



**AGENDA
FACILITIES COMMITTEE**

Wednesday, February 16, 2021 at 5:00 P.M.

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/84595811563> Meeting ID: 845 9581 1563 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: Dial in #: (310) 372-7549, Passcode 660448.


Committee Members: Barbara Mroz and Stephanie Ortiz

Staff: CEO Rachel Mason, Executive Assistant Linda Bannerman, Wellness Center Administrator Theresa Geracitano, Administrative Officer Judith Oswald

Property Manager: Roy Moosa

1. Call to Order/Roll Call
2. Public Comments
3. Discussion Items
 - a. Paving Proposals for Parking Lot at 138 S. Brandon Rd.
4. Update from Wellness Center Administrator
5. Update from Property Manager
6. Board comments and future agenda items
7. Adjournment

I certify that on February 15, 2022, 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.



Board Secretary/Clerk



EAGLE PAVING

We Work Harder

13915 Danielson Street, Suite 201 Poway, CA 92064
 Telephone: (858) 486-6400 Fax: (858) 486-6402

Proposal / Contract

ESTIMATOR	DATE	PROPOSAL #
Mike	1/26/2022	32269 MF

CSLB 944939

NAME / ADDRESS / PHONE	JOB SITE
Fallbrook Regional Health District Robert Holmes 951-334-8688 rholmes747@att.net 138 South Brandon Road Fallbrook, CA 92028	Fallbrook Regional Health District 138 South Brandon Road Fallbrook, CA 92028
We hereby propose to furnish the labor, materials & equipment necessary to complete the following:	
	AMOUNT
<p>1. REMOVE & REPLACE ASPHALT:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Remove approx. 895 square feet of damaged, deteriorated asphalt. • Haul away all spoils to a legal, local dumpsite. • Apply SS-1H tack coat to vertical edges for bonding of new asphalt. • Pave approx. 895 square feet with variable 3" Hot Mix Asphalt in (4) areas. • Roll and compact to a smooth finish. • Note: not responsible for pre-existing sub-grade complications. • Note: extra charge for legal Petromat disposal if found in removals. <p>2. ASPHALT BERM:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Remove approx 15 linear feet of damaged, deteriorated asphalt berm. • Apply SS-1H tack coat as needed for bonding of new asphalt. • Install approx. 15 linear feet of asphalt berm with variable 6" height in (1) area. <p>3. A.D.A. OVERLAY:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Clean existing asphalt surface with blowers and hand brooms. • Apply SS-1H tack coat as needed for bonding of new asphalt. • Overlay approx. 500 square feet with a variable of 2" Hot Mix Asphalt in (1) area. • Roll and compact to a smooth finish. • Note: Overlay will not be A.D.A. compliant. <p>4. STRIPE AFFECTED AREAS:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Restripe per original layout, using (1) coat of water-based, state-approved paint. <p>TOTAL FOR LINE ITEMS 1 - 4:</p>	12,246.00
<p>PAYMENT TERMS:</p> <ul style="list-style-type: none"> • Payment due upon completion. • Progress billing required per phase. • Fraud alert: Eagle Paving will never request wire payments. • By signing this proposal/contract, I/we accept Eagle Paving terms and conditions. 	<p style="text-align: right;">TOTAL:</p> <p>I/ we are authorized to sign on behalf of customer listed above and accept the terms of this proposal:</p> <p>Sign:</p> <p>Name: _____ Date: _____</p>



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We hereby propose to furnish the labor, materials & equipment necessary to complete the following:	AMOUNT
<p>5. HOT RUBBERIZED CRACK SEAL:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Clean out and remove debris and vegetation from cracks. • Hot crack-seal approx. 1,000 LF of cracks (1/4" - 1/2" wide). • Note: no specific results implied, due to subgrade movement. <p>6. SEAL COAT:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Clean existing asphalt surface with blowers and hand brooms. • Squeegee/spray (1) coat of GoldStar Seal or equivalent over approx. 7,100 SF in (1) move. • Note: seal coat will not adhere properly to areas with oil, gas, or fuel spots. • Note: delamination may occur if sealed over defective material. <p>7. STRIPING:</p> <ul style="list-style-type: none"> • Barricade work area as necessary with delineators and caution tape. • Restripe per original layout, using (1) coat of water-based, state-approved paint. <p>TOTAL FOR LINE ITEMS 5 - 7:</p>	4,578.00

PAYMENT TERMS: <ul style="list-style-type: none"> • Payment due upon completion. • Progress billing required per phase. • Fraud alert: Eagle Paving will never request wire payments. • By signing this proposal/contract, I/we accept Eagle Paving terms and conditions. 	TOTAL:
	I/ we are authorized to sign on behalf of customer listed above and accept the terms of this proposal:
	Sign: Name: _____ Date: _____



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We hereby propose to furnish the labor, materials & equipment necessary to complete the following:	
<p>(OPTION A) ADDITIONAL COAT OF SEAL: • Apply second coat of seal over approx. 7,100 SF on same move(s). Add: \$950.00 Initial if accepted _____ Initial if not accepted _____</p> <p>(OPTION B) • Install (1) new van Handicap sign and post. Add: \$300.00 Initial if accepted _____ Initial if not accepted _____</p> <p>NOTES: • Price valid for 30 days. • All Terms & Conditions apply. • Excludes anything not in above scope of work. • Prices are based on Prevailing Wages. • Handicap stall will not be A.D.A. compliant after overlay as discussed during job walk.</p>	AMOUNT
PAYMENT TERMS: • Payment due upon completion. • Progress billing required per phase. • Fraud alert: Eagle Paving will never request wire payments. • By signing this proposal/contract, I/we accept Eagle Paving terms and conditions.	<p>TOTAL: \$16,824.00</p> <p>I/ we are authorized to sign on behalf of customer listed above and accept the terms of this proposal:</p> <p>Sign: _____</p> <p>Name: _____ Date: _____</p>

TERMS & CONDITIONS

FRAUD ALERT/PREVENTION

1. Under **NO** circumstance will Eagle Paving request for payments to be wired unless a previous ACH authorization form has been submitted, prior to commencement of this project. If you do not have such prior approval and have received an email requesting to have payments wired, **STOP - DO NOT WIRE** and call our office at 858-486-6400 immediately. Note: if a fraudulent wire payment is made, you the customer is still responsible for any outstanding payments not received by Eagle Paving.

GENERAL

1. Excludes any and all permits, engineering, water supply, BMPs, and stormwater pollution prevention plans (SWPPP) unless otherwise stated.
2. Pricing is based on material pricing and valid for 30 days from the date of this proposal. Due to the volatile nature of oil prices, project pricing may be subject to material surcharge. All surcharges will be negotiated prior to commencement of project.
3. We will trim visible tree roots during excavation; however, tree roots will continue to grow and the concrete/asphalt may be raised or broken again.
4. Project schedule will be postponed if weather conditions will not allow for our quality standards.
5. We will work around vehicles, storage, etc. left in work areas. Any return trips will be an extra charge.
6. There will be an extra charge to fix any work damaged by residents, tenants, pedestrians, etc.
7. Any extra square footage, areas/locations, services or work not included in proposal will be billed per industry standards, not at a unit rate charge. This includes permits and traffic control.
8. **Eagle Paving reserves the right to outsource/subcontract this project in part or in whole to qualified/approved vendors.**
9. Eagle Paving is not responsible for damages to underground lines, cables, valves, utilities, vaults, gate & traffic loops or sensors, etc. unless they are specifically indicated or clearly identified on drawings or ground markings by the owner prior to excavation and installed to code.
10. Eagle Paving is not responsible for damages to existing landscaping, vegetation, irrigation/sprinklers, etc. incurred during the course of work and/or as a result of project scope.
11. A late cancellation fee will be charged for cancellations within 48 hours of schedule date.

ASPHALT

1. **Eagle Paving is not responsible for any pre-existing subgrade deficiencies or reflecting cracking when paving over existing cracked or damaged pavement. Reflective cracking is normal & expected to appear within the first 3-12 months when paving over existing alligatored/cracked surface. No promises or warranties are implied.**
2. Asphalt overlays will not change the course of water runoff or drainage. An Asphalt overlay will not eliminate water ponding, as it will follow the contours of the original pavement. Reflective cracking may occur due to movement of the underlying pavement and base material. Asphalt overlays will not remedy pre-existing subgrade deficiencies.
3. New asphalt will cure for a full year, and a loss of small aggregates is normal and to be expected.
4. Trip hazard repairs will minimize them as much as possible, but 100% elimination is not guaranteed.
5. During removal process, contaminated loads (PetroMat, unsuitable soil, etc.) are subject to additional charges.
6. Net weight of asphalt material tonnage may fluctuate +/- a 10th due to drainage, matching existing edges, existing pavement contour, grading by others, poor subgrade compaction and/or other pre-existing conditions.
7. Unless otherwise specified, the term "fine grade" shall mean that present grades are within 1/10 foot (1.2 inches) plus or minus of finish sub-grade. There will be an extra charge for excess dirt to be hauled away or fill to be imported. Rough grade is not included in the proposal unless specifically stated.
8. Unless stated otherwise, the specifications for excavation and pavement replacement set forth in this agreement have been derived at by a visual inspection of the site and are determined to be adequate for light to normal traffic loading only when stable subsoil conditions exist. Over-excavation and fill required due to wet or unsuitable subgrade materials will be an extra charge.

SEAL COAT & CRACKFILL

1. Seal coat is a surface treatment only, and will not repair cracked or damaged asphalt, affect water drainage, or reverse the effects of aging. Cracks, surface imperfections, and texture differences will still be visible.
2. Scuffing and tracking is common for ~6-8 weeks after sealing. These marks will mend and fade away over time, and do not compromise the protective nature of the surface treatment.
3. Seal coat will be applied with squeegees or sprayed, depending on foreman's judgment of surface.
4. Seal coating will NOT adhere properly to areas where oil, gas, fuel, etc. has been dripped or leaked.
5. Because rubberized crackfill material is more flexible than sealcoat, hairline cracks may develop in sealcoat placed over rubberized crack filler. The crackfill will continue to protect from water intrusion.
6. Rubberized crackfill will sit on top of pavement and be noticeable. It may become sticky in hot weather and tear from turning vehicles or heavy trucks.
7. Cold-pour crackfill will settle into cracks & won't be flush with pavement surface.
8. Delamination may occur if sealed over defective material.

CUSTOMER ASSISTANCE NEEDED

1. Remove all vehicles & other obstructions out of work areas by 7:00 AM daily.
2. Notifying residents/tenants and on-site management of construction dates.
3. Turn off automatic sprinkler systems 24 hours prior to paving or seal coating.
4. Eagle Paving will not tow any vehicles. Customer assistance is mandatory.

CONCRETE

1. Although we utilize industry standard best practices in concrete placement, finishing and joint construction, all concrete is subject to cracking. Routine hairline cracking is not covered by the material and workmanship warranty.
2. Eagle Paving is not responsible for graffiti markings in concrete once our crew has left the job site. We suggest monitoring new concrete 4-6 hours minimum.

STRIPING

1. Red Curb Paint will continue to bubble, chip & peel if there are several layers of paint. Only light cleaning is included.
2. Striping will match existing layout unless specifically requested. Any return trips to change/add will be an extra charge.
3. When re-using wheelstops, most will break upon removal. Any extra wheelstops installed will be charged extra.

"MECHANIC'S LIEN" INSURANCE & WARRANTY

1. Warranty period: one-year industry standard on workmanship & material only.
2. In the event the invoice is not paid within 30 days, an interest charge of 1.5% per month will be added on all past-due invoices. Customer agrees to pay court costs and reasonable attorney fees in the event of default if this contract is turned over to an attorney for enforcement or collection. If all sums due are not paid prior to 20 days after completion of work for subcontracts or 50 days after completion of work for original (prime) contracts, Eagle Paving will pursue legal protection.
3. Eagle Paving will provide worker's compensation, public liability, and property damage insurance, and will keep same in force for the duration of this contract.
4. Should the owner, architect, or owner's agent make any changes to drawings, specifications, or actual field changes (i.e. elevations, quantities, or job conditions) that were not mutually understood to be part of this contract, Eagle Paving agrees to furnish the material and perform the work that the owner may require without nullifying this agreement, providing the owner agrees to pay for a reasonable addition to, or reduction from, the contract prices quoted. Requests for extra work should be made in writing, but the contractor is entitled to be paid for extra work produced in writing or not. If disputed, the extra work minimum charge will be cost plus 14% overhead and 10% profit.
5. Contractor has the right to progress invoice based on itemized scope of work. Contractor has the right to stop work if any payment shall not be made to contractor under this agreement; contractor may keep the job idle until all payments due are received.
6. After contractor has received a fully executed copy of this contract, contractor has 10 days within which to investigate the credit of the owner and any financial arrangements that have been made or may be made to assure payment of the contract price. If contractor is not satisfied that the financial arrangements are adequate to assure payment for the work to be done under this contract, he may cancel this contract within that 10-day period by written notice to the owner or owner's agent.
7. Under the "Mechanic's Lien" law (CA Code of Civil Procedures, Section 1181 et seq) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property can be sold by the court and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.
8. Arbitration: if at any time, any controversy arises between contractor and owner (or contractor and subcontractor if this document serves as a subcontract agreement) regarding anything pertaining to this agreement and which the parties hereto do not promptly adjust and determine, or which the owner's representatives or architect cannot decide to the satisfaction of both parties, then the written orders of the contractor to the owner (or subcontractor if this document serves as a subcontract agreement) shall be followed. The controversy shall be submitted to and determined by arbitration under the construction industry arbitration rules of the American Arbitration Association then pertaining and the parties hereto agree to be bound by the award in such arbitration. Adjunct to the above, the protection of a mechanic's lien will not waive or operate to the exclusion of the right to arbitrate disputes.
9. Termination without cause: Eagle Paving, in its sole discretion and without cause, may terminate this contract, in whole or in part, at any time without incurring liability to the owner and/or owner's agent or representative for lost profits, or any other costs or damages.

ELECTRONIC SIGNATURES

1. By signing this proposal, or acceptance of this proposal via email, text message, or verbally, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By signing this proposal, you consent to be legally bound by this Agreement's terms and conditions.



L.C. Paving & Sealing, Inc.

620 Alpine Way
Escondido, Ca 92029

Phone (760) 752-1743 • Fax (760) 752-1674
Lic # 621610 • License Classifications A, B, C12

To: Robert Holmes	Contact: Robert Holmes
Address: Fallbrook, CA	Phone:
	Fax:
Project Name: 138 S. Brandon Rd - Parking Lot Upgrades	Bid Number: 111721-01
Project Location: 138 S. Brandon Rd, Fallbrook, CA	Bid Date: 11/17/2021

Item #	Item Description	Total Price
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Repairs + Sealcoat

1	R&R Approx. 848 Sq/Ft Damaged Parking Area; R&R Approx. 45 Sq/Ft Root Damaged Asphalt; R&R Approx. 15 Ln/Ft Damaged 6" Asphalt Berm Section; Pave Handicap Stall Per ADA Specifications; Crack Fill Up To 1,000 Ln/Ft Existing Damaged Sections; Apply New Sealcoat Over Approx. 7,030 Sq/Ft Area; Restripe Parking Lot To Match Existing	\$22,330.62
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Total Price for above Repairs + Sealcoat Items: \$22,330.62

Notes:

- Work to be completed during normal working hours; Monday-Friday, 7:00AM to 3:30PM (if nights and weekends are needed, additional charges will apply)
- Inclusions: Labor, Warranty, Materials, Demo, Equipment, Insurance.
- Exclusions: Weed killer, Traffic Control, Testing, Utility Adjustment, Engineering, Inspections, Permits, Water Supply, Clearing & Grubbing

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: LC Paving</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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Peters

PAVING & GRADING

GENERAL ENGINEERING

Lic. No. 593836A
(760) 723-3822 • (951) 676-6675

February 7, 2022

BUYER: BID PROPOSAL AND CONTRACT

Attn :

Fallbrook RHD **Phone: 951-334-8688**

138 S. Brandon St. **Fax :**

Fallbrook CA 92028 **Email: rholmes747@att.net**

Estimator : Richard Tammone

Bid No. : 18039

FAX 951.676.6678

EMAIL - peterspaving@me.com

Fallbrook RHD ,referred to herein as Buyer

Peters Paving & Grading, Inc. ,referred to herein as Seller, proposes to furnish buyer only the

labor and materials listed below upon the terms set forth herein for the construction of certain asphalt and/or related improvements (see below) located at: **138 S Brandon St., Fallbrook**

Peters Paving & Grading, Inc. proposes to perform in a substantial and workmanlike manner, according to standard practices, the following:

SCOPE OF WORK	UNITS	UNITS OF MEASURE	DOLLARS PER UNIT	EXTENDED TOTAL
1 Move in equipment for grinding grading and compaction	1	Lump Sum	\$750.00	\$750.00
2 Remove failing asphalt and haul away to approved dumpsite in five areas	1180	Square Feet	\$3.00	\$3,540.00
3 Tack edges of existing asphalt with SS-1H and pave to level	1180	Square Feet	\$6.00	\$7,080.00
4 Remove broken 6" machine berm, haul out and repave(16LF)	1	Lump Sum	\$450.00	\$450.00
5 Grind out lip at concrete and repave Handicap area with 2"-3" to 0 " hot mix	1	Lump Sum	\$750.00	\$750.00
4 Clean and fill cracks 1/4" and larger with Hot crack fill	1000	Linear Feet	\$4.25	\$4,250.00
5 Blow clean then seal with one coat of Armor Top sealer (30 days after paving)	6524	Square Feet	\$0.35	\$2,283.40
6 Stripe to match existing layout (Handicap to be painted 2X -once after paving and once after sealing	1	Square Feet	\$750.00	\$750.00
			TOTAL:	<u>\$19,853.40</u>

Handicap area is not ADA Compliant. In order to make it ADA compliant sidewalk ramp and asphalt should be ripped out and be redone.

Job is prevailing wage**

The above improvements will be performed by seller for the Sum of : **\$19,853.40**

Nineteen Thousand Eight Hundred Fifty Three Dollars and 40/100

Payment Terms

10% Down, Balance Upon Completion.

PLEASE SIGN CONTRACT AND RETURN WITH DOWN PAYMENT

Terms: Net cash due and payable when billed according to field measurements. Account will be delinquent if billed amount is not wholly remitted within (7) days from terms of contract. Delinquent principal balance shall bear interest, from the inception of the date of delinquency, at a rate of 2.0% per month. Buyer to pay Seller's reasonable attorney's fees incurred with or without suit to collect any amount unpaid. CREDIT CARD CONVENIENCE FEE OF 3.5% ON ALL CHARGES OVER \$2,000.00.

Project Dates: Buyer understands this price is firm for work completed by: June 30, 2022

Seller is not responsible or liable for asphalt cracks, asphalt failures due to expansive soil, improperly compacted trenches, underlying asphalt cracks, or poor subgrade native materials. New asphalt should be seal coated a year after installation and every 3-5 years after for proper maintenance. All work is guaranteed for a term of one year from date of completion.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

When signed by the Buyer, or his apparent agent, and by the Seller, this will constitute a firm contract between both parties hereto, for all labor and materials herein referred to, according to the terms and conditions herein referred to:

Peters Paving & Grading, Inc.

ACCEPTED: **SELLER: P.O Box 2285, Fallbrook CA 92088**

Buyer: Fallbrook RHD

By: _____ **By:** Richard Tammone

TO BE PLACED ON WORK SCHEDULE THIS CONTRACT MUST BE ACCEPTED IN WRITING

Facilities Committee
Wellness Center Administrator Report- February

Community Health & Wellness Center:

- House heating system and water heater are in working condition.
- Minor repairs continue at the house.
- Contractor was found to remove the basketball court paint, waiting on estimate before beginning work.