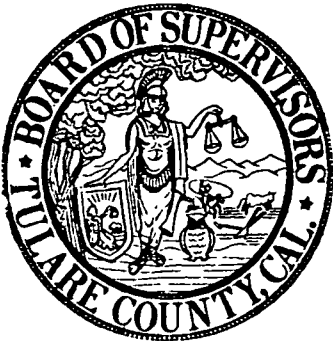


# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT WITH )  
REAX ENGINEERING, INC. FOR THE ) Resolution No. 2018-0498  
SOUTH COUNTY DETENTION FACILITY ) Agreement No. 28689

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR CROCKER, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 26, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,  
AND ENNIS  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE



ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: Mary Rorello  
Deputy Clerk

\* \* \* \* \*

1. Approved an Agreement with Reax Engineering, Inc. to provide third party review of the smoke control design and site inspections in support of the South County Detention Facility in an amount not to exceed \$55,840, retroactive to August 1, 2017 through July 31, 2019. This agreement is retroactive due to the need for services and delays in contract processing.
2. Found that the Board had authority to enter into the proposed agreement as of August 1, 2017 and that it was in the County's best interest to enter into the agreement on that date.
3. Authorized the Chairman to sign the Agreement.



**GENERAL SERVICES AGENCY  
CAPITAL PROJECTS  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** June 26, 2018 - **REVISED**

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Maria Benavides    PHONE: 624-7223				

**SUBJECT:** Agreement with Reax Engineering, Inc. for the South County Detention Facility

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an Agreement with Reax Engineering, Inc. to provide third party review of the smoke control design and site inspections in support of the South County Detention Facility in an amount not to exceed \$55,840, retroactive to August 1, 2017 through July 31, 2019. This agreement is retroactive due to the need for services and delays in contract processing.
2. Find that the Board had authority to enter into the proposed agreement as of August 1, 2017 and that it was in the County's best interest to enter into the agreement on that date.
3. Authorize the Chairman to sign the Agreement.

**SUMMARY:**

Third party review and inspection of the smoke control system is required as part of the South County Detention Facility construction process. In Fiscal Year 2016/17, Capital Projects contracted this work through a Professional Service Agreement, processed by Purchasing. In Fiscal Year 2017/18, a requisition was submitted to Purchasing for the same work. However, due to a clerical error, the agreement was not executed and services continued on the project.

The lapse in agreements was not discovered by Capital Projects until Reax submitted invoices which were unable to be paid. Staff understands the need to have an executed contract in place prior to authorizing a vendor to do work, and internal

**SUBJECT:** Agreement with Reax Engineering, Inc. for the South County Detention Facility

**DATE:** June 26, 2018

revisions to the process are being put in place to ensure this is avoided going forward.

Therefore, it is requested that the Board approve an Agreement with Reax Engineering to provide third party review and inspection of the smoke control design in support of the South County Detention Facility in an amount not to exceed \$55,840, retroactive to August 1, 2017; find that the Board had authority to enter into the proposed agreement as of August 1, 2017, and that it was in the County's best interest to enter into the amendment on that date; and authorize the Chairman to sign the Agreement.

**FISCAL IMPACT/FINANCING:**

This project is funded in the Capital Projects Fund 030-086-3230-8148.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's Strategic Business Plan includes the Safety and Security initiative to provide for the safety and security of the public. The South County Detention Facility Project aligns with the initiative by providing improved facilities for the protection of the public.

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
Kyle Taylor  
Capital Projects Coordinator III

cc: County Administrative Office

Attachment(s) Agreement with Reax Engineering

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**

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**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. Burrell 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**

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**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



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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.





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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.