

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 10, 2013

ITEM TITLE:

Consider an Extension to the Existing Agreement for Tyco/SimplexGrinnell to Provide District-Wide Fire System Testing, Inspection, Repair and Maintenance on a Month-to-Month Basis

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested to extend an existing agreement with Tyco/Simplex Grinnell to provide District-wide fire system testing, inspection, repair and maintenance on a month-to-month basis, starting from July 1, 2013 to December 31, 2013, in the amount not-to-exceed of \$76,000.00.

ITEM SUMMARY:

In compliance with Education Code Section 81644 and the District's Administrative Procedures 6340, the District may only continue contracts for services for a maximum of five (5) years. The vendor's existing agreement ended June 30, 2013.

This request is critical because SimplexGrinnell's services is needed to minimize hazards to life and property. Also, the services of fire devices testing and maintenance will ensure public health and safety, and conform to California State Fire Marshal's fire and life safety codes. As required by California Public Contract Code Sections 20651-20660 and Board Policy 6330, the District will solicit for a new Request for Proposal (RFP) to procure this service. As an authorized agent, SimplexGrinnell has provided proprietary services to the District for the past five (5) years; they will bill on monthly basis for their services.

The District will solicit a Request for Proposal (RFP) with an objective to establish a new agreement with a selected company to provide fire system testing, inspection, repair and maintenance services. Services with SimplexGrinnell will end when a new bid is approved and awarded by the Chancellor and the governing Board of Trustees. A 30 day notice will be given to the current vendor, once a new contract is established.

SimplexGrinnell is an authorized service agent that has been providing proprietary equipment, fire system testing, inspection, repair and maintenance to all District facilities. The District's fire alert system is manufactured by SimplexGrinnell. This system has been installed in all District buildings for over twenty years. The firm also performed system testing, inspections, maintenance and upgrades. SimplexGrinnell's equipment is now the District's standard. Due to the proprietary nature of the fire system, only SimplexGrinnell or licensee has been able to perform maintenance and repair services throughout the District these past five (5) fiscal years. The firm is a California corporation located in Livermore, California; the business is managed by Willard McCune and their sales representative is Eric Brent.

SimplexGrinnell will bill on a monthly basis for their services for District Administrative Complex, College of Alameda, Laney College, Merritt College and Berkeley City College for the period from July 1, 2013 to December 31, 2013. The billing rate indicated below has increased by 1.34 percent (1.34%) from the previous rate.

Services (Location) / Month	Monthly Fee
	July 1, 2013 – December 31, 2013
Testing and Inspection (District)	\$423.00
Testing and Inspection (COA)	\$1870.00
Testing and Inspection (Laney)	\$3234.00
Testing and Inspection (BCC)	\$795.00
Testing and Inspection (Merritt)	\$1826.00
Total Testing and Inspection	\$8,148.00
Maintenance and Repair (D-W)	\$4500.00
TOTAL:	\$12,648.00
Services for 6 Months	
Total Services from July 1, 2013 – December 31, 2013	\$75,888.00

The company has provided quality fire system testing, inspection, repair and maintenance at all college campuses for years and quality work will continue through this contract. Board approval is necessary because their previous service contract expired on June 30, 2013 and vendor's billing to date will be \$76,000 on all contracts, which exceeds the annual \$25,000 service threshold for General Fund expenditures.

In summary, SimplexGrinnell is an authorized agent, has been providing proprietary services to District for the last five (5) years. All Board approved contracts are subject to final negotiation and execution by the Chancellor. The Chancellor recommends approval

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

General Fund

BACKGROUND/ANALYSIS:

Testing and Inspection of the Fire System for College of Alameda, Laney College, Berkeley City College and Merritt College was formally bid and awarded to SimplexGrinnell at the June 24, 2008 Board meeting for a period of three (3) years, for a total of \$439,147.96, or \$93,049.32 per year. The Board of Trustees approved the company's current Agreement on June 14, 2011, in an amount not-to-exceed \$299,104.00 for a two-year period. Under the original Agreement with the District, the firm provided district-wide fire system testing, inspection, repair and maintenance for a two-year period beginning July 1, 2011 through June 30, 2013. For the period of July 1, 2011 through June 30, 2013, as allowed by the Education Code Section 17596, the District continued their contracts for service under the same pricing for a maximum of five (5) years, which ended on June 30, 2013. The expenditure for testing and inspection was \$191,104.00 and the cost for maintenance and repair was \$108,000.00, totaling \$299,104.

Tyco/SimplexGrinnell, as a proprietary service provider, had an original agreement with the District for a period of five (5) years. To continue to provide fire and life safety to the public, the firm provided a proposal to extend the original Agreement on a month-to-month basis for the service period of July 1, 2013 to December 31, 2013.

DELIVERABLES AND SCOPE OF WORK:

Tyco/SimplexGrinnell shall maintain fire and life safety services on all college campuses listed above, including the District Administrative Complex. It should be noted that Tyco/SimplexGrinnell currently provides proprietary District-wide fire system testing, inspection, repair and maintenance services.

ANTICIPATED COMPLETION DATE:

Tyco/SimplexGrinnell will provide District-wide fire system testing, inspection, repair and maintenance for a period of six (6) months, starting July 1, 2013 to December 31, 2013.

ALTERNATIVES/OPTIONS:

There are no reasonable alternatives for this contracted period.

EVALUATION AND RECOMMENDED ACTION:

Approval is recommended to extend the services of SimplexGrinnell for District-Wide Fire System Testing, Inspection, Repair and Maintenance for a period of six (6) months at a cost of \$103,812 (\$17,302/month).

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ NO X

COMMENTS:

If the existing Agreement is not extended, then public health and safety are at risk and the District takes a chance on violating California State Fire Marshal's fire and life safety codes.

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? Vice Chancellor Ikharo

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Ronald Gerhard
Ron Gerhard, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: Thuy Thi Nguyen
Thuy Thi Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: José M. Ortiz
Dr. José M. Ortiz, Chancellor

Customer:

District Office Complex

Date: 03-SEP-13

Proposal #: 273302

Quote #: 289877

Term: 01-JUL-13 to 31-DEC-13

Billing Customer:

District Office Complex

333 E 8th St

OAKLAND, CA 94606-0000

Service Location:

District Office Complex

333 E 8th St

OAKLAND, CA 94606-0000

SimplexGrinnell

Sales Representative:

ERIC BRENT

6952 Preston Ave Ste A

LIVERMORE, CA 94551

EBrent@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Fire Alarm Test & Inspect

SIMPLEX 4100/4020 FIRE ALARM SYSTEM

Main Fire Alarm Panel	4	Quarterly	
Fire Alarm Battery (each)	14	Annual	
Smoke Sensor Addressable	35	Annual	
Duct Sensor Addressable	7	Annual	
Pull Station	6	Annual	
Audio-Visual Unit Addressable	83	Annual	
Remote Power Supply/NAC Extender	3	Annual	
Waterflow Electronic Test	4	Semi-Annual	
Tamper Switch(electronic test only)	3	Semi-Annual	

Sprinkler Test & Inspect

WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	3	Quarterly	
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Sprinkler Test & Inspect

STANDPIPE SYSTEM

Standpipe Test & Inspect	1	Annual	
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Monthly pricing

\$ 423.00



Service Solution

Customer:
 District Office Complex
 Date: 03-SEP-13
 Proposal #: 273302
 Quote #: 289878
 Term: 01-JUL-13 to 31-DEC-13

Billing Customer:
 District Office Complex
 333 E 8th St
 OAKLAND, CA 94606-0000

Service Location:
 College Of Alameda
 555 Atlantic Ave
 Alameda, CA 94501-2109

SimplexGrinnell
Sales Representative:
 ERIC BRENT
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 EBrent@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	12	Quarterly	
Smoke Sensor Addressable	130	Annual	
Heat Detector Restorable	6	Annual	
Duct Sensor Addressable	43	Annual	
Pull Station	61	Annual	
Audio-Visual Unit Addressable	287	Annual	
Remote Power Supply/NAC Extender	6	Annual	
Waterflow Electronic Test	8	Semi-Annual	
Tamper Switch(electronic test only)	11	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	4	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	2	Semi-Annual	
Suppression Gas Systems Test & Inspect			
HALON SYSTEM			
FM200 or Halon System	2	Semi-Annual	
Kitchen Hood Test & Inspect			

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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HOOD SYSTEM

Single Tank Suppression System

3

Semi-Annual

Monthly Pricing

\$1,870.00



Service Solution

Customer:
 District Office Complex
 Date: 03-SEP-13
 Proposal #: 273302
 Quote #: 289881
 Term: 01-JUL-13 to 31-DEC-13

Billing Customer:
 District Office Complex
 333 E 8th St
 OAKLAND, CA 94606-0000

Service Location:
 Laney College
 900 Fallon St
 OAKLAND, CA 94607-0000

SimplexGrinnell
Sales Representative:
 ERIC BRENT
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 EBrent@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	17	Quarterly	
Fire Alarm Battery (each)	64	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	297	Annual	
Heat Detector Restorable	28	Annual	
Duct Sensor Addressable	76	Annual	
Pull Station	142	Annual	
Audio-Visual Unit Addressable	506	Annual	
Remote Power Supply/NAC Extender	17	Annual	
Waterflow Electronic Test	25	Semi-Annual	
Tamper Switch(electronic test only)	24	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	13	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	3	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Hose valve outlets	2	Semi-Annual	

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Sprinkler Test & Inspect

FIRE PUMP SYSTEM

Fire Pump - Diesel With Flow Meter

1

Annual

Kitchen Hood Test & Inspect

HOOD SYSTEM

Single Tank Suppression System

5

Semi-Annual

Monthly pricing

\$3,234.00

Customer:
 District Office Complex
 Date: 03-SEP-13
 Proposal #: 273302
 Quote #: 289895
 Term: 01-JUL-13 to 31-DEC-13

Billing Customer:
 District Office Complex
 333 E 8th St
 OAKLAND, CA 94606-0000

Service Location:
 Merritt College
 12500 CAMPUS DR
 OAKLAND, CA 94619-0000

SimplexGrinnell
Sales Representative:
 ERIC BRENT
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 EBrent@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	11	Quarterly	
Fire Alarm Battery (each)	18	Annual	
Smoke Sensor Addressable	263	Annual	
Heat Detector Restorable	20	Annual	
Duct Sensor Addressable	18	Annual	
Pull Station	53	Annual	
Audio-Visual Unit Addressable	319	Annual	
Door Holder	9	Annual	
Remote Power Supply/NAC Extender	8	Annual	
Waterflow Electronic Test	10	Semi-Annual	
Tamper Switch(electronic test only)	10	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	6	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	2	Semi-Annual	
Kitchen Hood Test & Inspect			
HOOD SYSTEM			
Single Tank Suppression System	2	Semi-Annual	

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Monthly Pricing

\$1,826.00

Customer:

District Office Complex

Date: 03-SEP-13

Proposal #: 273302

Quote #: 289897

Term: 01-JUL-13 to 31-DEC-13

Billing Customer:

District Office Complex

333 E 8th St

OAKLAND, CA 94606-0000

Service Location:

Berkeley City College

2050 Center St

BERKELEY, CA 94704-0000

SimplexGrinnell

Sales Representative:

ERIC BRENT

6952 Preston Ave Ste A

LIVERMORE, CA 94551

EBrent@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	12	Annual	
Annunciator	2	Annual	
Graphical Screen	1	Annual	
Smoke Sensor Addressable	112	Annual	
Heat Detector Restorable	15	Annual	
Duct Sensor Addressable	27	Annual	
Pull Station	26	Annual	
Audio-Visual Unit Addressable	152	Annual	
Door Holder	30	Annual	
Remote Power Supply/NAC Extender	5	Annual	
Waterflow Electronic Test	14	Semi-Annual	
Tamper Switch(electronic test only)	28	Semi-Annual	
ALARM & DETECTION- MONITORING			
SIMPLEX 4100U SYSTEM			
Fire Alarm Monitoring Basic Service (Up to 100 Devices)	1		
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Annual	
Sprinkler Test & Inspect			
FIRE PUMP SYSTEM			
Fire Pump - Electric With Flow Meter	1	Annual	

Monthly Pricing

\$795.00

SUMMARY OF SERVICES**Sprinkler Test & Inspect - WET SPRINKLER SYSTEM****TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Hose valves each to be inspected for damage, leaks or missing parts.

Sprinkler Test & Inspect - FIRE PUMP SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); installing calibrated test gauges (suction & discharge); flowing water thru the flow meter (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following

readings are taken at each point, discharge pressure, suction pressure, RPM's, volts and amps*; the net pressure is calculated (discharge - suction = net)

*Volts and amp readings are required (electric pumps only) and to be performed by a qualified person or a subcontractor.

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); inspect the fuel level, antifreeze level, battery condition and cell level; check exhaust system, installing calibrated test gauges (suction & discharge); flowing water thru the flow meter; water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's; the net pressure is calculated (discharge - suction = net);

Fire Alarm Test & Inspect - SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIMPLEX PROG 4100U SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Suppression Gas Systems Test & Inspect - HALON SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible special hazards fire suppression devices listed and currently connected to special hazards fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage and pressure readings
- Required device tags

Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Sprinkler Test & Inspect - STANDPIPE SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Kitchen Hood Test & Inspect - HOOD SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Required device tags

Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning - 100% of Devices Annual**DETECTOR CLEANING SMOKE DETECTORS:**

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

Smoke Detector Cleaning - 50% of Devices Annual

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

Smoke Detector Sensitivity Testing - 100% of Devices Annual**SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Smoke Detector Sensitivity Testing - 50% of Devices Annual**SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Fire Alarm Monitoring Basic Service (Up to 100 Devices)

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

SPECIAL PROVISIONS

1.) This is a contract renewal starting July 1, 2013 and ending on December 31, 2013. This contract will be invoiced monthly. The scheduling frequency of the inspections (testing) will stay the same.

2.) This contract covers the following buildings per site:

District Office- District Conroy, District DAC, District Sheriff's Office, and District Warehouse

Inspections will be done the following months:

Fire Alarm (Quarterly) - March, June, September, and December
Wet Sprinkler (Quarterly) - March, June, September, and December
Standpipe (Semi-Annual) - March and September

Berkeley City College- All of the campus at 2050 Center St., Berkeley.

Inspections will be done the following months:

Fire Alarm (Semi-Annual)-January and July
Wet Sprinkler (Quarterly)-January, April, July, and October
Standpipe (Semi-annual) - March and September
Fire pump (annual) - July

College of Alameda- Avia A, Avia B, Building A, B, C, D, DMB, F, CCC, Gymnasium, LRC, Cougar Village 1-9, and Cal-Works.

Inspections will be done the following months:

Fire Alarm (Quarterly) - March, June, September, and December
Wet Sprinkler (Quarterly) - March, June, September, and December
Standpipe (Semi-Annual) - March and September
Gas Suppression (Semi-annual) - March and September
Kitchen Hood (Semi-annual) - April and October

Laney College- Laney Admin., Laney Bldg. A, B, C, D, E, F, G, Theatre, CCC, College Art Center, Forum, Gymnasium, Locker Room, Library, SC, Sculpture, Counsel 1-2, Eagle Village 1-10, and the Field House.

Inspections will be done the following months:

Fire Alarm (Quarterly) - March, June, September, and December
Wet Sprinkler (Quarterly) - March, June, September, and December
Standpipe (Semi-Annual) - March and September
Kitchen Hood (Semi-annual) - April and October
Fire Pump (Annual) - September

Merritt College- Buildings A, CCC, D, E, F, Gym, Hort, Library, College Dining Trailer Portable, OUHSD portables, Q, R, and P

Inspections will be done the following months:

Fire Alarm (Quarterly) - March, June, September, and December
Wet Sprinkler (Quarterly) - March, June, September, and December
Standpipe (Semi-Annual) - March and September
Kitchen Hood (Semi-annual)- June and December



Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **District Office Complex** and is effective **01-JUL-13** to **31-DEC-13** (the "Initial Term").

PAYMENT TERM: *Monthly in Advance*
PAYMENT AMOUNT:

Annual pricing

Quote #: 289877	\$5,074.00	<input type="checkbox"/>
Quote #: 289878	\$23,312.00	<input type="checkbox"/>
Quote #: 289881	<i>\$39,663.00</i>	<input type="checkbox"/>
Quote #: 289895	\$22,767.00	<input type="checkbox"/>
Quote #: 289897	\$9,367.00	<input type="checkbox"/>

Annual Total: \$100,183.00

Customer Initial

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

District Office Complex

SimplexGrinnell

Signature: _____

ERIC BRENT

Print Name: _____

Phone #: _____

Title: _____

Fax #: _____

Phone#: _____

License #: _____
(If Applicable)

Fax #: _____

Authorized Signature: _____

Email: _____

Print Name: _____

PO#: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.



DEPARTMENT OF GENERAL SERVICES—PROJECT

EVALUATION FORM

Vendor: SimplexGrinnell
 Vendor No.: 600562 Date: August 9, 2012

This evaluation form is to be used by the Department of General Services and external Project Managers and Construction Managers to evaluate all projects including Consultants contracts.

The Department of General Services recognizes that Consultant cannot improve or sustain good performance without project-specific constructive feedback. This evaluation is to provide constructive feedback and will be kept on file for review for future consultant selection.

Interim evaluations are used to give timely performance feedback, and allows opportunity for performance modification to ensure the project's success.

Final evaluation is used for future Consultant selection, and helps the District's General Services Department develop and hire the best possible firms.

PROJECT INFORMATION

Project No:	ICC 12035	Project Name: Provide physical bridge connection between 860 Atlantic Avenue and the Sheriff's Office:	
Project Start Date:	6/4/2012	Location of Project: DAC & 860 Atlantic:	% Complete: : 100%
Scope of Work: To enable the fire/life safety system to announce in other than just locally (860 Atlantic), provide the hardware/software at both that location and the sheriff's office.			
Type of Work:	Priority upgrade	Facilities Project Manager:	R. Beckwith
Firm Name:	SimplexGrinnell	Consultant Project Manager:	N/A
Evaluation Date:	August 9, 2012	Evaluation Type: (Check one)	<input type="checkbox"/> Interim or <input checked="" type="checkbox"/> Final

RATING SYSTEM DEFINITIONS

Scale	Rating Name	Rating Description
5	Outstanding	Deliverables exceed standards with minimal District General Service's direction; seeks opportunities for self-improvement; models, coaches and inspires excellent service; owns project problems and offers analysis of resolution options.
4	Great	Deliverables exceed standards with some District General Service's direction; frequently checks in on status of service and provides consistent quality service; identifies project problems in advance and offers timely alternative options.
3	Good	Deliverables meet standards with some District General Service's direction; provides expected service and quality checks required by the contract; helps to analyze and resolve problems as they occur.
2	Improvement Needed	A comment is required. Deliverables eventually meet minimum standards with frequent District General Service's coaching required; provides mediocre service, rarely checking for feedback; unaware of problems until discovery by others, then provides weak solution analysis.
1	Unacceptable	A comment is required. Deliverables are substandard even with frequent District General Service's coaching; rarely provides expected service and no quality service checks are evident; unaware of

CAPITAL PROJECTS

		problems until discovery by others, then unable to provide analysis or resolution options.
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GENERAL MANAGEMENT

Complete this section for all services

	Score	Comment
1) RESOURCES —Manages resources effectively including, sub-consultants, schedules meetings and provides progress reports, and milestones.	5	Was able to immediately mobilize and complete this work within a tight time frame (10 days).
2) QUALITY CONTROL —Provides quality control throughout the project. Follows the District's standards. Implements a quality control/assurance plan for the project.	5	This project was completed with complete accuracy.
3) COMMUNICATION — Communicates effectively with the Project Team, Sub-consultants, Stakeholders, District Management, and at meetings.	5	Director Beckwith was continually aware of progress.
4) BUDGET —Manages budgets effectively. Brings projects in within budget. Reviews all invoices and makes sure proper scope of work is addressed on invoices, and submits invoices on time.	5	All work was completed within budget.
5) MANAGEMENT —Manages the contract and modifications. Negotiates change orders in a fair collaborative and open manner.	5	No change orders.
6) POLICY —Understands and conforms to the District's General Services policies, procedures, standards, manuals of instruction, and if applicable any State-Aid requirements.	5	Worked within District guidelines.
7) SCHEDULE —Develops and meets a realistic schedule for the project and scope of services.	5	This project's accelerated schedule was maintained.
8) OPERATION —Reviews drawings/specifications and works with Project Manager to mitigate exposure to change orders. Understands the entire project scope and work to makes sure sub-consultants understand the scope.	5	Although no drawings were developed by the District for this fast track project, SimplexGrinnell understood this project well
9) PROVIDES SOLUTIONS —Proposes innovative solutions to Design & Construction Challenges.	4	No unique solutions were required.
10) TEAMWORK —Works effectively with project team members and stakeholders.	5	Worked in unison with the District and the plumbing company.
TOTAL FOR GENERAL MANAGEMENT	49	

ENVIRONMENTAL SERVICES

Complete this section if this contract is for environmental services.

	Score	Comment
1) QUALITY —Prepares quality environmental documents.		
2) FOLLOWS THE LAW —Understands and conforms with state and local laws regarding environmental services.		
3) COLLEGE INVOLVEMENT —Involves the Colleges with regard to environmental issues. Makes sure Colleges are informed.		

CAPITAL PROJECTS

TOTAL FOR ENVIRONMENTAL SERVICES		
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DESIGN SERVICE

Complete this section if this contract is for design services.

	<u>Score</u>	<u>Comment</u>
1) DESIGN PROCESS —Follows the District’s General Services Design Process and is knowledgeable of Federal/State/Industry design standards.		
2) DESIGN GOALS —Design to the District’s needs, and fulfills project mitigation commitments for any environmental, right of way, utility, etc. requirements.		
3) CONTENT SOLUTION —Design connect with the College values and the build environment. Design meets the Districts Standards.		
4) DELIVERABLES —Develops quality plans, specifications, estimates, reports, meeting minutes.		
5) INNOVATION —Delivers a product that effectively applies innovative solutions to project challenges within the project requirements (scope, schedule, and budget).		
6) OUTSIDE AGENCIES —Works effectively with State & Local Agencies.		
TOTAL FOR DESIGN SERVICES		

CONSTRUCTION ENGINEERING MANAGEMENT

Complete this section if this contract is for construction engineering management.

	<u>Score</u>	<u>Comment</u>
1) PARTNERS —Effectively partners with Contractor, District General Services, District Consultants (AOR, IOR), State (DSA), Local Agency, Utility Firms, and adjacent property owners to work solutions to Design & Construction Challenges.		
2) INSPECTION AND TESTING —Performs and documents in a timely manner quality materials testing and inspections consistent with District’s General Services standards.		
3) OVERSIGHT —Ensures Contractors complies with the construction contract.		
4) WORKING ENVIRONMENT —Monitors and supports a SAFE work environment for project personnel and the public.		
5) CONTRACT ADMINISTRATION —Provides timely and accurate contract administration. Processes change orders, and payments on-time, reviews project documentation.		
6) CLOSEOUTS —Provides timely and accurate closeout process with state and local agencies.		
TOTAL FOR CONSTRUCTION ENGINEERING SERVICES		

CAPITAL PROJECTS

OVERALL EVALUATION COMMENTS/FEEDBACK

Director of Capital Projects Comments/Feedback: SimplexGrinnell performed excellently. -RWB, Director of Facilities and Operations	
Facilities Project Manager Feedback: How likely is it you will select this consultant for future projects? Check One: <input checked="" type="checkbox"/> Very Likely <input type="checkbox"/> Likely <input type="checkbox"/> Maybe <input type="checkbox"/> Unlikely (Explain) <input type="checkbox"/> Very Unlikely (Explain)	
Consultant Project Manager Comments/Feedback: N/A (no Consultant PM was utilized).	
Overall Evaluation Score:	49 out of 50

APPROVAL SIGNATURES

1. Project Manager

X

Signature

R. W. Beckwith

Print Name

8/9/2012

Date

x7269

Phone

2. Director of Capital Projects

X

Signature

Robert Dias

Print Name

8/9/2012

Date

510 466-7213

Phone

3. Vice Chancellor of General Services

X

Signature

Dr. Sadiq B. Ikharo

Print Name

8/13/12

Date

510 466-7336

Phone