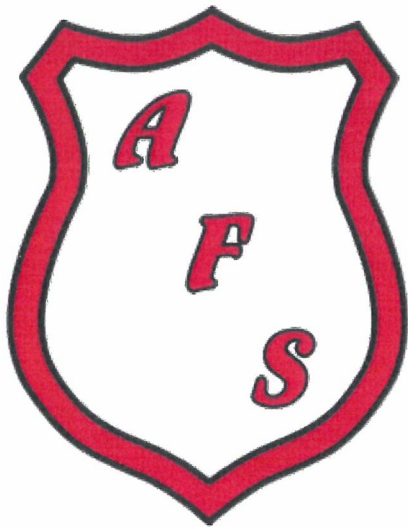


ADDITIONAL  
HANDOUT  
MATERIAL



# AZTEC Fire & Safety

## Approve Request Changes

**Aztec Fire & Safety, Inc.**

**From** 8108 Commercial St.  
La Mesa, CA 91942  
(619) 464-5625

**Quote No.** 0768597

**Type** Repair

**Prepared By** Frank M Teyechea

**Created On** 04/04/2019

**Fallbrook Health Care District**

**Quote For** 138 South Brandon Road  
Fallbrook, CA 92028

## Description of Work

Provide labor and material to correct the deficiencies verified during the recent inspection:

### AFS Inclusions:

- Replace (31) corroded fire sprinkler heads
- Replace (2) outdated gauge kits
- Replace (1) address served sign

### Qualifications:

- Per CCR Title 19 Section 906.4(a), deficiencies are required to be reported to the local fire authority upon discovery. AFS will provide a 30 day grace period, from date of notification, in good faith that the repairs will be completed by the customer.
- Net 10 days

Services to be completed

## Services to be completed

### Location - Building

- Corroded Pendant semi recessed chrome 155SR (men's bathroom 1st floor)(X2)
  - Missing FDC sign
  - Outdated psi on riser 2013(2013)(X2)
  - Corroded valve on gauge kit on riser
  - Corroded Pendant semi recessed chrome 155SR (community room 110 1st floor)(X7)
  - Corroded Pendant semi recessed chrome 155SR(by riser room)
  - Corroded Pendant semi recessed chrome 155SR (hallway to riser room)(x4)
  - Corroded Pendant semi recessed chrome 155SR (woman's bathroom 1st floor)(x2)
  - Corroded Pendant semi recessed chrome 155SR (break room 2nd floor)
  - Corroded Pendant semi recessed chrome 155SR ( Accounting room 2nd floor)
  - Corroded Pendant semi recessed chrome 155SR ( Accounting room 105 2nd floor)
  - Corroded Pendant semi recessed chrome 155SR (admin room 103 2nd floor)
  - Corroded Pendant semi recessed chrome 155SR (board conference room 109)(X2)
  - Corroded Pendant semi recessed chrome 155SR (executive director Room 101)
  - Corroded Pendant semi recessed chrome 155SR (mini conference room 102)
  - Corroded Pendant semi recessed chrome 155SR ( common hallway 2nd floor)(X3)
  - Corroded Pendant semi recessed chrome 155SR ( community health coordinator Room 106 2nd floor)
  - Corroded Pendant semi recessed chrome 155SR( special projects coordination room 104 2nd floor)(X2)
  - Corroded Pendant semi recessed chrome 155SR ( top of stairs)
- repair

## Files and Photos



[04-04-19](#)



[04-04-19](#)



[04-04-19](#)



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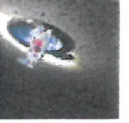
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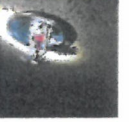
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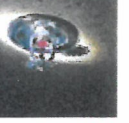
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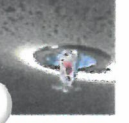
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<b>Parts, services, labor, and fees</b>	<b>Quantity</b>
155 Degree SR chrome pendent	31
Supply and Install 300# UL Listed Riser Gauge and Three Way Valve	2
Supply & Install Fire Department Connection Address Served Sign	1
SP Service Labor	1
Trip Charge	1
<b>SUB TOTAL</b>	<b>\$2,946.67</b>
<b>TAX @ 8.5%</b>	<b>\$102.77</b>
<b>GRAND TOTAL</b>	<b>\$3,049.44</b>

## Terms and Conditions

### ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative herewith or in addition hereto shall be of no force and effect and are hereby rejected and, Purchasers order shall be governed by only the terms and conditions appearing herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchasers order operates an acceptance of the terms specified herein.

### PROPOSAL AND CONTRACT

Sellers proposal when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Sellers written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

## PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchasers existing facilities, prices and delivery on completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Sellers engineering records. In the event the layout of Purchasers facilities has been altered, or if altered by Purchaser prior to completion of this contract. Purchaser shall advise Seller of any such alterations, and prices and delivery and, completion dates quoted herein shall be changed by Sellers as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of contract, the prices applicable to the extra work performed shall be Sellers prices in effect at that time.

## PAYMENT

Terms of payment have been set out in Description of Work Paragraph. Final payment shall be in all cases due and payable with ten (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

## DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine, restrictions, war, riots, strikes, differences with workmen, accidents in machinery, car shortages, inability to obtain necessary labor, materials manufacturing facilities, delay in transportation, defaults of Sellers subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

## EXCAVATION

When the Seller does the excavating, if water, quick-sand, rock and other unforeseen obstructions are encountered or shoring is required. Purchaser shall pay for as extra to the contract price any additional work involved at Sellers prices for such work then in effect.

## SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if applicable and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient head to prevent freezing of the system.

## STRUCTURE AND SITE CONDITIONS

While employees of the Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder

shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time or receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any on all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Sellers proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages, Sellers liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled Warranty.

#### ASSIGNMENT

Any assignment if this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subordinates and affiliates.

#### WARRANTY

Seller agrees that for a period of ninety (90) days after completion said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the productions of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

#### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Sellers design sold hereunder and/or the drawings and specifications relating thereto, or substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

#### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

#### CHANGES, ALTERATIONS AND ADDITIONS

Changes, alterations and additions to the plans, specifications or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Sellers Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

#### LEGAL NOTICE



For the purpose of any notice permitted or required to be given hereunder, such notice or notices, shall be deemed given when received.

## CLAIMS

Any claims against the Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

## TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Sellers authorized representative.

## ARBITRATION

At the option of Seller, any controversy or claim arising out of relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in San Diego, California.

## OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

## INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agencies or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

## DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system or remove any or all any portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act of omission on the part of the Purchaser whereby Seller is prevented from completion said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or aid. System shall be attached, liened or seized by process of law and such attached, liened or seized by process or law and such attached or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

## SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved on any high pressure test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, the Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the contract price which will include costs of labor and materials required to make the system tight at high pressure. The Purchaser assures full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight of the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make this system tight under air pressure or to change the drainage on lines will be an extra to the contract price.

## OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-555); unless said claims, demands, or damages are a direct result of causes within the exclusive control of the Seller. In the event that the Sellers employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for Qualified Laboratory Sample Tests of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

## Comments

No Comments

[Add Comment](#)

Add Comment

Cancel

## Approve Quote [Close](#)

Please confirm that you approve this quote. This vendor will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Linda

lbannerman@fallbrookhealth

Enter your purchase order number, if you have one:

Checking this confirms that you

have read and accepted the Quote Terms and Conditions.

Approve Quote

## Request Changes to Quote [Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on  
this quote

Request Changes



**From:** Kruger, Jacob (Jake) <Jacob.Kruger@sdsheriff.org>  
**Sent:** Thursday, April 4, 2019 12:46 PM  
**To:** lbannerman fallbrookhealth.org  
**Cc:** Wendy Lyon; pknox fallbrookhealth.org; mbanuelos fallbrookhealth.org  
**Subject:** RE: Perimeter Walk Today

Hi Linda,

Great to meet you yesterday. Glad we got walk the property. Below are my security recommendations, some of which are already being addressed.

For all three properties:

- Make sure all existing exterior lights are working with bright bulbs. (Dusk to dawn sensors are nice to have so the lights are always on when it's dark outside.)
- Make sure all doors close securely.
- Use safe practices as often as you can walking to and from the parking lot... be aware of your surroundings, go in groups, daylight hours, listen to your gut, call 911 for help, report suspicious or chronic activity to the non-emergency line 760-728-1113. (This is overall a safe area, but generally speaking safe practices are of course good to do.)
- Remove unwanted items from the property in a timely fashion. (Good job!)

138 S. Brandon:

- Consider adding lights to the (back) south and east sides of the building.
- Consider installing a gate at the bottom of the south stair case.
- Remove hose from back of the building.
- Seal off water spigots or change them to a lockable style (two spigots: east side hose location, and west side under the stair case).
- Trim trees around the light post in the parking lot (north side) and make sure the light works well.
- Make sure light post works at the stairs leading to the hospital (east side).
- Use existing front door camera, keep door locked during business hours. (Good job!)

617 E. Alvarado:

- Resolve mold issue. Unoccupied buildings, or parts of buildings, can attract inappropriate users (transients, vandals, etc.).
- Consider trimming tree around light post at the south/east corner and make sure light post works well. You may have to add to, or modify this light to have it point toward your building. This light may be the hospital's.
- If rood problems increase, consider a barrier of some kind to prevent roof access at the south side.

1636 E. Mission:

- Make sure all fencing and gate is secure.
- Post 'No-Trespassing' signs at all entry points.

Regarding the trespass arrest authorizations. They have been submitted to our Sheriff's Station here in Fallbrook and are on file for one year. Our deputies can look them up in their patrol car computers to see if a property owner/manager has given authority to cite someone for trespassing. Technically speaking, when someone trespasses, the property owner/manager is arresting them. These documents give deputies the authority to act on the behalf of the property owner/manager. For 138 S. Brandon and 617 E. Alvarado they are not in effect when the property is open to the public (business hours). You are allowed to make someone leave your property if you don't want them there. If you need help

making them leave, you don't need these authorizations. Just call 911 and ask for help. 1636 E. Mission is always closed, so the trespass authorization is always in effect. These authorizations are just a tool to help in some cases. If something suspicious or criminal is happening, deputies don't need them in order to act. These authorizations can also be used to address a single person if they are causing a chronic problem at your place of business. The person would need to be positively identified.

Okay, there you go! Please let me know if you have any follow up questions. Take care,

Jake Kruger  
Crime Prevention Specialist  
San Diego Sheriff's Department, Fallbrook Substation  
760-451-3124

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**From:** lbannerman fallbrookhealth.org [mailto:lbannerman@fallbrookhealth.org]  
**Sent:** Wednesday, April 03, 2019 5:30 PM  
**To:** Kruger, Jacob (Jake)  
**Cc:** Wendy Lyon; pknox fallbrookhealth.org; mbanuelos fallbrookhealth.org  
**Subject:** Perimeter Walk Today

Jake,

Thanks for checking the properties. We look forward to your report.

Warm Regards,

Linda Bannerman  
Administrative Assistant

Fallbrook Regional Health District  
formerly  
Fallbrook Healthcare District  
138 S. Brandon Rd., Fallbrook CA 92028  
(760) 731-9187 office  
(760) 731-9131 fax  
Website: fallbrookhealth.org