



**AGENDA
FACILITIES COMMITTEE**

**Friday, January 17, 2020 at 10:30 A.M.
Community Room, 138 S. Brandon Rd., Fallbrook CA 92028**

Committee Members: Bill Leach and Barbara Mroz

Executive Director: Rachel Mason

Staff Members: Linda Bannerman and Pam Knox

1. Call to Order/Roll Call
2. Public Comments
3. Discussion Items
 - a. Elder St. Sidewalk Project
 - i. Review Technical Studies Proposal: Air Quality, Noise and Traffic for FRHD MUP Modification Project – Rincon Consultants, Inc.
 - ii. Review Professional Services Contract – Rincon Consultants, Inc.
4. Adjournment

I certify that on January 16, 2020, 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 that reads "Linda Bannerman".

Board Secretary/Clerk



Rincon Consultants, Inc.

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January 3, 2020
Project No. 19-08947

Ms. Rachel Mason, MS, MA, Executive Director
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, California 92028
c/o: tyler@jwhalen.net

Subject: Proposal to Prepare Technical Studies for the Fallbrook Regional Health District MUP Modification Project, Fallbrook, San Diego County, California

Dear Ms. Mason:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to provide technical reports for the Fallbrook Regional Health District MUP Modification Project in Fallbrook, San Diego County in support of the California Environmental Quality Act (CEQA) process with the County of San Diego (County).

The project entails a modification to the existing Major Use Permit to allow the existing St. Stephen Lutheran Church buildings and facilities, to be used for community health classes, events, and summer day camps sponsored by the Fallbrook Regional Health District (District). No new construction or on-site parking reconfiguration would result from the project. The 4.81-acre property is located on the north side of East Mission Road, between North Stage Coach Lane and Convertible Lane, and consists of one parcel (APN 105-092-22) in the RR.5 (Rural Residential) zone district.

This proposal outlines Rincon's proposed scope of work, cost, and schedule for completing technical documents in the areas of Air Quality, Noise, and Traffic. The County determined the aforementioned documents would be necessary based on their preliminary review of the project application. This scope of work includes optional tasks for a Vehicle Miles Traveled (VMT) Analysis, Air Quality Technical Report, and a Climate Action Plan (CAP) memorandum. We have partnered with Linscott, Law, and Greenspan to complete the traffic analysis tasks for the project.

Thank you for considering Rincon for this assignment. If you have questions about this proposal or need additional information, please do not hesitate to contact Lynette Leighton at 760-932-0649 or lleighton@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Lynette Leighton".

Lynette Leighton, MEM AICP
Senior Planner, Project Manager

A handwritten signature in black ink, appearing to read "Joe Power".

Joe Power, AICP CEP
Principal



Scope of Work

Task 1 Project Kickoff Meeting

The Rincon team will host a project kickoff conference call meeting with the J. Whalen Associates Project Manager, County staff, and the Linscott, Law, and Greenspan (LLG) team to confirm the scope of technical services, deliverables, and project schedule. Rincon will use this opportunity to ensure proposed technical approaches are aligned with the County's request and schedule any additional meetings that may be required between the project team and the County (e.g. vehicle miles travelled [VMT] requirements). Rincon will prepare an agenda and identify any outstanding document and information needs prior to the kickoff meeting and will prepare and circulate minutes identifying action items after the kickoff meeting.

Task 2 Traffic and Parking Impact Analysis

The traffic and parking impact analysis will be completed by LLG, and will include the following tasks:

- Trip Generation Memorandum: Confirm the development description, work schedule, and assumptions to be utilized in the trip generation memorandum with the client. Discuss assumptions to be used associated with the project completion year and anticipated phasing, if any. Obtain a current project site plan that illustrates the access scheme to the project site in both hard copy and digital formats. A trip generation forecast will be prepared for the proposed project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The project trip generation rates will be compared to the previous use.
- Access Assessment: Assign traffic to the street system and recommend an access scheme for the project.
- Parking Assessment: Determine the amount of parking needed using County code. Estimate the amount of parking required based on projected attendance and vehicle occupancy rate. Conduct calculations for both weekdays and weekends.
- Sight Distance Assessment: Conduct a field review of the current available sight distance. Conduct an 85% speed survey on Mission Road. Determine the amount of sight distance required. Determine if adequate sight distance is provided.

Task 3 Noise Analysis

The noise analysis will include the following tasks:

- Conduct site survey to identify existing noise sources and measure existing noise levels. Two long-term (12-24 hour) noise level measurements will be conducted to determine nighttime noise levels and characterize traffic flows throughout the day. Short-term (15-30 minute) measurements will be taken at up to three (3) locations at and in the vicinity of the project site. Measurement locations will be selected to provide an understanding of the variability of noise levels on and in the vicinity of the project site.
- Estimate future vehicular traffic noise levels using the Federal Highway Administration Traffic Noise Model. The traffic noise analysis will consider noise caused by existing and future traffic on existing and future local roadways and evaluate potential impacts to off-site receivers due to the change in



noise conditions adjacent to roadways affected by project related traffic. The results of the model will be expressed in community noise equivalent levels (CNEL).

- Prepare an analysis of the potential for on-site noise generators (e.g., proposed events [crowd noise and amplified speakers], HVAC equipment, etc.) to impact adjacent properties using the SoundPlan model. Source noise levels for identified equipment will be obtained from equipment specification sheets, if applicable and available. If specific equipment has not been selected, we can assist in the development of typical equipment to be included in the project based on previous experience. Operational noise levels from proposed events will be evaluated based on a conservative scenario (e.g., high number of events on site, high number of event attendees, and high number of vehicles).
- Determine appropriate mitigation measures for any identified significant impacts. The analysis will calculate the necessary barrier heights, operational restrictions, or other mitigation options to reduce noise levels to standards set by the County of San Diego.
- Prepare a noise technical report that conforms to the County of San Diego's *Guidelines for Determining Significance – Noise and Report Format & Content Requirements – Noise*. The report will describe the study methods, results, and mitigation measures (if applicable) outlined above.

Task 4 Air Quality Analysis

Depending on the conclusions and recommendations in the project traffic and parking analysis (Task 2), an air quality letter report or technical report will be prepared. The following tasks are included for an air quality letter report:

- Calculate expected project operation emissions of criteria pollutants using the California Emissions Estimator Model (CalEEMod) and U.S. EPA AP-42 emission factors as necessary. Evaluate the significance of any air quality impacts based on the air quality thresholds defined by the County of San Diego and San Diego Air Pollution Control District.
- Evaluate the potential for the project to cause odor impacts to off-site uses.
- The analysis will include a determination of project conformity with the Air Quality Management Plan.
- Evaluate mitigation measures for identified potentially significant air quality impacts per the standards set by the County of San Diego.
- The analysis will follow the County of San Diego's *Guidelines for Determining Significance – Air Quality and Report Format & Content Requirements – Air Quality* for assessing localized impacts.
- Prepare an air quality letter report that will describe the study methods, results, and mitigation measures (if applicable) outlined above.

Optional Tasks

Task 2a VMT Analysis

Based on discussions with the County to confirm the approach for tasks outlined in Task 2, above, the County may determine a VMT analysis is required for the project. In the event that a VMT analysis is required, LLG can complete the task with authorization from the client.

Task 4a Air Quality Technical Report



The cost estimate provided entails the work required to prepare an air quality letter report. Should the County determine an air quality technical report is required based on the project traffic analysis (Task 2), the report will be prepared in conformance with the County of San Diego Guidelines for Determining Significance and Report Format & Content Requirements – Air Quality. In the event a technical report is required, the cost estimate for Task 4a (\$5,500) would be substituted for Task 4 (\$4,000).

Task 5 Climate Action Plan/Greenhouse Gas Memorandum

Based on our recent experience on projects completed with the County, a Climate Action Plan/Greenhouse Gas (CAP/GHG) memorandum has generally been requested to accompany the CAP Consistency Review Checklist. The need for a CAP/GHG memorandum can be confirmed with the County during the project kickoff meeting (Task 1). The CAP/GHG memorandum will include the following tasks:

- Calculate expected project operation emissions of GHG emissions using CalEEMod. Evaluate the significance of any GHG impacts based on the County’s CAP Checklist and CAPCOA’s 900 metric tons of carbon dioxide equivalent screening level.
- Prepare a CAP/GHG memorandum that summarizes CalEEMod assumptions, operational emissions, and project impacts.

Assumptions

The preceding scope is based on the following assumptions:

- Project kickoff meeting (Task 1) will be scheduled following receipt of a stable project description (that includes project operations, day-to-day, special events, classes, estimated maximum attendance for events and classes, etc.), stable project site plan, and existing technical studies from the previous Major Use Permit modification (2001).
- The project schedule may be refined based on the project kickoff meeting (Task 1), and/or other discussions with the County.
- Client will have up to three business days to review draft studies and provide comments for revisions.
- One round of revisions to each study in response to comments from the client, completed within three business days.
- The project site is accessible, and a suitable location is available to set up equipment for long-term noise level measurements.
- Adjustments required as a result of changes to the project description, once technical analyses are underway, are not included in this scope and may require additional funding.
- Based on our experience with similar projects in the region and throughout California, we do not expect the proposed project to cause severe congestion at a major intersection that would result in a local carbon monoxide (CO) “hotspot.” Therefore, this scope of work does not include dispersion modeling for the CO analysis. If dispersion modeling is required for local air quality impact analysis based on the project traffic study (Task 2), Rincon can provide an additional scope and budget for that task.
- No construction analysis will be included in the reports because the project does not include any new construction or parking reconfiguration.
- Additional intersection or street segment counts, preparation of preliminary opinions of probable costs of recommended mitigation measures, preparation of conceptual roadway improvement



plans, subsequent report submittals, and/or attendance at additional meetings or public hearing support may require a contract amendment.

- Revisions to the studies based on the County's review are not included in this scope. The level of effort required to address the County's comments will be determined upon receipt of comments and following discussion with the County, if needed. The client will be provided with a task amendment that accurately captures the work required to revised studies for resubmittal.
- All draft and final documents will be provided electronically. Printing and shipping costs may be provided if hard copies are request.

General Project Management

The Principal in Charge of this contract will be Joe Power. The Project Manager for this project will be Lynette Leighton, Senior Planner. Ms. Leighton will act as the primary point of contact between the client and the County of San Diego staff as needed. She can be reached at Rincon's Carlsbad office via telephone, 760-932-0649 or email, lleighton@rinconconsultants.com.

Schedule

Rincon will submit the draft technical studies within six (6) weeks of notice to proceed; receipt of a \$2,500 project initiation fee; and receipt of all available project details, including a stable project description, stable project site plan, and existing technical studies from the previous Major Use Permit modification (2001). Our scope of work includes an administrative draft version of each study, one round of revisions to each study based on consolidated comments received from the applicant team, and a final version of each study to be submitted to the County. All studies will be transmitted digitally via e-mail; no hard copies will be provided. The project schedule will be refined during the project kickoff meeting (Task 1) and is subject to change according to the County's schedule and request.

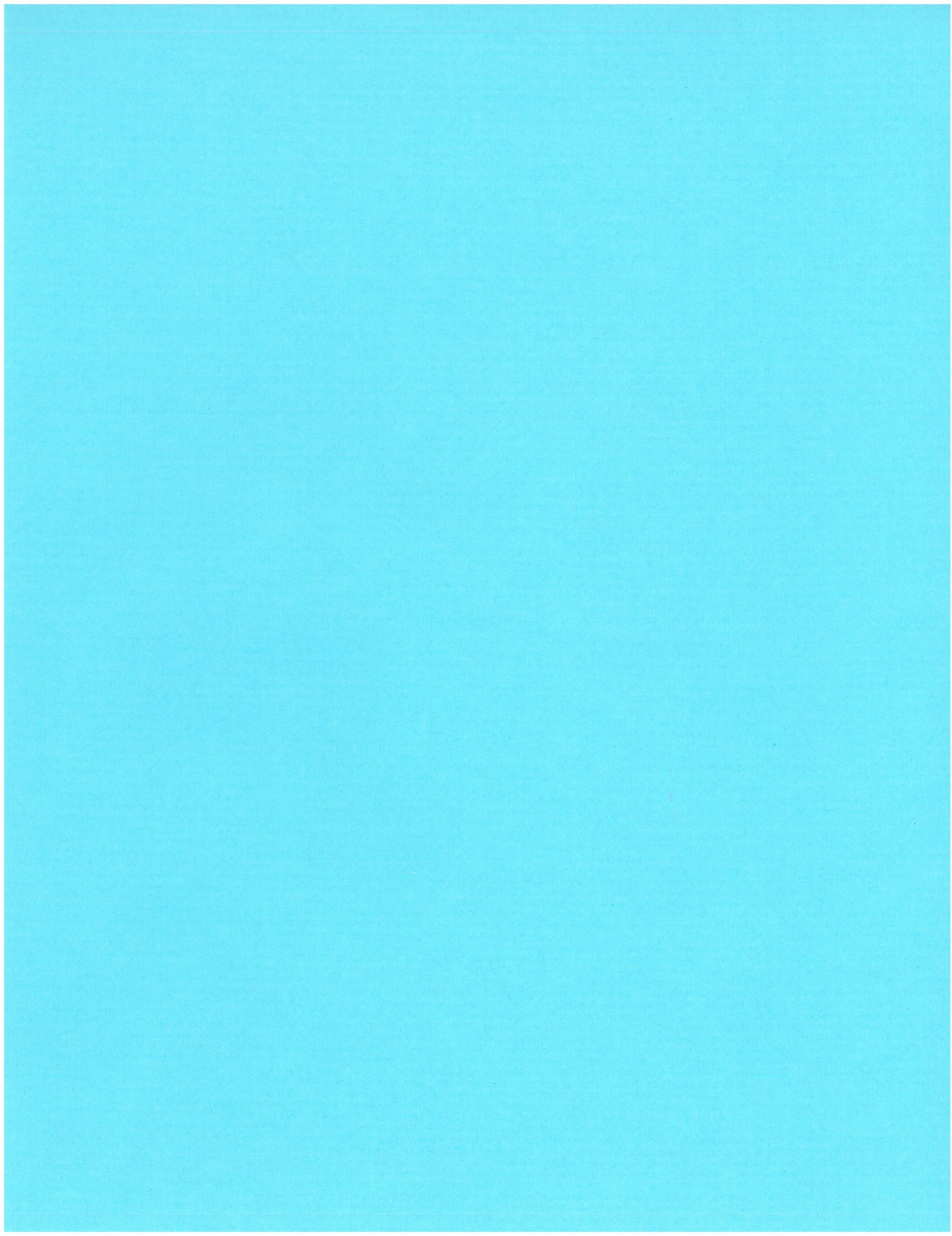
Cost

The total cost for the reports will be **\$25,855**, as indicated in the table below. We are available to commence this work program immediately upon receipt of a signed contract and payment of a \$2,500 project initiation fee. The initiation payment will be used toward the direct costs and project mobilization (contract finalization with LLG, and project kickoff and coordination request with the County).



Task	Cost
Task 1: Project Kickoff Meeting	\$675
Task 2: Traffic and Parking Impact Analysis	\$12,880
Task 3: Noise Study	\$6,600
Task 4: Air Quality Analysis (Letter Report)	\$4,000
General Project Management	\$1,700
	Total \$25,855
Optional Tasks	
Task 2a: VMT Analysis	\$4,700
Task 4a: Air Quality Technical Report	\$5,500
Task 5: Climate Action Plan/Greenhouse Gas Memorandum	\$2,800

Additional services beyond those identified herein would be provided at your request, on a time and materials expense reimbursement basis in accordance with our standard fee schedule (attached). No other services would be provided without your express written authorization. This cost estimate is in effect for a period of 30 days during which time the scope, cost, and schedule of this proposal are negotiable to meet the needs of the proposed project.





RINCON CONSULTANTS, INC.

GENERAL CONTRACT FOR PROFESSIONAL SERVICES

Rincon Consultants, Inc. is pleased to offer this contract for professional services. This Agreement for Consulting Services (“AGREEMENT”) is made and entered into in the County of Ventura, State of California, by and between Fallbrook Regional Health District (“CLIENT”), and Rincon Consultants, Inc. (“Rincon”). The following sections describe the terms and conditions under which our services will be provided. Rincon Consultants, Inc. is founded on the principle of building sound, long-standing relationships with our clients where client/consultant responsibilities are well understood. We have found that these mutual understandings coupled with good communication are critical ingredients to successful project execution.

1.0 SCOPE OF SERVICES

The scope of services, hereinafter referred to as SERVICES, covered by this AGREEMENT is specified in our proposal number 19-08947 dated December 19, 2019, which is herein incorporated into this AGREEMENT.

2.0 RISKS AND RESPONSIBILITIES

The client understands that there are risks and responsibilities that the CLIENT will maintain during the execution of the project by Rincon. These risks include:

2.1 Toxic and Hazardous Materials

In the event that Rincon is performing work at CLIENT work locations, CLIENT will provide to Rincon all of the information that CLIENT has pertaining to the presence or possible occurrence of toxic or hazardous substances at the site being investigated. If unanticipated toxic or hazardous materials are encountered during the course of our work, we reserve the right to demobilize our equipment and personnel from the field at the CLIENT’s expense. Remobilization will occur following an appraisal of the field conditions by our site safety coordinator and the CLIENT’s acceptance of the proposed safety measures and fee modification.

2.2 Right of Entry

Unless otherwise agreed, CLIENT will furnish right of entry and obtain the permits necessary for Rincon to conduct its field work.



2.3 Damage to Property

Rincon will take reasonable precautions to minimize the damage to land or other property caused by the execution of the field work. The cost to repair any damage is not included in the fee for this project. If the CLIENT wishes that the damages be repaired or that we pay for the damages, we will undertake the repairs and add the cost plus administrative charges to our fee for the project.

2.4 Utilities and Pipelines

During the course of our field work, we will take precautions to avoid damaging above ground or subterranean or subaqueous structures, utilities, or pipelines. It is the responsibility of the CLIENT to mark the presence of subterranean structures, pipelines, or utilities prior to us performing any subterranean exploration or sampling. CLIENT agrees to hold Rincon and its officers, agents, employees, and subcontractors harmless for any damage to such structures, pipelines, or utilities that are not called to our attention and accurately identified to us prior to the commencement of field work.

3.0 LIABILITY

Rincon's liability to CLIENT for damages or injury to property or persons arising out of work performed for CLIENT and for which legal liability may be found to rest upon us will be limited to our available general liability insurance coverage. CLIENT and Rincon agree to a mutual waiver of consequential damages that may occur as a result of the work performed.

4.0 WARRANTY

In performing the requested work scope, Rincon will strive to conduct such work in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions and in the same locality. No warranty, either expressed or implied, is made or intended by our proposal, contract, reports, or any other oral or written communication.

CLIENT acknowledges that conditions on a site may vary across the site and over the course of time. Our interpretations and recommendations are based solely on data collected at specific locations on a site and at the time collected. Field data collected may not be fully representative of site conditions. CLIENT acknowledges the limitations inherent in any limited sampling program. Rincon will be responsible for our data, interpretations, and recommendations. Rincon shall not be responsible for the interpretation by others on the information developed. CLIENT agrees to hold Rincon harmless for any inverse condemnation or devaluation of said property that may result if Rincon's report or information generated during our performance of services is used for other purposes. Also, this information is issued with the understanding that it is to be used only in its entirety, and the CLIENT may not reference this report unless it is used in this manner.



Rincon does not guarantee the accuracy of possible or probable costs associated with planning or environmental services or regulatory compliance that may be estimated. Such estimated costs are only Rincon's judgment as a professional corporation and, if furnished, are to be used only for CLIENT's general guidance.

5.0 INVOICES AND PAYMENT

Payment for all services is due and payable on completion of services rendered. Payment is due upon receipt of the invoice or as otherwise specified in the proposal for this project. The invoice is considered past due if not paid within 15 working days from the specified due date. If the CLIENT objects to all or any portion of the invoice, the CLIENT shall so notify Rincon within 10 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. CLIENT agrees to pay a service fee of 1.5 percent per month (or the maximum allowable by law, whichever is greater), on past due accounts, with the exception of any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. If CLIENT fails to pay undisputed invoiced amounts within 10 calendar days from the invoice due date, Rincon may then and at any time, without waiving any claims or incurring any liability, suspend this agreement. All claims, disputes or controversies arising out of, or in connection with the interpretation, application, or enforcement of this agreement shall be decided by arbitration in accordance with the then most current rules of the American Arbitration Association. Any attorney's fees or other costs incurred on collecting any delinquent amount shall be paid by the CLIENT. If the amount owed can be resolved through the Small Claims Court system, then the Arbitration provision described above shall be waived.

6.0 DATA, SAMPLES, AND RECORDS

All samples collected will be discarded within 15 days following submittal of our report unless CLIENT advises us otherwise. Upon written request, we will deliver the samples in accordance with CLIENT's instructions, or we will store the samples for an agreed charge. All pertinent records relating to services performed shall be retained for two years after completion of the work. CLIENT shall have access to the records at all reasonable times during this period. CLIENT gives Rincon Consultants the express permission to use and modify any image, map, or other graphic provided by CLIENT or CLIENT's subcontractors or subconsultants.

7.0 INDEMNIFICATION

CLIENT shall defend, indemnify, and hold harmless Rincon and its directors, officers, shareholders, employees, contractors, subcontractors, agents, or affiliates from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of Rincon's negligence: (a) exceed the limitation of Rincon's liability provided for in Article 3 of this contract, or (b) result from, arise out of, or are in any way connected with (1) acts or omissions of CLIENT's



employees, agents, and subcontractors, and their employees or agents; (2) the release of any hazardous substance; or (3) any other generation, treatment, or transport of waste material.

8. TERM and TERMINATION

The Term of this Agreement shall commence upon the below date or as authorized in writing by the CLIENT and shall continue until completion of the Services identified per Section 1. Notwithstanding the foregoing, this AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT; in the event of substantial failure of performance by either party; or if CLIENT suspends the SERVICES for more than three (3) months. In the event of termination, CONSULTANT will be paid for SERVICES performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Authorization:

Client: Fallbrook Regional Health District

RINCON CONSULTANTS, INC.

Signature

Signature

Rachel Mason, MS, MA, Executive Director

Name/Title

Name/Title

Date

Date