

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
SERVICES AGREEMENT WITH REAX ENGINEERING FOR SMOKE CONTROL DESIGN AT THE SOUTH
COUNTY DETENTION FACILITY**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and Reax Engineering, Inc., a California Corporation ("CONSULTANT"). COUNTY and CONSULTANT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONSULTANT for the purpose of providing third party review and inspection of the smoke control system in relation to the South County Detention Facility, referred to as PROJECT; and
- B.** CONSULTANT has necessary licenses and qualifications to provide the services required by the COUNTY to complete this project; and
- C.** CONSULTANT is willing to enter into this AGREEMENT with COUNTY upon terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of August 1, 2017 and expires at 11:59 PM on July 31, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibits A and A-1**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONSULTANT must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
Reax SCDF Agreement**

COUNTY:

With a Copy to:

General Services Agency
Capital Projects Division
5953 S Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-636-5300

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONSULTANT:

Reax Engineering
1921 University Avenue
Berkeley, CA 94704
Phone No.: 510-629-4930
Fax No.: 510-550-2639

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: CONSULTANT represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONSULTANT to its terms. CONSULTANT acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
Reax SCDF Agreement**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Reax Engineering, Inc.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____

Deputy
Matter # 2018938



1921 University Ave. • Berkeley, CA 94704 • Phone 510-629-4930 • Fax 510-550-2639

Armin Wolski
wolski@reaxengineering.com

10 May 2016

Kyle Taylor
Capital Projects Tulare County
5953 South Moony Blvd
Visalia, CA 93277

Proposal for Peer Review Services Tulare County Detention Facility

Dear Mr. Taylor,

At your request, I am pleased to provide you this proposal for consulting services for review of the smoke control system design of the above referenced project.

The primary goal of the review is to ensure that the contractor design build submittals reflect the intent of the approved smoke control report and are in compliance with the intent of the smoke control requirements of the applicable California Building and Fire Codes (CBC/CFC). We have developed the following anticipated scope of services to perform the peer review:

Proposed Scope of Services

1. Review the smoke control report to re-familiarize ourselves with the design intent.
2. Review the architectural drawings for conformance with the intent of the report. Eight hours have been budgeted.
3. Review the HVAC (mechanical) drawings for conformance with the intent of the report. Eight hours have been budgeted.
4. Review the electrical drawings for conformance with the intent of the report. Four hours have been budgeted.
5. Review the fire alarm drawings for conformance with the intent of the report. Eight hours have been budgeted.
6. Review fire sprinkler drawings for conformance with the intent of the report. Four hours have been budgeted.
7. Review fire alarm specifications. Two hours have been budgeted.
8. Prepare letter review discussing our findings. Identify any changes, if necessary to the contractor's submittal drawings. Two hours have been budgeted.
9. As necessary, discuss with you and the design team, the letter review and any other issues related to the findings. One teleconference is anticipated. Two hours have been budgeted.
10. Review any changes to the design documents, as a result of the initial letter review and teleconference. Four hours have been budgeted.

11. Provide final report.
12. Perform two site visits and provide witness-testing service in spot-checking the functionality of the smoke control system prior to the visit of the State Fire Marshal's representative.

In order to perform the review, Reax will require all drawings and submittals. Drawings are expected hard copy or electronic PDF format.

Fee Estimate

Work will be performed on a time and materials basis with an estimated budget of \$15,840 plus expenses. Expenses anticipated include printing, transportation and as necessary, express delivery.

Exclusion(s) and Additional Service(s)

1. Additional in person meetings will be considered additional services and will be performed on a time and materials basis at a rate of \$220/hour.
2. This review constitutes review of the smoke control system as it relates to the approved smoke control report and the CBC/CFC. It is not intended to be a complete review of all fire life safety code requirements.
3. One back check is included. Additional back checks will require additional services at a rate of \$220/hour.
4. Special inspection services and/or full witness testing of the entire smoke control system are not currently included.

Personnel

Personnel for this project are as follows:

Project Manager/Engineer – Armin Wolski, MSc, PE

Fire Analyst – Dan Murphy, PhD

Fire Protection Engineer – Chris Lautenberger, PhD, PE

Schedule

Work, which has begun, will continue upon receiving electronic notice to proceed followed by signing and returning the last page of this proposal.

Terms and Conditions

Terms and Conditions are provided in the attachment. To provide notice to proceed, please indicate so via email and counter sign this proposal and return it to Reax Engineering Inc. at the address above. We look forward to working with you.

Sincerely,



Armin Wolski, P.E.



1921 University Ave. ▪ Berkeley, CA 94704 ▪ Phone 510-629-4930 ▪ Fax 510-550-2639

Armin Wolski
wolski@reaxengineering.com

1 August 2017

Kyle Taylor
Capital Projects Tulare County
5953 South Moony Blvd
Visalia, CA 93277

Proposal for Third Party Special Inspection Witness Testing of the Smoke Control System at the New Tulare County Detention Facility

Dear Mr. Taylor,

At your request, I am pleased to provide you this proposal for consulting services for third party smoke control system design of the above referenced project. This is a follow-up proposal to be added to the 10 May 2016 proposal for review of smoke control system submittals.

The primary goal of the review is to ensure that the installed smoke control system reflects the intent of the approved smoke control report and is in compliance with the intent of the smoke control requirements of the applicable California Building and Fire Codes (CBC/CFC).

We have developed an anticipated scope of services (see below) to perform the third party special inspection. It is expected that representation from all relevant subcontractors will be available to activate their respective equipment. This includes but is not limited to, the general contractor, a start up-mechanical contractor, an electrical field technician contractor, and a fire alarm contractor. An air balance contractor is assumed to be provided by the mechanical contractor for certain elements of the special inspection, some of which are identified in the scope of services.

In general, the services require the presence of two representatives on behalf of Reax Engineering.

Proposed Scope of Services

1. Site Visit: Start up meeting with the team and site walk. Date to be determined.
2. Contractor submittal review as described in the May 10, 2016 proposal. (Included)
3. Testing Program Report.
4. Site visit for Equipment Verification (Visual inspection of make, model, installation, 1 day.)
 - a. dampers, ducts, and fans

- b. initiating devices
 - c. fire alarm panel
 - d. firefighter smoke control panel
 - e. doors and smoke barrier construction
 - f. power systems
 - g. equipment labels
 - h. duct pressure and fan capacity testing to be done by air balance contractor before visit.
5. Site Visit for Functional Testing (1-day)
- a. fans (directional testing and witness testing of flow rate by air balancer)
 - b. dampers (fault testing)
 - c. review duct pressure testing
6. Site Visit for Sequence of Operations Testing, Performance and Emergency Power Testing (2-3 days)
- a. Sequence of Operations
 - i. Check initiating devices
 - ii. Damper operation
 - iii. Door closing
 - iv. Check weekly self-test
 - b. System Performance Testing, performed during site visit for sequence of operations testing
 - i. fan operation, capacities
 - ii. corridor exhaust capacities (above)
 - iii. zone-to-passive differential
 - iv. door fan test by air balancer (if necessary)
 - v. door opening forces
 - c. Emergency Testing, performed during site visit for sequence of operations testing
 - i. fan operation, capacities
 - ii. duration test
7. Site visit: Final Demonstration Testing for Fire Marshal (1-day)
8. Draft Commissioning Report
9. Final Commissioning Report

A total of six site visits are therefore anticipated with a total of 7-8 days on-site for two persons.

In order to perform the review, Reax will require all drawings and submittals. Drawings are expected hard copy or electronic PDF format.

Fee Estimate

Work for scope items 1, 3-9 will be performed based on a fixed based fee of \$35,000 plus an additional not to exceed \$5,000 for reimbursable expenses, billed at cost. The fixed base fee is inclusive of travel time. Expenses are expected to include transportation costs, meals, overnight lodging at local hotels, printing and overnight deliveries. Scope item 2, already contracted, is to be performed by Reax

Engineering under the May 10, 2016 proposal. As the fee is based on a limited number of trips and days of testing, it is important that the contractor will successfully pre-test the system before Reax representatives arrive to perform third party special inspection.

Exclusion(s) and Additional Service(s)

1. In the event of equipment, installation failure, or construction defects which causes excessive delays (greater than 4 hours) such re-testing will be performed at the prevailing rate of \$185/hour per person. If retesting cannot be performed on the same day, requiring Reax to return to the site, retesting and travel time will also be billed at this prevailing rate.
2. This review constitutes special inspection of the smoke control system as it relates to the approved smoke control report and the CBC/CFC. It is not intended to be a complete review of all fire life safety equipment.

Personnel

Personnel for this project are as follows:

Project Manager/Engineer – Armin Wolski, MSc, PE

Fire Protection Engineer – Jonathan Sikes, PE

Schedule

Work, will begin upon receiving electronic notice to proceed followed by providing either written, hard copy or email direction.

Terms and Conditions

Terms and Conditions will be consistent with our previous contracted agreement for peer review services. To provide notice to proceed, please indicate so via email and counter sign this proposal and return it to Reax Engineering Inc. at the address above. We look forward to continue working with you and success on this project.

Sincerely,



Armin Wolski, P.E.

EXHIBIT B

CONTRACT SUM

The Owner shall pay the CONSULTANT in current funds for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, an amount not to exceed \$55,840.00.

Exhibit C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTPR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.