



AGENDA

FACILITIES COMMITTEE MEETING

Wednesday, May 15, 2024, at 10:00 A.M.

Administrative Office, 1st Floor Community Room

138 S. Brandon Rd., Fallbrook CA 92028

In accordance with California Government Code Section 54953 teleconferencing will be used for this meeting. Board members, staff and members of the public will be able to participate by webinar by using the following link:

<https://us02web.zoom.us/j/83237333101?pwd=cnFlby94WDBabVIIYnppeUMxK2F1UT09>

Meeting ID: **832 3733 3101** Passcode: **140678** Participants will need to download the Zoom app on their mobile device. Members of the public will also be able to participate by telephone using the following dial in information: **+1-669-900-6833** Meeting ID: **832 3733 3101** Passcode: **140678**

1. CALL MEETING TO ORDER/ROLL CALL

2. PUBLIC COMMENTS - ANNOUNCEMENT

Members of the public may address the Board regarding any item listed on the Agenda at the time the item is being considered. Members of the public attending in-person need to fill-out a "Request to Speak" card and those attending by webinar need to raise their hand at this time and identify the Agenda item they would like to speak on. The Board has a policy limiting any speaker to not more than five minutes.

3. DISCUSSION ITEMS

Ongoing/Completed Projects at the Community Health & Wellness Center

- a) Building A: Room 2- Encinitas Design Group
- b) SiteLogiQ update
- c) Building B: Education Rooms 3-6 Conversion and Exterior Restrooms: arch 5 design
- d) Zoom Rooms – Admin and Community Health & Wellness Center: Building B: Room 4

4. BOARD MEMBER COMMENTS AND FUTURE AGENDA ITEMS-

5. ADJOURNMENT -

I certify that on May 10, 2024, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 24 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.

A handwritten signature in blue ink, appearing to read "August Wilkins", is written over a horizontal line.

Executive Assistant/Board Clerk



Date:

May 10, 2024

Project:

Fallbrook Wellness Center
Fallbrook, CA

Client

Rachel Mason, CEO of Fallbrook Regional Health District

Designer:

Arch 5 Design Studio
Rachelle Domingo-Rogers, Owner/Principal

Description of Work:

Design & Coordination for 2x exterior restrooms, 2x interior restrooms, and classroom interior remodel within existing stand-alone steel building. See Exhibit A for detailed phasing scope. No permits in this scope unless specified at a later date.

Designer's Responsibilities:

Arch5 Design Studio's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Arch5 Design Studio shall submit for the Client's approval, a schedule for the performance of the listed services, which may be adjusted as the project proceeds. This schedule shall include allowances for periods of time required for the Client/Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

Client/Owner acknowledges that Arch5 Design Studio's Principal Designer and main point of contact, is not a "Licensed Architect". If a Licensed Architect is required by any Government Agency and/or Landlord/Property Management of the Tenant space/building (per lease agreement requirements), Arch5 Design Studio will utilize their Licensed Partner to Review, Stamp, and Sign all drawings for an additional fee – refer to consultant fees section of this proposal. Arch5 Design Studio shall designate a representative authorized to act on behalf of the Principal Designer, with respect to the Project, when the Principal Designer deems the need to designate a representative/Project Manager.

Should the Principal Designer discern that the schedule will not be met for any reason, he or she shall so notify the Client/Owner as soon as practically possible.

It is also understood by the Client/Owner that Arch5 Design Studio has no control over governing agencies. Approval and review time periods can only be estimated. Additionally, neighborhood opposition or unforeseen revisions to the Client/Owner's approved design could lengthen the project schedule.

Release and Limited Indemnity:

Client/Owner agrees to release, indemnify and hold Arch 5 Design Studio, and their agents and assigns harmless from any and all liability, damages, costs, claims, demands, or losses arising from the work performed hereunder, except to the extent that such liability, etc., is caused by the willful or grossly negligent actions of Arch 5 Design Studio

Limitation of Liability:

Under no circumstances shall Arch 5 Design Studio's liability under this contract exceed the amount paid to Arch 5 Design Studio for labor fees, regardless of the basis of liability in tort, contract, or otherwise.

Property Rights:

All work performed by Arch 5 Design Studio under this contract, including but not limited to, all sketches, drawings, plans, and specifications, are the property of Arch 5 Design Studio and are not works made for hire. Arch 5 Design Studio hereby expressly reserves all rights in the work, including all intellectual property rights. Documents prepared by Arch5 Design Studio are instruments of service for use solely with respect to this project. The Designer shall retain all common law, statutory and other reserved rights, including the copyright.

Record Documents:

Arch 5 Design Studio has the right to document the work during and upon completion of project. Client/Owner shall grant access to the Designer and Designer's photographer for photographic records. These photographs may be used for marketing purposes.

Contract Exclusions (not limited to):

- Signage permits Branding / Marketing Security or A/V design
- Site grading, soils, survey and utilities
- Consultant fees
- General Contracting fees
- Services performed in connection with hearing or securing variances, coastal permits, discretionary permits (NUP, CUP, etc.)
- Health Department Drawings/Processing/Fees (processing done by kitchen consultant)
- Plan Check Fees
- Building Permit Fees / City Fees
- Design Review Fees
- Utility and application Fees
- Governmental Fees
- Special inspection/testing Fees

Breakdown of Fees per phase:

**Refer to Proposed Scope of Work, Exhibit A for description of project phases and rough timeline.

Schematic Design	\$	1,800.00
Design Development	\$	2,400.00
Construction Documents for General Contractor	\$	3,600.00
<u>All Client/GC/Landlord/Agency "in-person" & meetings & coordination</u>	<u>\$</u>	<u>T&M</u>
Total fees for this scope of work	\$	7,800.00

*Refer to Exhibit B for T&M (Time & Material) Rates Schedule

Consultant Fee Estimates - These are estimates only and are not part of this proposal. All required consultants will provide separate contract with accurate fee, after initial site visit/ and design development drawings are completed.

As-built Consultant	\$	1,800.00
Mechanical Electrical & Plumbing Engineering	\$	NIC
Structural Engineering (only as required)	\$	NIC
Licensed Professional (Review and Stamp, as required by Agency)	\$	3,000.00 (only as required)



Entire Agreement:

This Agreement, along with any attached Exhibits, constitutes the entire agreement between the parties and may be amended at any time by mutual agreement of the parties provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. The parties agree that this Agreement shall supersede and replace all prior agreements, written or oral, with regard to the subject matter hereof.

If this agreement meets with your approval, please sign where indicated below and return to Arch 5 Design Studio along with initial payment in the amount of **\$2,600.00 (33%)**. Once the signed agreement and payment have been received, Arch 5 Design Studio will schedule the work for completion. This contract shall be subject to revisions if not executed within 30 days from the date of this contract.

SIGNATURE _____

ARCH5 SIGNATURE _____

PRINTED NAME _____

RACHELLE DOMINGO-ROGERS, PRESIDENT

DATE _____

DATE _____

EXHIBIT B

HOURLY RATES FEE SCHEDULE

Licensed Architect	\$	250/hr
Principal/Designer	\$	200/hr
Project Manager	\$	160/hr
Draftsperson	\$	120/hr
Admin / Clerical	\$	85/hr

Reimbursable expenses will be billed at 115% of incurred cost and include (but not limited to):

Reprographics, reproduction of prints/blueprints, long distance telephone charges, agency parking fees, pre-payment of permit fees, authorized out-of-city / out-of-state travel (and any food, air, room/boardings associated with travel), courier services, etc. Mileage will be charged at the current IRS rate for reimbursable mileage

Billings will occur every 30 days, and itemized in proportion to work completed in each phase as a percentage (%). Payment shall be due and payable upon receipt. **After thirty (30) days from the date of invoice, unpaid balances shall bear interest at fifteen percent (15%) per annum. Past due accounts shall be subject to stoppage of work by Arch 5 Design Studio until such time as the account is brought current.** Any project schedules established as a part of this agreement, relating to the Designer's performance, shall be extended on a one to one basis for each calendar day, beyond the above mentioned 30 days, that the Client's payment is not received. Unless Arch 5 Design Studio is notified in writing, by the Client, of a disputed billing within 15 days of the Client's receipt of the billing, the Client agrees to waive all rights to dispute/contest said billing.

This agreement shall be governed by California law. If a dispute arises out of or relates to this contract, or the breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation through Judicial Arbitration and Mediation Services, Inc. If dispute cannot be resolved by mediation and parties select to litigate then the prevailing party shall be entitled to reasonable attorney's fees and costs. This contract shall be subject to revision if not executed within 30 days from the date of this contract. Unless otherwise indicated, it will be assumed the above information has been read and approved.

_____ (Client Initials)

EXHIBIT A
PROPOSED SCOPE OF WORK

DETAILS OF PROJECT BY PHASE:

Schematic Design

- Utilize CAD drawings from as-built consultant
- Space planning (up to 2 options)
- Client review and revisions as necessary
- Client approval to proceed to next phase

Design Development

- Develop Floor plan and Reflected ceiling plan, lighting fixtures
- Coordination with clients on specifications and locations
- Coordination with clients on finish material options for restrooms (up to 3 palette options)

Construction Documents

- Develop Drawings and required details for Construction
- Prepare and Submit drawings to client for bid

**EXHIBIT A
PROPOSED SCOPE OF WORK**

ADDITIONAL SERVICES:

Any/All additional services requested by client, will be issued under a separate contract, or as T&M (Time & Material, under Exhibit B rate schedule). The services described below, shall only be provided if authorized or confirmed in writing by the Owner.

Bid Process Prior to obtaining final permit approvals, Arch5 Design Studio shall provide the client/owner with drawings, specifications and other documents in preparation and distribution to bidders.

Evaluation of the Client/Owner's project budget, statements of probable construction costs and detailed estimates of construction costs, shall be the responsibility of the client/owner's selected contractor. Accordingly, Arch5 Design Studio cannot and does not warrant or represent that bids or negotiated prices will not vary from any statement of probable construction costs or other cost estimate evaluation provided by the Owner.

- Request Bidders List from Owner
- Request CDs from Consultants with Bid Dates on Plans
- Assemble Bid Package
- Submit Bid Package to Owner or Distribute to G.C.s
- Bid Period - Respond to Bid RFIs Receive and Review Bids Client to Award Bid

Value Engineering / Client authorized changes Arch5 Design Studio can provide services in connection with evaluating substitutions proposed by the Client/Owner/Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.

Construction Administration (*Construction Duration*): This phase will be billed as T&M

- All virtual/tele-conference or in-person meetings / coordination
- Respond to Contractor's RFI's (Industry standard – 5 day response time)
- Issue ASI's / Clarifications
- Conduct site visits at appropriate intervals during the construction process / milestone inspections
- Attend weekly scheduled site meetings
- Review Contractor's Submittals (Industry standard – 3 day response time)

Supplemental reviews

Any supplemental review required by landlord/property management entity beyond governing agency building review. This includes Design Review Board, and/or Landlord entities, will be billed as T&M

Client/Owner hired Consultants, Vendors

Any coordination with outside consultants, vendors, hired directly by Client/Owner/Owner's Agent, will be billed as T&M
