated in Section V - Special Requirements - paragraph 10.

III. INSPECTION AND TESTING

A. Fire Alarm System:

Test and Inspect 100% of all fire alarm system components each calendar year to include, but not be limited to, the following:

- 1. Fire Alarm Control Panel
- 2. Smoke and Duct Detectors
- 3. Heat Detectors
- 4. Manual Pull Stations
- 5. Audible Devices (including firemen's phone systems, stairwell phones and public address systems)
- 6. Visual Devices
- 7. HVAC and Smoke Systems
- 8. Elevator capture primary and secondary
- 9. Won Doors
- 10. Door Holders and Closers

11. Battery Backup
12. Annunciators
13. Dialer
14. Independent Power Supplies
15. Tamper Switches
16. Post Indicator valves
17. Monitor Modules
18. Control Modules
19. Relays

B. Smoke Detectors:

1. Clean all smoke and/or duct detectors once (1) each calendar year during the first (1st) week of the first (1st) month of each year of the Contract.
2. Test the sensitivity of all smoke and/or duct detectors once (1) every other calendar year during the first (1st) week of the third (3rd) month commencing with the first (1st) month after the effective date of the Contract.
3. Follow the manufacturer's instructions in cleaning and testing smoke and/or duct detectors.
4. Cleaning shall involve the use of Vacuuming; Static Free Compressed Air and a Chemical Cleaning/wash for each detector.
5. Contractor shall provide within fourteen (14) days of the conclusion of each scheduled sensitivity test a device-by-device report of individual smoke detectors sensitivity readings. Smoke detectors that are tested and determined to be outside the acceptable range shall be replaced at the time of inspection for no additional charge. County shall incur no additional charge if a replacement base or programming of smoke heads is needed.
6. Maintain a record of each inspection, test, certification and repair. File a copy of the inspection and test document in the log book in the Fire Control Room or as designated by the Building Coordinator of the facility. Submit one copy of the document to OC Public Works/OCFO, Attention Project Manager. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with the monthly, quarterly and semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the facility contact.

C. **Halon fire suppression system**

1. Inspect and test 100% of the Halon fire suppression systems, pre-action systems and hood suppression systems semi-annually or twice per calendar year to include, but not be limited to the following:
 - a. Inspect Agent Distribution Containers, Piping and Nozzles
 - b. Inspect pressurization gauge on agent storage container.
 - c. Test Halon/ and Fire Control Pane. (Pressurization gauge on agent storage container)
 - d. Test Battery Back-Up Systems
 - e. Test Alarm Bells
 - f. Test Alarm and Discharge Horns
 - g. Test Alarm and Discharge Strobe Lights/Beacons
 - h. Test Manual Pull Stations
 - i. Test Under-floor smoke detectors (3rd floor 320 N. Flower St. and 1400 S. Grand Ave.)
 - j. Test Ceiling smoke detectors
2. Facilities with Halon Systems and Pre-Action Systems:
 - a. Testing shall be done Monday-Friday:
 - (1) OC Registrar of Voters, 1300 South Grand Avenue, Building C, Santa Ana - System located 1st floor computer room.
 - (2) Data Center 1400 South Grand Avenue, Santa Ana - System located in on the 1st floor S/E Office Area Riser Closet and Control Room.
 - b. Testing shall be done on Saturday only:
 - (1) OC Public Works/Headquarters, 300 North Flower Street, Santa Ana - Systems located in the basement in Room B-04 and on the 3rd floor in the communication room.
 - (2) Sheriff Forensic, 320 North Flower Street, Santa Ana – System is located on the 2nd, 3rd and 4th floors. Building Coordinator must be notified before scheduling test.
 - (3) Hall of Administration, 333 Santa Ana Blvd., Santa Ana – 3rd floor.

3. Hood Suppression Systems:

Testing shall be done Monday-Friday:

- a. Bella's Kitchen - cafeterias - Two Units (Two locations)
- b. Youth Guidance Center - cafeteria -Two Units
- c. Los Pinos Conservation Camp, - Two Units

Maintain a record of each inspection, each test, certification and repair. File a copy of the inspection and test document in the log book in the Fire Control Room or as designated by the Building Coordinator of the facility. Submit one copy of the document to the attention of the OC Public Works/OCFO Project Manager of designee. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with the monthly, quarterly and semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the facility contact.

D. **Fire Sprinkler System**

- 1. **Inspect 100%** of all fire sprinkler systems each **calendar year** to include, but not be limited to the following:
 - a. Post Indicator valves
 - b. Water Flow Devices
 - c. Tamper Devices
 - d. Control Valve Devices
 - e. Pressure Devices
 - f. Sprinkler Heads
 - g. Piping
 - h. Bracing
- 2. **Test 100%** of the fire alarm system quarterly each **calendar year** to include, but not limited to, the following:
 - a. Water Flow Devices
 - b. Tamper Devices
 - c. Control Valve Devices
 - d. Pressure Devices
 - e. Sprinkler Heads
 - f. Piping

g. Post Indicator valves

3. **Conduct quarterly inspection** and test the first (1st) week of the first (1st) month of each quarter commencing with the first (1st) month after the effective date of the Contract.

E. **Pressure Reducing Valve**

Provide a 5 year Pressure Reducing Valve (PRV) test (if applicable). Schedule for the PRV testing will be subject to County approval and will be **weekend work only**.

1. Test for proper operation by injecting smoke into the detection chamber. (3 to 5 second response)
2. Test for trouble reporting by removing detector from circuit
3. Check operation of any indicator lamps or auxiliary relays
4. Test for proper operation in trouble condition
5. Test dry sand pipes (every 5 years)
6. Visual Devices:
 - a. Visually inspect for damage
 - b. Clean all devices
 - c. Check devices for proper (maximum) visibility
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
7. Flow and Tamper Devices:
 - a. Visually inspect for damage
 - b. Test by opening the inspection test valve on the sprinkler system (Retard should be 90 seconds or less)
 - c. Verify proper zone annunciation
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
 - (1) Test that removal of tamper switch cover initiates a trouble report
 - (2) Adjust devices in accordance with the manufacturer's specifications
 - e. Visual Inspection and testing of:
 - (1) Water Flow Devices

- (2) Tamper Devices
- (3) Control Valve Devices
- (4) Pressure Devices
- (5) Sprinkler Heads
- (6) Piping

F. Pre Action Sprinkler System

Inspect and test 100% of the Pre-action sprinkler System each calendar year to include, but not be limited to the following:

- a. Test Pre-Action Control Panel
- b. Battery Back-Up Systems
- c. Test Alarm Bells
- d. Test Alarm and Discharge Horns
- e. Test Alarm Discharge Strobe Lights/Beacons
- f. Manual Discharge Stations
- g. Smoke Detectors
- h. Graphic Display Panels (where applicable)
- i. Pre-Action Sprinkler System
- j. Valves
- k. Pressure Switches
- l. Pressure gages
- m. Air Compressor

G. Leak Detection System

Inspect and test 100% of the Leak Detection System Semi Annually or twice per calendar year to include, but not limited to the following:

- a. Control Panel
- b. Leak Cable

H. Fire Pump Systems and Fire Hydrants Inspecting and Testing

Inspect and test 100% of the fire pumps system and fire hydrants each calendar year.

Conduct yearly inspection and test the third (3rd) week of the first (1st) month commencing with the first (1st) month after the start of the Contract.

1. Fire pumps are located in the following facilities:

- a. Hall of Administration 333 Santa Ana Blvd. Santa Ana
- b. OC Public Works/Headquarters 300 N. Flower St. Santa Ana
- c. Sheriff's Forensic Headquarters 320 N. Flower St. Santa Ana
- d. Hutton Towers Parking Structure 1002 Santa Ana Blvd. Santa Ana
- e. Stadium Parking Structure 1020 Civic Center Dr. Santa Ana
- f. Courthouse Parking Structure 690 Civic Center Dr. Santa Ana
- g. Manchester Parking Structures 343 & 313 City Dr. Santa Ana

2. Fire Hydrants are located at the following facilities:

- a. Youth Guidance Center 3030 N. Hesperian Rd. Santa Ana - 2 Fire Hydrants
- b. County Operations Center (COC) 1300 S. Grand Ave. Santa Ana - Bldg C - 2 Fire Hydrants
- c. OC Public Works/ Operations & Maintenance and OC Watershed Lab, 2245 Glassell Street, Orange - 1 Fire Hydrant
- d. OC Data Center, 1400 S. Grand Ave., Santa Ana - 4 Fire Hydrants

I. Monthly Fire Pump Churn

1. Perform monthly fire pump churn.
2. Test jockey pump for correct start and stop psi.
3. Document start and stop psi.
4. Check fire pump controller for proper operation.
5. Check all lamps and replace as needed.
6. Test the Annunciators located in the fire rooms on the first floor at OC Public Works/Headquarters, 300 North Flower and the Sheriff's Forensic Headquarters 320 North Flower, Santa Ana.
7. Keep fire pump room in working condition.
8. Contractor to coordinate the pump churn with the OC Public Works/OCFO. Inform Project Manager or designee of any potential problems with the fire pump.
9. County shall be responsible for the fire pump repairs.

10. Contractor to assist in alarm portion when testing of pumps.

J. **Smoke Evacuation and Stairwell Pressurization Testing and Certification**

1. Test the total of four (4) stairwells annually per calendar year at the OC Public Works/Headquarters, 300 North Flower and at Sheriff Forensic, 320 North Flower Street, Santa Ana.
2. OC Public Works/Headquarters, 300 North Flower Street, Santa Ana
 - a. The smoke evacuation system consist of two (2) supply fan SF-1 and SF-2 and two return fans RF-1 and RF-2 and one smoke exhaust SE-1.
 - b. Supply air dampers on all floors, return air damper on all floors, smoke exhaust dampers on all floors.
 - c. The smoke evacuation panel is equipped with manual control switches for the fire fighter operation.
 - d. Activation of any fire alarm in the building causes automatic activation of the smoke evacuation system as follows:
3. Sheriff's Forensic Headquarters, 320 North Flower Street, Santa Ana
 - a. Two stairwell shaft pressurize fans are located on the first floor. Each stairwell shafts are to provide positive pressure inside the stairwell shafts over the building floors.
 - b. The system is an auxiliary function of the fire life safety and it is designed for automatic activation once a fire alarm is received at the building fire alarm panel.
 - c. Manual controls are also available.
4. The Smoke Evacuation and Stairwell Pressurization tests shall be done on Saturdays. Project Manager or designee and Building Coordinator must be notified before testing. Maintain a record of each inspection, each test, certification and repair. File a copy of the inspection and test document in the log book in the Fire Control Room or as designated by the OC Public Works/OCFO, Project Manager. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with the monthly, quarterly and semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the facility contact.

K. **Minimum Requirements for Inspection and Testing:**

1. Control Panels:
 - a. Visually inspect the control panel, relay contacts and connectors
 - b. Insure all lamps and switches are properly labeled and readable
 - c. Clean the control panel, all relays and all connections

- d. Check the tightness of all connections
- e. Activate each zone and test proper operation of:
 - (1) Zone Lights
 - (2) Trouble Lamps, Switches and Devices
 - (3) Output to Remote Annunciators
 - (4) City Connection
 - (5) Auxiliary Functions
- f. Adjust the control components in accordance with the manufacturer's specifications
- g. Insure control panel is fully functional in regular mode and emergency power mode
- h. Insure operating instructions are conspicuous
- i. Smoke Detectors and Duct Detectors:
 - (1) Visually inspect for damage
 - (2) Clean to remove any dirt, dust and/or deposits

OR

 - (1) Replace with a backup detector, which has previously been cleaned
 - (2) Test for proper operation by injecting smoke into the detection chamber. (3 to 5 second response)
 - (3) Test for trouble reporting by removing detector from circuit
 - (4) Check operation of any indicator lamps or auxiliary relays
 - (5) Test for proper operation in trouble condition
- j. Smoke Detectors and Duct Detectors - Sensitivity: (See frequency of testing herein.)
 - (1) Test sensitivity in accordance with the manufacturers specifications using appropriate and approved testing devices
 - (2) Record results of sensitivity test (greater than 0.5 but less than 3.8)
 - (3) Clean any detector that fails sensitivity test
 - (4) Retest any detector that fails sensitivity test

- (5) Replace any detector that fails a second sensitivity test

2. Heat Detectors:

- a. Visually inspect for damage
- b. Clean to remove any dirt, dust and/or deposits or replace with a backup detector, which has previously been cleaned
- c. Test for proper operation by increasing the temperature on rate of rise type detectors. (15 degrees per minute) or test wiring on fixed temperature detectors by shorting across the terminals
- d. Test for trouble reporting by removing a detector wire from circuit (at the device, not the panel).
- e. Test for proper zone annunciation
- f. Test for proper operation in trouble condition

3. Manual Pull Stations:

- a. Visually inspect for damage
- b. Replace any missing or broken rods
- c. Test for proper operation by pulling station handle
- d. Test for proper zone annunciation
- e. Test for proper operation in trouble condition by removing wire from terminal strip
- f. Adjust set screws and switches

4. Audible Devices: (Including firemen's phone system, stairwell phones and public address systems)

- a. Visually inspect for damage
- b. Check devices for proper (maximum) audibility
- c. Adjust devices in accordance with the manufacturer's specifications (proper decibel levels)
- d. Check devices for proper sound quality
- e. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)

5. Visual Devices:

- a. Visually inspect for damage
- b. Clean all devices

- c. Check devices for proper (maximum) visibility
- d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
- 6. Flow and Tamper Devices:
 - a. Visually inspect for damage
 - b. Test by opening the inspection test valve on the sprinkler system (Retard should be 90 seconds or less)
 - c. Verify proper zone annunciation
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
 - (1) Test that removal of tamper switch cover initiates a trouble report
 - (2) Adjust devices in accordance with the manufacturer's specifications
- 7. HVAC Shut Down:
 - a. Test for proper system shut down upon alarm
 - b. Test for proper system restart upon end of alarm
- 8. Smoke Purge System:
 - a. Visually inspect system
 - b. Test for proper system operation
 - c. Test for proper operation in trouble condition
- 9. Door Release Devices:
 - a. Visually inspect for damage
 - b. Test for proper release upon alarm
 - c. Test to insure door closes quickly and completely
- 10. Halon Systems:
 - a. Service on an Annual Basis
 - (1) Smoke Detectors
 - (2) Sequence each detector in an alarm condition. Each detector will be set in the alarm mode using a test gas, external magnet or appropriate device.

b. Service Procedures on a Semi-Annual Basis

(1) Control Panel and Battery System.

- (a) Verify LED operation for power, trouble and alarm conditions.
- (b) Test battery for charge and automatic switch-over capability.
- (c) Operate test and reset switches for sequence and function.
- (d) Visual inspection of terminations and wiring within the panel.

(2) Smoke Detectors - Visually inspect detectors.

(3) Alarm Bells and Discharge indication Horns - Check individually for proper operation.

(4) Manual Pull and Abort Stations - Verify individual operation.

c. Auxiliary Devices and Systems Shut-Downs Air conditioning, heating, ventilating systems and power equipment shutdowns; shall be performed each calendar year.

(1) Check Room Integrity.

(2) Agent Storage Containers/Distribution Piping-Nozzles

(3) Check agent quantity and pressure of refillable containers.

(4) Visually inspect accessible discharge piping and nozzles for integrity and corrosion.

11. Sprinkler System

Visual Inspection and testing of:

b. Water Flow Devices

c. Tamper Devices

d. Control Valve Devices

e. Pressure Devices

f. Sprinkler Heads

g. Piping

12. Pre-Action Systems Inspection:

a. Visual Inspection and Testing:

- (1) Fire Department Connection
 - (a) Check for inlet cap
 - (b) Check couplings for damage
 - (c) Check gaskets for deterioration
 - (d) Check clapper valves closure
 - (e) Check for visual or exterior obstruction
 - (f) Check identification sign
- (2) Control Valves
 - (a) Check for valve leakage
 - (b) Check that valve is secured in open position
 - (c) Check bracing for damage
- (3) Controls
 - (a) Check pressure switches
 - (b) Check solenoid operation
 - (c) Check pneumatic signal
 - (d) Check tamper switch
- (4) Riser
 - (a) Check for leakage
 - (b) Check for visible or exterior obstruction
 - (c) Check bracing for damage
- (5) Gauges
 - (a) Check for damage
 - (b) Check that valve is open
 - (c) Record system pressure
 - (d) Record supply pressure
- (6) Sprinklers
 - (a) Check for leaking, corrosion or painting
 - (b) Check for obstruction of flow

- (c) Check for proper installation positions
 - (d) Check that extra sprinklers and wrench are available
 - (e) Check extra sprinklers for the same orifice size and temperature rating as sprinklers in the system.
 - (7) Testing Inspections:
 - (a) Test operation of Tamper Switches, Low Pressure Switches.
 - (b) Test and inspect the air compressor.
- b. Service Procedures on a Semi-Annual Basis
 - (1) Control Panel and Battery System.
 - (a) Verify LED operation for power, trouble and alarm conditions.
 - (b) Test battery for charge and automatic switchover capability.
 - (c) Operate test and reset switches for sequence and function.
 - (d) Visual inspection of terminations and wiring within the panel.
 - (2) Smoke Detectors.

Visually inspect detectors
- c. Service Procedures on an Annual Basis
 - (1) Place each detector in alarm using an approved method.
 - (2) Perform maintenance as described in semi-annual inspection procedure.
 - (3) Alarm Bells / Horns

Check individually for full sound power operation.
 - (4) Manual Pull Stations

Verify individual operation.
 - (5) Auxiliary Devices and Systems Shutdown

Air conditioning, heating, ventilating systems and power equipment shut-downs; will only be performed by special request.
 - (6) Pre-Action Riser

- (a) Activate solenoid (with detection system).
- (b) Release air pressure from system using inspectors test.
- (c) Confirm operation of valve to open position.

13. Leak Detection System

- a. Perform a complete visual inspection of leak detection panel.
 - (1) Test continuity and tighten all connections in panel and cable.
 - (2) Test the leak detection cable at various locations and confirm against graphic map of cable layout.
 - (3) Test probes for operation.
 - (4) Test all panel LEDS for proper operation.
- b. Batteries:
 - (1) Visually check for any leakage or corrosion
 - (2) Clean any corrosion from terminals
 - (3) Check the tightness of all connections
 - (4) Adjust the charge rate in accordance with the manufacturer's specifications
 - (5) Disconnect electrical (AC) power and test the system while on (DC) battery power
 - (6) Load test the batteries annually in accordance with the manufacturer's specifications

14. Smoke Evacuation Test:

- a. OC Public Works/Headquarters, 300 North Flower and Sheriff's Forensic, 320 North Flower Street, Santa Ana:
 - (1) The HVAC system shall transfer to the smoke control mode automatically when the fire alarm system is activated.
 - (2) When the HVAC system transfers to the smoke control mode the following sequences of events shall occur:
 - (a) Energize fans SF-1 and SE-1.
 - (b) De-Energize RF-1, RF-2, and SF-2.
 - (c) DE-Energize EF-1, EF-2 and EF-3.
 - (d) Close supply air dampers on all floors.

- (e) Close return air dampers on all floors.
 - (f) Close smoke exhaust air dampers on all floors.
 - (g) Open smoke exhaust air dampers on involved floor.
 - (h) Open supply air dampers on floor above and below involved floor.
- b. If any defects are found while testing the supply air dampers, Contractor shall notify the OC Public Works/OCFO Project Manager or designee and complete the repairs of the supply air dampers as soon as possible.
 - c. Maintain a record of each inspection, test, certification and repair. File a copy of the inspection and test document in the log book in the Fire Control Room or as designated by the Building Coordinator of the facility. Submit one copy of the document to OC Public Works/OCFO, to the attention of the Project Manager or designee. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with the monthly, quarterly and semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the facility contact.

L. Monthly General Maintenance:

In addition to the requirements outlined above for inspection and testing, Contractor shall monthly:

- a. Inspect, test, adjust and clean the fire alarm system as needed, or when required by the Site Coordinator.
- b. Perform repairs on the system as needed to maintain the system in operational condition at all times.
- c. Initiate repairs in accordance with the requirements herein. Maintain the entire system in operable condition at all times.
- d. Maintain a record of all maintenance services and provide the OC Public Works/OCFO Project Manager or designee with copies of the same.

IV. REPAIRS

A. Routine Repairs and Replacements:

Provide all necessary repairs, (including ground faults) to include labor, service calls, emergency service calls, replacement parts, wiring, peripherals, control boards, modules to include batteries, as necessary, to maintain fire alarm system in a safe, working condition, for no additional cost to County. This Contract is intended to provide full maintenance and repair services for the operation and maintenance including software for the fire system in order to meet the requirements of the of the regulatory agency with jurisdiction over the facility Excluded items: fire pump, sprinkler pipes, risers and backflow devices. See Section XII – Additional Work for procedures regarding items not covered under this Scope of Work

B. Contractor shall perform all Emergency Repairs and Replacements as follows:

1. Respond to trouble alarm or requests for service within fifteen (15) minutes by telephone. Contractor shall provide on-site service within four (4) hours after notification of the alarm or request by County personnel. Identify all repairs or replacement parts needed to repair the fire systems.
2. Provide all necessary repairs, (including ground faults) to include labor, service calls, emergency service calls, replacement parts, wiring, peripherals, control boards, modules, to include batteries, as necessary, to maintain fire alarm system in a safe, working condition, for no additional cost to County.
3. This Contract is intended to provide full maintenance and repair services required for the operation and maintenance, including software, of the fire system in order to meet the requirements of the regulatory agency with jurisdiction over the facility. Excluded items: fire pump, sprinkler pipes, risers and back flow devices. See Section XII – Additional Work for procedures regarding items not covered under this Scope of Work.

V. SPECIAL REQUIREMENTS

Contractor shall:

1. Contractor shall hold a valid C-10 and C-16 Contractor licenses issued by the California State Contractor's License Board. The two licenses shall be valid as long as the Contract is in place.
2. Comply with all Fire Code regulations and all special regulations (ANSI/NFPA 72 and ANSI/NFPA 25) and/or requirements of the local fire authority.
3. Perform all testing in accordance with the manufacturer's specifications.
4. Prepare and submit all reports on inspections, testing and service as required by the responsible regulatory agency. Provide a copy of those reports and proof of submittal upon request to the Contract Administrator.
5. Contractor shall include the name, location and type of work to be performed by any and all subcontractors. If a subcontractor is proposed for a portion of the work where Contractor qualifications and experience are required, references from at least three (3) previous projects of this type during the past two years shall be provided.
6. Any attempt by Contractor to assign or subcontract any performance of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement. Whenever a Contractor-Sub-Contractor agreement is authorized by the County, the agreement terms thereof shall incorporate by reference and not be in conflict with the terms of this Contract. Sub Contracting shall only be permitted for software panel malfunctions and software up-grades, specialty functions; i.e., pre-action systems, stairwell pressurization, fire pump tests, fire pump churn and fire hydrant testing.

7. Contractor shall inspect and/or test the systems upon award of contract to assure that the system is fully operational and/or identify and deficiencies that require correction.
8. Thereafter, Contractor shall be fully responsible for the maintenance and repair of the systems. Contractor shall include the following statement on the last billing for each year of the Contract: "I (authorized representative) certify under penalty of perjury that all required inspections and tests of the fire system have been performed in accordance with the Contract and regulatory requirements."
9. Contractor shall ensure that its inspection, testing, maintenance and repair services will not interrupt County operations except in those instances where such interruption is unavoidable and has been scheduled and the facility occupants have been duly notified. Any unscheduled disruption will be grounds for Contract termination for cause and Contractor may be held liable for all County costs associated with that interruption.
10. Contractor shall keep a surplus of manufacturer's equipment for replacement of defective devices on hand to reduce operational down time. This surplus will consist of Crash Kit with smoke detectors, heat detectors, audio/visual devices, speakers, ZAMS, circuit boards and power supplies.
11. Contractor shall provide, when available, the latest version of software and all programming necessary for operation of system. These program changes include, but are not limited to, BMUX re-burns.
12. Contractor shall perform **two** (2) fire drill tests per designated facilities per calendar year. The two fire drills per calendar year are to be completed the third month after the award of the contract and the ninth month after the award of the contract.
13. Contractor shall perform **twelve** (12) fire drill tests per calendar year at the **Youth Guidance Center**.
14. The fire drill shall be coordinated with OC Public Works/OCFO Project Manager or designee and the Building Coordinator (As listed in Section XI – List of Locations and Equipment).

VI. GENERAL REQUIREMENTS

- A. Furnish and maintain a telephone answering system with twenty-four (24) hour, seven (7) day per week service, capable of contacting and dispatching service personnel.
- B. Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- C. Warranty all labor and materials used in performance of this work for a minimum of one (1) year (365 days) after completion of the repairs. Immediately initiate any corrective work needed in response to a warranty item.
- D. Contractor shall furnish to County at the conclusion of each inspection a detailed, device by device, report that shows the status of the system and devices tested.
- E. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with the monthly, quarterly and semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Building Coordinator or designee.

VII. GENERAL CONDITIONS

- A. All work shall be subject to the inspection and approval of County either by the Contract Administrator or a designated representative prior to acceptance and approval for payment.
- B. County reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and to utilize any information obtained under this Contract relative to necessary materials and repairs it deems appropriate.
- C. Workers shall be courteous to the public and county staff that are utilizing the facilities but shall be responsive only to the requests of the Site Coordinator. Workers shall direct all inquiries or requests to the Building Coordinator or designee.

VIII. SCHEDULING OF INSPECTIONS AND TESTS

- A. All work shall be performed during normal working hours, i.e. 8:00 a.m. to 5:00 p.m. (except for emergencies and testing for Various County Facilities). Please Note: Various County facilities shall be tested and inspected on Saturdays (See Section XI - List of Locations and Equipment).
- B. Contractor shall contact the Building Coordinator or designee, a minimum of seven (7) working days in advance, to schedule and/or confirm the date and time of maintenance or service prior to performing work. Failure to schedule and/or confirm the date and time maintenance or service will be performed may result in (1) denied access to the facility and no cost to County for any consequential cost and/or (2) denied payment for any maintenance or service performed.
- C. Contractor to notify the building's central fire alarm station, Building Coordinator and all occupants in the immediate area that a functional system test is about to be conducted and again upon completion. Coordinate the completion of the service and leave the system in fully operational condition.

- D. If complete repairs cannot be accomplished within normal work hours, then the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

IX. SHERIFF'S FACILITIES' SECURITY REQUIREMENTS

A. Background Checks:

1. All personnel to be employed in performance of the work under this Contract shall be subject to Probation and Orange County Sheriff's background check and clearance, as authorized under the law, prior to their entering a Sheriff's Department facility. Failure of any employee to pass the Orange County Sheriff's Departments background checks shall not be the responsibility of County and shall not constitute an increase in the cost to County.
2. Contractor shall prepare and submit an information form to the Sheriff's Department Building coordinator Paul Kingsley (for all persons who will be working on or who will need access to the facility).
3. Said information forms will be provided by the Building coordinator Paul Kingsley at 714-815-1118, upon request, and will be screened by the Orange County Sheriff's Department. Background appointments are to be set-up three (3) weeks in advance before starting work.
4. Said information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
5. No person shall be employed on this work that has not received prior clearance from the Orange County Sheriff's Department.
6. The Orange County Sheriff's Department need not give a reason clearance is denied.

B. Performance Requirements

Contractor shall ensure that:

1. All Contractor vehicles parked on site shall be locked and thoroughly secured at all times.
2. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the escort or Control Desk in Sheriff's facilities.
3. All materials, large and small resulting from removal operations or new construction (especially those materials that could be used to inflict injury such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses.
4. All work areas shall be secured prior to the end of each workday.
5. Workmen shall have no contact, either verbal or physical, with minors, wards or inmates in any facility. Specifically:

6. Do not give names or addresses to minors, wards or inmates.
7. Do not receive any names or addresses from minors, wards or inmates
8. Do not disclose the identity of any minor, ward or inmate to anyone outside the facility.
9. Do not give any materials to minors, wards or inmates.
10. Do not receive any materials from minors, wards or inmates (including materials to be passed to another individual or minor, ward or inmate). Failure to comply with these requirements is a criminal act and can result in prosecution.
11. Workmen shall not smoke or use profanity or other inappropriate language while on site.
12. Workmen shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
13. Workmen shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and reduce all breaks to the absolute minimum.
14. It is Contractor's responsibility to pass these rules on to each of Contractor's employees working at Sheriff's Department Facilities.

C. Security Requirements:

Contractor's personnel shall:

1. Report to the Control Desk upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the on site coordinator.
2. Report to the Control Desk when leaving the facility, either temporarily or at the end of the workday.
3. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
4. Restrict all activities to the immediate work site and adjacent assigned areas.

D. Potential Delays / Interruptions:

Contractor shall acknowledge that:

1. The primary purpose of the detention facilities is the safe and secure operation of those facilities.
 - a. Workmen shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changers regarding the quality of work which will be controlled by the Building Coordinator Paul Kingsley.
 - b. Workmen may be delayed or denied access to the facility.

- c. Workmen may be ordered to leave a facility prior to the completion of their work or the end of the workday.
 - d. Workmen may be detained within a facility until an incident is resolved by Sheriff's personnel.
2. Contractor should allow for minor delays in its project schedule. Contractor should maintain a log of such delays during the course of the project. Contractor may submit a request for equitable adjustment for excessive delays or disruptions based upon proof of those delays and actual costs incurred by Contractor due to those delays.

X. SECURITY REQUIREMENTS FOR PROBATION FACILITIES

A. Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility.

Contractor shall prepare and submit an information form to County's Probation Department (See Exhibit - Orange County Probation - Vendor Clearance) for all persons who will be working or who will need access to the facilities. These information forms shall be submitted at least five County working days prior to the start of work on the Contract or prior to the use of any person subsequent to Contractor's start of work.

These information forms will be provided by County's Probation Department upon request and will be screened by County's Probation Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation. Neither County nor the Probation Department needs give a reason clearance is denied. **Background appointments are to be set-up three (3) weeks in advance before starting work.**

B. Performance Requirements:

1. All Contractor vehicles parked on site shall be locked and thoroughly secured at all times.
2. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities.
3. All materials, large or small, (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses.
4. All work areas shall be secured prior to the end of each work period.
5. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

C. Contractor's employees shall:

1. Not give names or addresses to inmates;
2. Not receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
3. Not disclose the identity of any inmate to anyone outside the facility;
4. Not give any materials to inmates; or
5. Not receive any materials from inmates (including materials to be passed to another individual or inmate).
6. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
7. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
8. Restrict all activities to the immediate work site and adjacent assigned areas.
9. Remain with the assigned escort at all times, unless otherwise directed by the on site coordinator.
10. Not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility.
11. Transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Failure to comply with the above requirements is a criminal act and can result in prosecution.

D. Contractor's personnel shall:

1. Comply with the written schedule provided by County which shall clearly show the specific start and end times for each work day.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
3. Report to the control desk and sign-in log, name, date and time upon arrival at the job site.
4. Report to the control desk and sign-out, name, and time when leaving the facility.
5. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or County's Contract Coordinator or his designee should be

contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

XI. LIST OF LOCATIONS AND EQUIPMENT:

01. County Operations Center, 1300 South Grand Avenue, Building B, Santa Ana
 Building Coordinator: OC Community Resources, Gloria Perez-714-567-5121

TESTING TO BE COMPLETED ON SATURDAYS ONLY

QTY	DESCRIPTION	MANUFACTURER
1	Fire Panel	Gamewell-Flex 630
1	Annunciator	Gamewell
1	Digital Dialer	Silent Knight-5104B
3	Power Supplies 4-Zone Panels for Strobe Ckts.	Gamewell
92	Smoke Detectors	Gamewell
3	Duct Detectors	Gamewell
8	Pull Stations	Gamewell
57	Horn/Strobes	Gamewell
5	Control Modules	Gamewell
12	Monitoring Modules	Gamewell
57	Horns/Strobes	Gamewell
6	Strobes	Gamewell
2	Exterior Horns	Gamewell

02. County Operations Center, 1300 South Grand Avenue, Building C, Santa Ana
 Building Coordinators:
 Public Administrator and Public Guardian, Abe Buelna-714-567-7661
 Registrar of Voters, Derek Moore, 714-567-7624

TESTING TO BE COMPLETED ON SATURDAYS ONLY
Halon Testing work to begin May 1, 2012.

QTY	DESCRIPTION	MANUFACTURER
1	Fire Panel 5820 XL	Silent Knight
1	Annunciator 5104B	Silent Knight
1	Digital Dialer	Silent Knight
82	Smoke Detectors	Silent Knight
4	Control Modules Relay	Silent Knight
13	Heat Detectors	Silent Knight
15	Pull Stations	Silent Knight
9	Monitor Modules	Silent Knight
16	Bells	Silent Knight
4	Duct Detectors	Silent Knight
1	Exterior Bell	Silent Knight
1	Halon System 3210	Fenwal

QTY	DESCRIPTION	MANUFACTURER
1	W/F Switch	
1	PIV Tamper	
2	Fire Hydrant	

03. OC Data Center, 1400 South Grand Avenue, Santa Ana
 Building Coordinator: Scott Spafford, 714-448-2461
 Work to begin June 1, 2012

QTY	DESCRIPTION	MANUFACTURER
1	Fire Panel Cheetah X1	Fike Corp
1	Fire Alarm System Ultima	MSA
1	Pre Action Systems E-1 DBL-INT	Viking
1	Leak Detection AT20C	Permalert
1	Wet Riser	Potter
1	Wet Riser	Potter
3	PIVS	Potter
300	Smoke Detectors	Fike
24	Strobes	Fike
50	Bells/Strobes	Fike
1	Reaction system	Fike
1	Annunciator	Fike
1	Graphic Annunciator	Fike
4	Fire Hydrant	

04. Public Defender, 645 Ross Street, Santa Ana
 Building Coordinator, Angelic Armstrong, 714-834-2152

TESTING TO BE COMPLETED ON SATURDAYS ONLY
 Work to begin May 1, 2012.

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm	Edwards
1	Annunciator	Edwards
1	Silent Knight Digital Dialer	Silent Knight
4	Power Supplies- 4 zone	Edwards
5	Smoke Guard Curtains-Elevator	Edwards
6	Smoke Detectors-Elevator	Edwards
5	Door Holders	Edwards
15	Smoke Detectors-Photo	Edwards
16	Pull Stations	Edwards
2	Duct Detectors-Photo	Edwards
1	Water Flow Switch	Edwards
15	Control Modules	Edwards
42	Horns/Strobes	Edwards
11	Strobes	Edwards

QTY	DESCRIPTION	MANUFACTURER
1	Outside Bell	Edwards
1	Halon System Gemini	Kiddie

05. Hall of Administration, 333 Santa Ana Boulevard, Santa Ana
Building Coordinators:
Dennis Niksch, 714-834-2053 and Richard Herrera, 714-834-5214

~~ WORK TO BEGIN AT THIS SITE MAY 1, 2012 **~~**

Work to begin December 1, 2011.

TESTING TO BE COMPLETED ON SATURDAYS ONLY

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm Panel	Pyrotronics-System 3
1	Digital Dialer	Silent Knight
1	Power Supply-Door Holder Located below Fire Panel	Pyrotronics
40	Pull Stations	Pyrotronics
160	Smoke Stations-Photo	Pyrotronics
10	Duct Detectors-Photo	Pyrotronics
1	Heat Detectors	Pyrotronics
14	Tamper Switches	Pyrotronics
8	Water Flow Switches	Pyrotronics
1	Heat Detector	Pyrotronics
14	Tamper Switches	Pyrotronics
55	Bells/Strobes Basement & 5 th floor	Pyrotronics
1	Jockey Pump	
2	Fire Pump Controllers	
1	Jockey Pump Comb Strater	
11	Door Holders One on third floor and on 5 th floor	Pyrotronics
1	Halon System A/P 2000	Ansul

06. Central Utility Facility (CUF), 525 N. Flower St. Santa Ana
Building Coordinators: Dennis Seasock and Rick Sanchez 714-834-3244

*** START DATE FOR SIEMENS EQUIPMENT MARCH 1, 2012 ***

QTY	DESCRIPTION	MANUFACTURER
1	Dialer 5104 B	Silent Knight
1	Pull Station	
1	Bell	
1	Siemens XLS Alarm Panel	Siemens
1	Remote Control/Annunciator	Siemens
1	Power Booster (Strobes)	Siemens
9	Addressable Pull Stations	Siemens

QTY	DESCRIPTION	MANUFACTURER
1	Addressable Duct Detector	Siemens
1	Addressable Smoke Detector	Siemens
2	Speaker/Horns	Siemens
13	Speaker/Horns with Strobes	Siemens
2	Tamper Switch Monitor Module	Siemens
1	Water Flow Monitor Module	Siemens

07. OC Public Works/Headquarters, 300 North, Flower Street, Santa Ana
 Building Coordinator: Debbie Zamudio, 714-667-9683

**** WORK TO BEGIN AT THIS SITE APRIL 1, 2012 ****

TESTING TO BE COMPLETED ON SATURDAYS ONLY

QTY	DESCRIPTION	COMPONENT	SERIAL #	MANUFACTURER
1	Fire Alarm Control Panel	4100U	005434307	Simplex
1	Fire Alarm Control Panel	4100U	005434307	Simplex
1	Fire Alarm Control Panel	4100U	005434307	Simplex
2	Panel-Notifier(RP-1002-2 nd -3 rd)	4100U	005434307	Simplex
1	RCU	4602-9102		Simplex
1	Dialer Panel	2080-9023	11635	Simplex
1	Monitoring Panel	2080-9023		Simplex
77	Photo Smoke Detectors	2098-9201		Simplex
13	True Alarm Smoke Detectors	4098-9701		Simplex
13	True Alarm Duct Detectors	4098-9702		Simplex
15	Heat Detectors	2098-9438		Simplex
36	Addressable Pull Stations	2099-9795		Simplex
182	Speaker Strobe Units	2902-9749		Simplex
18	Control Zam	2190-9163		Simplex
5	Class "A" Mon	2190-9153		Simplex
13	Water Flow	WFD25		System Sensor
14	Tamper Switches	727-300		Vitaulic
1	PIV			
1	Fire Pump			
1	Jockey Pump			
2	75# FM299 Cylinders -2 nd -3 rd	14788TC		Kidde
2	Pull Stations-2 nd -3 rd floors			Kidde
4	Fm-200 Nozzles			Kidde
1	FM-200 Fire Suppression System Notifier Fire Panel 2nd Floor	RP-1002		Notifier
1	Halon HFC Fire Suppression System Fike – 1005 Panel Basement	10051		Fike

08. Sheriff's Forensic Headquarters, 320 North Flower Street, Santa Ana
 Building Coordinator, Paul Kingsley, 714-815-1118

**** WORK TO BEGIN AT THIS SITE APRIL 1, 2012 ****

TESTING TO BE COMPLETED ON SATURDAYS ONLY

QTY	DESCRIPTION	COMPONENT	SERIAL #	MANUFACTURER
1	Fire Alarm Control Panel	4100-8201	I32255	Simplex
1	Fire Alarm Control Panel	4100-8401	I32270	Simplex
1	Fire Halon Control Panel 3 rd fl	4010-9101	H62788502	Simplex
1	RCU	4602-9102		Simplex
1	Pre-Action Control Panel 2 nd floor			Simplex
1	Pre-Action Halon Panel 4 th floor			Simplex
1	Dialer Panel	2080-9020		Simplex
1	Monitoring Panel	2080-9023		Simplex
56	Photo Smoke Detectors	2098-9201		Simplex
14	Under-Ground Smoke Detectors	4015-9798	N9565647	Simplex
15	True Alarm Smoke Detectors	4098-9701		Simplex
15	True Alarm Duct Detectors	4098-9702		Simplex
18	Heat Detectors	2098-9438		Simplex
36	Addressable Pull Stations	2099-9795		Simplex
182	Speaker Strobe Units	2902-9749		Simplex
32	Control Zam	2190-9163		Simplex
9	Class "A" Mon	2190-9153		Simplex
2	Class "B" Mon	2190-9155		Simplex
18	Water Flow	WFD25		System Sensor
18	Tamper Switches	727-800		Vitaulic
1	PIV			
1	Fire Pump			
1	100# Halon Cylinder	1441G		

09. Hutton Towers Parking, 1002 Santa Ana Boulevard, Santa Ana
 Building Coordinator, Rick Martin 714-412-4405

QTY	DESCRIPTION	MANUFACTURER
1	Fire Pump	
1	Fire Pump Controller	Mazam
1	PIV Tamper	Mazam
1	Pump Room Tamper	Mazam
1	Pump Room Monitor Zam	Mazam
1	Exhaust Fan Control	R. Zam
1	Hose Cabinet Riser	Mazam
1	Elevator Shat Tamper	R. Zam
1	Water Flow	R. Zam

QTY	DESCRIPTION	MANUFACTURER
1	Tamper	R. Zam

10. Stadium Parking, 1020 Civic Center Drive, Santa Ana
Building Coordinator, Rick Martin 714-412-4405

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm	Simplex-4002
1	Silent Knight Digital	Silent Knight
4	Smoke Detectors Two Wire non addressable	Simplex
12	Heat Detectors	Simplex
3	Water Flow Switches	Simplex
21	Tamper Switches	Simplex
2	PIV Switches	Simplex
2	Horns thru-out the structure	Simplex
1	Jockey Pump & Controller	

11. Courthouse Parking Structure, 690 West Civic Center Drive, Santa Ana
Building Coordinator, Rick Martin 714-412-4405

QTY	DESCRIPTION	MANUFACTURER
1	Fire Panel	Gamewell- Zan 400
15	Pull Stations	Gamewell
1	Digital Dialer	Silent Knight-5230
1	Water Flow	Gamewell
10	Supervisory Tamperers	Gamewell
2	PIV Switches	Gamewell
15	Horns	Gamewell
1	Fire Pump & Controller	

12. Health Care Agency, Epidemiology Lab, 1719 West 17th Street, Santa Ana
Building Coordinator, Jeannette Salvador 714-834-8279

QTY	DESCRIPTION	MANUFACTURER
1	Riser	
1	Water Flow Switch	
1	Outside bell	

13. Manchester Office Building Parking Structures #1 & #2
Building Coordinator, Rick Martin 714-412-4405

#1 - 343 City Drive, Orange

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm Panel	Gamewell-Zan-400
1	Digital Dialer	Radionics- D207 1A
1	Smoke Detectors	Gamewell
2	Water Flow Switches	Gamewell
6	Supervisory Tamper Switches	Gamewell
1	Bell	Gamewell
1	Fire Pump & Controller	Gamewell

#2 - 313 City Drive Orange

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm Panel	Gamewell-Zan-400
1	Digital Dialer	Radionics-D207 1A
1	Smoke Detectors	Gamewell
2	Water Flow Switches	Gamewell
6	Supervisory Tamper Switches	Gamewell
1	Bell	Gamewell
1	Fire Pump & Controller	Gamewell

14. Harbor Patrol Headquarters, 1901 Bayside Drive, Newport Beach
Building Coordinator, Bob Scott 949-673-1819

QTY	DESCRIPTION	MANUFACTURER
1	Fire Panel	Fire Light
1	Dialer	Silent Knight
6	Pull Stations	Fire Light
13	Strobes	Fire Light
10	Horn/Strobes	Fire Light
2	PIV Switches	Fire Light
1	Horn/Outside	Fire Light
1	Test Valve	
1	Smoke Detector	

15. Youth Guidance Center, 3030 N. Hesperian Rd. Santa Ana
 Building Coordinator, Gerald Schiller, 714-836-2708

**** WORK TO BEGIN AT THIS SITE JANUARY 1, 2012 ****

QTY	DESCRIPTION	MANUFACTURER
1	Fire Alarm Control Panel	Simplex 4120
2	Annunciator Panel	Simplex
31	Smoke Detectors	Simplex
17	Bells	Simplex
24	Manual Pull Stations	Simplex
10	Duct Detectors	Simplex
2	Batteries	
2	Fire Hydrants	
2	Hood Suppression Systems PLC	Pyro Chem
1	Back Flow Device	
1	Header Valve	

16. OC Public Works/Operations & Maintenance (O & M) and OC Watershed Lab,
2245 Glassell Street, Orange
 Building Coordinator, Chris Lechmann, or Robert Barilla, 714-955-0304

QTY	DESCRIPTION	MANUFACTURER
1	Dialer	Silent Knight
1	Annunciator	
2	Water Flow Switches	
2	Tamper Switches	
1	PIV Tamper	
1	Water Gong	
1	Fire Hydrant	

17. Los Pinos Conservation Camp, 39251 Ortega Hwy, Lake Elsinore
 Building Coordinator, Rick Martin 714-412-4405

**** WORK TO BEGIN AT THIS SITE JANUARY 1, 2012 ****

QTY	DESCRIPTION	MANUFACTURER
1	Main Panel (#4002)	Simplex
18	Fire Alarm Control Panels (#4001)	Simplex
37	Audio Visual Devices	Simplex
84	Heat Detectors	Simplex
44	Manual Pull Stations	Simplex
193	Smoke Detectors	Simplex
3	Water Flow Devices	Simplex
3	Tamper Switches	Simplex
24	Batteries	
2	Hood Suppression System Model R-102	Ansul

18. Bella's Kitchen, 625 N. Ross St. (3rd Floor)
Building Coordinator, Joe-714-935-1936

QTY	DESCRIPTION	MANUFACTURER
1	Hood Suppression System R 102	Ansul

Bella's Kitchen, 301 City Drive Orange
Building Coordinator, Joe 714-935-1936

QTY	DESCRIPTION	MANUFACTURER
1	Hood Suppression System PCL 460	Pyro Chem

19. Civic Center Parking Structure, 510 Flower Street. Santa Ana
Building Coordinator, Rick Martin 714-412-4405

QTY	DESCRIPTION
1	Water Flow Switch
1	Riser

20. Appellate Court Parking Structure, 19 Civic Center, Santa Ana
Building Coordinator, Rick Martin 714-412-4405

QTY	DESCRIPTION
8	Fire Hose Connection
1	Auxiliary Test Valve
2	Dry Sand Pipe

XII. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

**ATTACHMENT B
CONTRACTOR'S PRICING**

I. COMPENSATION: This firm fixed price Contract between County and Contractor for Fire Alarm Systems Maintenance-Repair, as set forth in Attachment "A" Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Fixed Prices specified herein unless authorized by amendment in accordance with Paragraphs 21 and 36 of County Contract Terms and Conditions.**

II. FEES AND CHARGES: Payment shall be made in accordance with the provisions of this Contract; monthly, quarterly, semi-annually and annually (yearly) as scheduled below:

A. Pricing – Fire Alarm Maintenance-Repair

A	Pricing - Fire Alarm Maintenance-Repair	01. County Operations Center Bldg B		02. County Operations Center Bldg C		03. OC Data Center	
		OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year		\$ 6,208		\$ 5,258		\$ 14,435
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]			Per Test / Quarterly \$ <u>225</u>	\$ 900	Per Test / Quarterly \$ <u>337</u>	\$ 1,348
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)		\$ 340		\$ 340		\$ 1,020
b	Test smoke detector sensitivity – (Annually per calendar year)		\$ 340		\$ 340		\$ 1,020
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each			\$ <u>300</u>		\$ <u>400</u>	
6	FIRE DRILLS (Two per year)	\$ <u>85</u> x 2	\$ 170	\$ <u>85</u> x 2	\$ 170		
7	FIRE HYDRANT TESTING (Annually per calendar year)			\$ <u>85</u> x 2	\$ 170	\$ <u>85</u> x 4	\$ 340
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump						
9	FIRE PUMP TEST (Annually per Calendar year)						

A	Pricing - Fire Alarm Maintenance-Repair	01. County Operations Center Bldg B		02. County Operations Center Bldg C		03. OC Data Center	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)						
11	EXHAUST EVACUATION TEST (Annually per calendar year)						
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test			\$ 340	\$ 680	\$ 500	\$ 1,000
13	Leak Detection Inspect/Test (Annually per calendar year)						\$ 340
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)						
15	YEARLY GRAND TOTAL (A-01, 02 & 03)		\$8,078		\$ 8,878		\$ 20,523

A	Pricing - Fire Alarm Maintenance-Repair	04. Public Defender		05. Hall of Administration		06. OC Public Works Central Utility Facility	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year		\$ 3,644		\$ 9,121		\$ 1,648
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ 225	\$ 900	Per Test / Quarterly \$ 937	\$ 3,748	Per Test / Quarterly \$ 225	\$ 900
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)		\$ 170		\$ 680		\$ 50
b	Test smoke detector sensitivity – (Annually per calendar year)		\$ 170		\$ 680		\$ 50
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ 85	\$ 1,020	Per Month \$ 85	\$ 1,020	Per Month \$ 85	\$ 1,020
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ 300		\$ 500		\$ 300	
6	FIRE DRILLS (Two per year)	\$ 85 x 2	\$ 170	\$ 85 x 2	\$ 170		
7	FIRE HYDRANT TESTING (Annually per calendar year)						
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump			Per Month \$ 255	\$ 2,805		

A	Pricing - Fire Alarm Maintenance-Repair	04. Public Defender		05. Hall of Administration		06. OC Public Works Central Utility Facility	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
9	FIRE PUMP TEST (Annually per Calendar year)				\$ 600		
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)						
11	EXHAUST EVACUATION TEST (Annually per calendar year)						
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test	\$ 450	\$ 900	\$ 300	\$ 600		
13	Leak Detection Inspect/Test (Annually per calendar year)						
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)						
15	YEARLY GRAND TOTAL (A-04, 05 & 06)		\$ 6,974		\$ 19,424		\$ 3,668

A	Pricing - Fire Alarm Maintenance-Repair	07. OC Public Works Headquarters		08. Sheriff Forensic		09. Hutton Towers Parking 1002 Santa Ana Blvd	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year		\$ 10,151		\$ 9,179		\$ 500
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ <u>2,100</u>	\$ 8,400	Per Test / Quarterly \$ <u>2,962</u>	\$ 11,848	Per Test / Quarterly \$ <u>225</u>	\$ 900
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)		\$ 340		\$ 340		
b	Test smoke detector sensitivity – (Annually per calendar year)		\$ 340		\$ 340		
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ <u>800</u>		\$ <u>800</u>		\$ <u>300</u>	
6	FIRE DRILLS (Two per year)	\$ <u>85</u> x 2	\$ 170	\$ <u>85</u> x 2	\$ 170		
7	FIRE HYDRANT TESTING (Annually per calendar year)						
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump	Per Month \$ <u>255</u>	\$ 2,805	Per Month \$ <u>255</u>	\$ 2,805	Per Month \$ <u>255</u>	\$ 2,805

A	Pricing - Fire Alarm Maintenance-Repair	07. OC Public Works Headquarters		08. Sheriff Forensic		09. Hutton Towers Parking 1002 Santa Ana Blvd	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
9	FIRE PUMP TEST (Annually per Calendar year)		\$ 600		\$ 600		\$ 600
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)		\$ 340		\$ 340		
11	EXHAUST EVACUATION TEST (Annually per calendar year)		\$ 340		\$ 340		
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test	\$ 680	\$ 1,360	\$ 680	\$ 1,360		
13	Leak Detection Inspect/Test (Annually per calendar year)						
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)						
15	YEARLY GRAND TOTAL (A-07, 08 & 09)		\$ 25,866		\$ 28,342		\$ 5,825

A	Pricing - Fire Alarm Maintenance-Repair	10. Stadium Parking 1020 W Civic Center		11. Courthouse Parking 690 W Civic Center		12. Health Care Agency Epidemiology Lab (Modular) 1719 W 17th St	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year		\$ 500		\$ 1,300		
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ 225	\$ 900	Per Test / Quarterly \$ 225	\$ 900	Per Test / Quarterly \$ 200	\$ 800
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)		\$ 50				
b	Test smoke detector sensitivity – (Annually per calendar year)		\$ 50				
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ 85	\$ 1,020	Per Month \$ 85	\$ 1,020		
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ 300		\$ 300		\$ 300	
6	FIRE DRILLS (Two per year)						
7	FIRE HYDRANT TESTING (Annually per calendar year)						
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump	Per Month \$ 255	\$ 2,805	Per Month \$ 255	\$ 2,805		

A	Pricing - Fire Alarm Maintenance-Repair	10. Stadium Parking 1020 W Civic Center		11. Courthouse Parking 690 W Civic Center		12. Health Care Agency Epidemiology Lab (Modular) 1719 W 17th St	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
9	FIRE PUMP TEST (Annually per Calendar year)		\$ 600		\$ 600		
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)						
11	EXHAUST EVACUATION TEST (Annually per calendar year)						
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test						
13	Leak Detection Inspect/Test (Annually per calendar year)						
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)						
15	YEARLY GRAND TOTAL (A-10, 11 & 12)		\$ 5,925		\$ 6,625		\$ 800

A	Pricing - Fire Alarm Maintenance-Repair	13. MOB Parking 313 & 343 City Drive		14. Harbor Patrol Headquarters		15. Youth Guidance Center	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year		\$ 1,552		\$1,511		\$ 5,187
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ <u>700</u>	\$ 2,800	Per Test / Quarterly \$ <u>225</u>	\$ 900	Per Test / Quarterly \$ <u>125</u>	\$ 500
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)		\$ 50				\$ 211
b	Test smoke detector sensitivity – (Annually per calendar year)		\$ 50				\$ 211
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020	Per Month \$ <u>85</u>	\$ 1,020
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ <u>600</u>		\$ <u>300</u>			
6	FIRE DRILLS (per year)					\$ <u>170</u> x 12	\$ 2,040
7	FIRE HYDRANT TESTING (Annually per calendar year)					\$ <u>140</u> x 2	\$ 280

A	Pricing - Fire Alarm Maintenance-Repair	13. MOB Parking 313 & 343 City Drive		14. Harbor Patrol Headquarters		15. Youth Guidance Center	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY	OTHER	YEARLY
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump	Per Month \$ <u>255</u>	\$ 2,805				
9	FIRE PUMP TEST (Annually per Calendar year)		\$ 600				
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)						
11	EXHAUST EVACUATION TEST (Annually per calendar year)						
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test						
13	Leak Detection Inspect/Test (Annually per calendar year)						
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)					\$ <u>175</u> x 2	\$ 350
15	YEARLY GRAND TOTAL (A-13, 14 & 15)		\$ 8,877		\$ 3,431		\$ 9,799

A	Pricing - Fire Alarm Maintenance-Repair	16. OC Public Works Operations Maint. & Watershed Lab 2245 Glassell St		17. Los Pinos Conservation Camp		18. Bella's Kitchen Both Locations 301 City Drive Orange 625 Ross St Santa Ana	
	FREQUENCY	YEARLY	YEARLY	YEARLY	OTHER	OTHER	OTHER
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year				\$ 8,304		
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ <u>125</u>	\$ 500	Per Test / Quarterly \$ <u>696</u>	\$ 2,784		
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS						
a	Clean smoke detectors – 1 st of year (Annually per calendar year)				\$ 1,369		
b	Test smoke detector sensitivity – (Annually per calendar year)				\$ 1,369		
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.	Per Month \$ <u>170</u>	\$ 2,040	Per Month \$ <u>1,670</u>	\$ 20,040		

A	Pricing - Fire Alarm Maintenance-Repair	16. OC Public Works Operations Maint. & Watershed Lab 2245 Glassell St		17. Los Pinos Conservation Camp		18. Bella's Kitchen Both Locations 301 City Drive Orange 625 Ross St Santa Ana	
	FREQUENCY	YEARLY	YEARLY	YEARLY	OTHER	OTHER	OTHER
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ <u>550</u>		\$ <u>2,500</u>			
6	FIRE DRILLS (Two per year)						
7	FIRE HYDRANT TESTING (Annually per calendar year)		\$ 140				
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump						
9	FIRE PUMP TEST (Annually per Calendar year)						
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)						
11	EXHAUST EVACUATION TEST (Annually per calendar year)						
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test						
13	Leak Detection Inspect/Test (Annually per calendar year)						
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)			\$ <u>350</u> x 2	\$ 700	\$ <u>175</u> x 2	\$ 350
15	YEARLY GRAND TOTAL (A-16, 17 & 18)		\$ 2,680		\$ 34,566		\$ 350

A Pricing - Fire Alarm Maintenance-Repair		19. Civic Center Parking Structure		20. Appellate Court Parking Structure	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY
1	INSPECT/TEST - FIRE ALARM Inspect and test 100% of the fire alarm system -- Annually per calendar year				\$ 380
2	INSPECT/TEST - FIRE SPRINKLER SYSTEM Inspect and test fire sprinkler system (Quarterly per calendar year) [100% of system/test-four (4) tests/year]	Per Test / Quarterly \$ <u>225</u>	 \$ 900		
3	MAINTENANCE - SMOKE DETECTOR & DUCT DETECTORS				
a	Clean smoke detectors – 1 st of year (Annually per calendar year)				
b	Test smoke detector sensitivity – (Annually per calendar year)				

A Pricing - Fire Alarm Maintenance-Repair		19. Civic Center Parking Structure		20. Appellate Court Parking Structure	
	FREQUENCY	OTHER	YEARLY	OTHER	YEARLY
4	MAINTENANCE – GENERAL-MONTHLY Inspect, test, adjust, clean and lubricate; preventive maintenance; and maintain system in operable condition.				
5	TITLE 19 FIVE YEAR FIRE SPRINKLER CERTIFICATION (Every 5 years when applicable) Each	\$ <u>300</u>			
6	FIRE DRILLS (Two per year)				
7	FIRE HYDRANT TESTING (Annually per calendar year)				
8	FIRE PUMP CHURN (Monthly) One Jockey Pump & One Fire Pump				
9	FIRE PUMP TEST (Annually per Calendar year)				
10	STAIRWELL PRESSURIZATION TESTING (Annually per calendar year)				
11	EXHAUST EVACUATION TEST (Annually per calendar year)				
12	HALON TESTING (Semi-Annually) Includes Pre-Action Inspect/Test				
13	Leak Detection Inspect/Test (Annually per calendar year)				
14	TEST HOOD SUPPRESSION SYSTEM (semi-annually)				
15	TEST – Dry Sand Pipes / Every Five years - Each			\$ 1,320	
16	YEARLY GRAND TOTAL (A-19 & 20)		\$ 900		\$ 380

B. Additional Work: (Any additional services not listed in the Contract must be approved by County Project Manager in accordance with Attachment “A”, Section XII).

Additional Work shall not exceed \$ 10,000

C. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$ 211,911

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor’s profit will not be allowed.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR'S EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. PAYMENT TERMS:** Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods not provided, or when goods do not meet the contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods.

- VII. INVOICING INSTRUCTIONS:** Contractor will provide an invoice on Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (a), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/OCFO
Attn: Accounts Payable
1143 East Fruit Street
Santa Ana, CA 92701-4204

ATTACHMENT C

ORANGE COUNTY PROBATION DEPARTMENT

909 N. Main St., Suite 1
Santa Ana, CA. 92701
(METERED PARKING IS AVAILABLE)

VENDOR CLEARANCE PROCESS

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a background investigation, including being fingerprinted. The background investigation process takes a minimum of two weeks to complete.

Note: A number of situations will prevent you from clearing this process including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest, or pending criminal matters.

To begin the clearance process you must:

1. Call and make an appointment with:
 - **Norma Martinez (714) 569-2182**
2. On the day of your appointment, report to street level reception at the Santa Ana Office.
3. Bring the following required identification with you to your appointment:
 - Government issued picture identification (i.e. driver's license)
 - Valid Social Security Card (a photocopy is not acceptable)

(Note: If you do not have the required identification, you will not be permitted to proceed with the clearance process.)

Do not contact the Probation Department for clearance results. The results will be forwarded to the Probation Department's project coordinator and you will be notified.