



Staff Report

March 14, 2017

TO: Honorable Mayor and Town Council
FROM: Roger Carroll, Treasurer/Finance Director
DATE: March 2, 2017
RE: Funding request for Del Oro Tennis Court Reconstruction

RECOMMENDED ACTION:

Approve funding in an amount equal to the Placer Union High School District's contribution, not to exceed \$20,000, contingent upon receiving an updated joint use agreement from the District for reasonable use of the courts by the community.

ISSUE STATEMENT AND DISCUSSION:

On February 22, 2017, Mayor Black and I met with Paul Frank, a Del Oro parent. He is on a committee other parents, coaches and students that has been tasked with raising funds to reconstruct the tennis courts at the High School.

Mr. Frank reports that cracks and potholes in the courts have become so bad that the courts are actually dangerous to use. In the past, Del Oro's courts were included in the District and regional competition rotation, but now have been removed from the circuit due to their failings.

The courts are used by the school tennis teams, PE classes, and by the community at large. In 2006, the Town used \$47,500 of its State park grant allocation to pay for lighting installed at Del Oro's courts.

The attached "project scope" document outlines two options for improvement:

1. Filling and taping over cracks, covering the entire courts with a special fabric, then resurfacing the courts. This is estimated to cost \$158,000 and should last between fifteen and twenty years. \$2,000 is also needed to rebuild the ball wall. Or,
2. Simply filling the cracks and resurfacing the courts. While this would only cost about \$36,000, it is expected to start cracking again within a year.

Mr. Frank pointed out that removing and reconstructing the courts from scratch would cost over \$600,000 and would not last significantly longer than option 1. The committee and the school plan to proceed with option 1. It uses the same method the District used to rebuild the tennis courts at high schools in Colfax and Auburn.

Mr. Frank is working with Placer County and hoping to commit them to providing \$50,000. The District has budgeted \$10,000 to \$12,000 for tennis court resurfacing and will be applying that to the project. Currently, the committee has raised an additional \$2,000 and they are hoping to raise the remaining \$96,000 by April, 2017, so that the courts can be reconstructed by mid-summer.

Once the courts are done, Del Oro will be back on the circuit for competitions which will bring out of town spectators into Loomis who can shop at our stores and restaurants.

POLICY AND/OR FINANCIAL IMPLICATIONS:

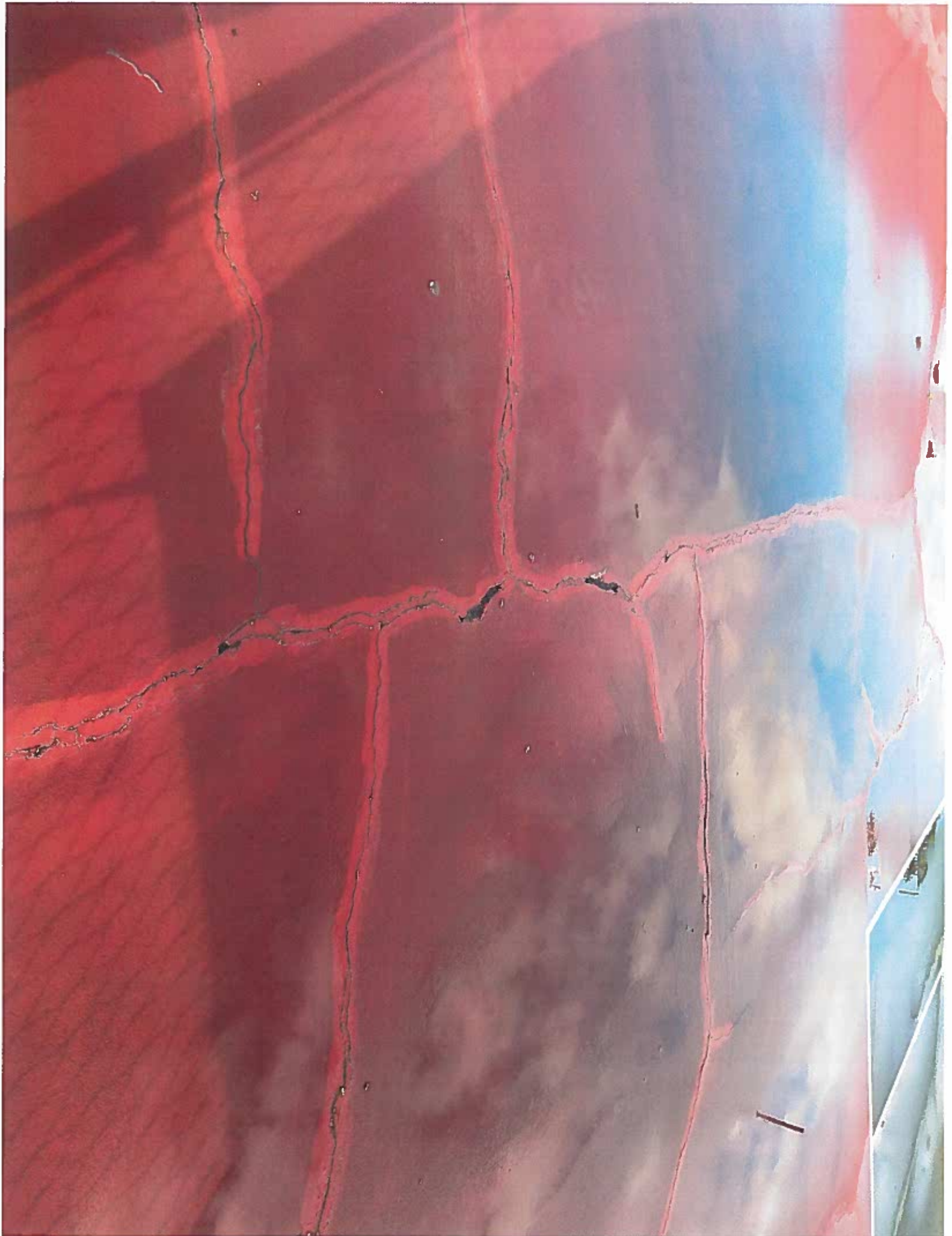
Mr. Frank is requesting that the Town donate \$20,000 out of current General Fund Reserves and an additional \$30,000 from the 2017-18 budget. The Town General Fund has reserves designated for operations of \$1.1 million.

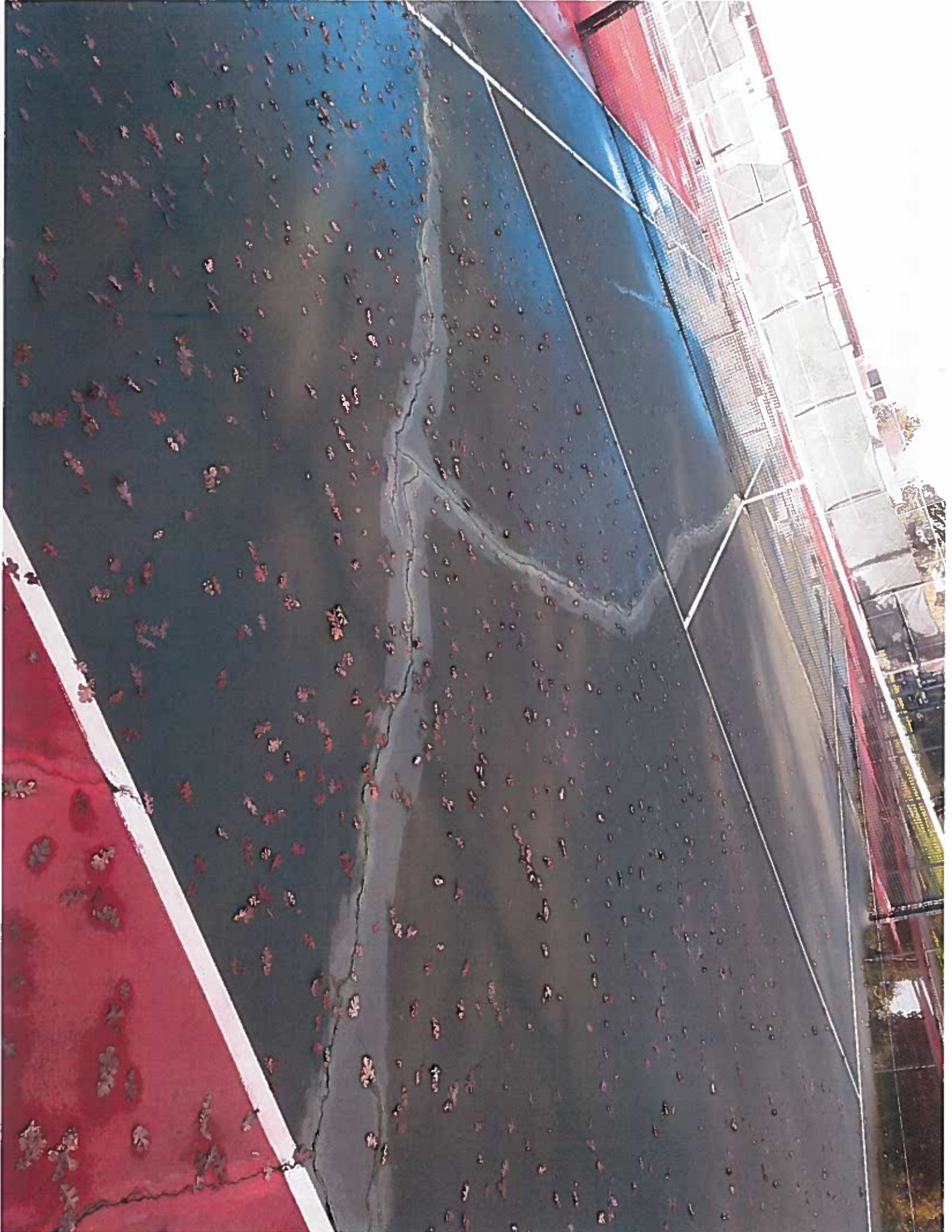
Staff recommends approving a donation equal to the Placer Union High School district's contribution, not to exceed \$20,000, contingent upon receiving an updated joint use agreement from the District for reasonable use of the courts by the community.

Attachments: Project Scope document
Two bids to construct the project
Pictures of some of the cracks











PUHSD PROJECT SCOPE

OVERVIEW

1. Project Goal (background and description)

Describe how this project came about, who is involved, and the purpose.

The Del Oro tennis courts have very large cracks in them and are becoming dangerous to play on. The courts need more than just resurfacing due to the large cracks. Jen Isaac and Jill Butler, the varsity tennis coaches, got a group of parents together to help plan and fund raise. The main parents involved in this project are Robin Jensen and Pat Frank. The purpose of this project is to raise \$160,000 to fix the courts the correct way.

2. Project Scope

Project scope defines the boundaries of a project. Think of the scope as an imaginary box that will enclose all the project elements/activities. It not only defines what you are doing (what goes into the box), but it sets limits for what will not be done as part of the project (what doesn't fit in the box). Scope answers questions including what will be done, what won't be done, and what the result will look like.

Our goal is to raise the funds by April 2017 and have the courts fixed by mid summer. The 6 courts will need a special overlay that will fix the cracks and then they will resurface the courts. The ball wall will require all new plywood and new paint. The basic foundation of the wall will not be altered. The project should last between 4-6 weeks. The fencing will not be removed and the sidewalks will not be altered.

3. Location & Plans

Define and provide sketch of project location. Also, if required provide complete plans for construction including dimensions, materials, layout etc. Also, if project requires compliance with codes, they must adequately address these issues and be signed and approved by the appropriately licensed professionals.

See attached plans from Saviano Company Inc. Option #1

4. Outcome

List student populations or others that will be impacted and describe how they will be affected by the project.

Define the LCAP Goal

Over 80 student athletes are on the boys and girls tennis teams that use the courts year round. Approximately 200 PE students use the courts and learn how to play tennis in class and over 250 children participate in the summer camps. The DO courts are the only public courts in the area, so countless adults, youth, and families use the court for recreation. The LCAP is Goal3, which states "Provide a safe, healthy, and engaged learning environment for all This project will provide opportunities for after school student engagement in athletics.

5. Funding

Identify project funding needs and a complete plan for project funding. This should include a task based budget identifying already available funds (in account with PUHSD), pledged funds, and in kind donations (i.e. donated construction).

The overall project will cost \$160,000. The courts will cost \$158,000 and the ball wall will cost \$2,000. PUHSD has between \$10,000-12,000 allocated for tennis court resurfacing. The tennis program has started a GoFundMe page that currently has \$1,600 and a private check for \$250. We have created a sponsorship form and created parent committees to ask for donations from specific organizations.

6. Approvals

A list of needed approvals (i.e. District Facilities, Business/regulatory agencies (DSA/City))

Jeff Patton
Board

7. Specific Exclusions from Scope

8. Implementation Plan

Get approval from the district to set up an account for the funds for the project.

Raise the money in 2-3 months

Get the boards approval for construction for this summer.

Construction 4-6 weeks.

9. High-Level Timeline/Schedule

Describe what the high level timeline/schedule will be to plan, design, develop and deploy the project. Generally, by when do you expect this project to be finished?

We would like to have all the funds by the end of April. If we reach that goal, we would like the board to approve the project and Saviano will start construction in June and should be finished by the end of July.

PROJECT TEAM

All involved including a brief description of their role.

Name	Role	Date
Jill Butler	Tennis Coach/Paperwork	
Jen Isaac	Tennis Coach/Communication	
Robin Jensen/Paul Frank	Parents/Fundraising	

Approved By

Date

Approved By

Date

Clear Form



www.saviano.com

Saviano Company Inc.
1744 Smith Ave
San Jose, CA 95113

Cont. Lic. CA #557093
Cont. Lic. NV #0056488
Cont. Lic. WA #SAVIAC1952NI
Cont. Lic. OR #134244
Cont. Lic. AZ #ROC230377
Cont. Lic. HI #CT32435

TEL 924-3774 Phone
488-924-0308 Fax

October 19, 2016

Del Oro High School
Attn: Robin Jensen
3301 Taylor Rd.
Loomis, CA

Phone: 916-652-7243
916-663-3314 Robin Jensen
Email: rjensen358@aol.com

PROPOSAL/CONTRACT: Revised

Regarding: Court Work Options – 6 Tennis Courts
Project location: Same
Quoted by: Eric Hodges

We appreciate the opportunity to bid this project. Our firm's tennis court division has provided a turnkey operation to thousands of our clients over the decades. Saviano Co. Inc. has the in house staff and equipment which enables us to perform virtually every aspect of this project as needed. Due to our experience and knowledge in every segment of this undertaking, we believe that we are the best equipped organization for this endeavor. We look forward to presenting you with a quality job, on time and on budget.

Saviano Company, Inc. will supply all labor and materials necessary to complete the following:

OPTION #1, Six (6) Tennis Court Overlay:

Asphalt Work

- Clean out cracks and install crack filler on cracks 1/2" or greater.
- Install high strength self-adhesive fabric (Mirafi) over cracks on court surface larger then 1/8", and apply paving fabric over entire court surface. This two layer crack system will greatly reduce the probability of future cracking.
Install approximately 1 1/2" of asphalt concrete over paving fabric and compact
- Feather new asphalt along inside fence line to create a smooth transition.

Net Posts

- Raise existing net posts and center tie down. Reuse existing net.

Leveling Court

- Power wash court surface.
- Depressions 1/8" in depth shall be filled with resurfacing material.
- The minimum application will be at the rate of not less than 20 gallons of resurfacing material per 1,000 square feet.
- Apply resurfacing material with squeegees over entire court surface. Minimum of 2 coats.
- After each coat has cured, scrape off any ridges or excess material.
- The finished surface shall be smooth; free of ridges, valleys and tool marks.

Color Court

- Prep court.
- Apply 2 coats of color mixed with 90 mesh sand.
- Apply one coat of color without sand.
- All coats to be applied with squeegees and in accordance with manufacturer's printed instructions.
- Court color to be owner's choice using California Products or equal color selection:

INNER PLAYING AREA _____

OUTER PLAYING AREA _____

- Paint standard dimensioned court lines, 2" in width, using latex white paint. All lines shall be straight and true.

Other Items

- Owner is responsible for obtaining all permits.
- Owner is responsible for providing equipment access to site.

Payment Terms

Due upon completion of paving	\$120,000.00
Due upon completion of project.....	\$ 38,000.00
Total price for this project	\$158,000.00

Initial for Option #1 _____

Note: Paving fabric is one of the best ways to stop cracks from passing through to the asphalt concrete surface, and the paving fabric is far more cost effective than removing and replacing existing asphalt. Ask us for more information about this product.

OPTION #2, Six (6) Tennis Court Resurface:

- Prep court.
- Fill cracks as needed.
- Apply 2 coats of color mixed with 90 mesh sand.

- All coats to be applied with squeegees and in accordance with manufacturer's printed instructions. Pls. call Drew Arzaga, City of SSF re: grafitti'd TC at Stonegate. Options? 650-829-3833
- Court color to be owner's choice using California Products or equal color selection:

INNER PLAYING AREA _____

OUTER PLAYING AREA _____

- Paint standard dimensioned court lines, 2" in width, using latex white paint. All lines shall be straight and true.

NOTES:

- Cracks may reappear, possibly within a short timeframe.
- On existing court, if work is done to address puddling issues the work may improve the condition, but will not totally alleviate the puddling.

Initial _____

Payment Terms

Due order of material	\$20,000.00
Due completion of project	<u>\$16,000.00</u>
Total price for this project	\$36,000.00

Initial for Option #2 _____

References:

- LifeTime Fitness – Folsom and San Clemente, CA locations
- Bay Club Company (formerly Western Athletic Clubs) – various Northern California locations
- InShape Health Clubs – various Northern California locations
- Beijing, China – 2008 Olympic Games
- Mexico – 2011 Pan American Games

Please refer to our website at www.saviano.com for more information and Testimonials.

All invoices due upon receipt.

Note: Saviano Co. Inc. was selected to assist and consult on the installation of the California Products cushion material for the 2008 Olympics in Beijing, China, and the 2011 Pan American Games in Mexico. Our firm was chosen for these and other projects because of our vast experience and superior workmanship, which we bring to each venture we work on. We look forward to working with you.

This quote valid for a period of 30 days from the above date

Saviano Company, Inc.

Experts in Tennis & Sports Court Installation and Restoration

All types of grading and paving projects, structural demolition, and retaining walls.

Licensed in California, Oregon, Washington, Nevada, Arizona and Hawaii

STANDARD PROVISIONS

Contractor is not responsible for obtaining plans, permits, surveying, or soils testing unless specified in the Proposal/Contract.

Underground obstacles and unknown conditions shall be the responsibility of Owner (and therefore, may create an additional charge), for example, hit rock or water, underground water conditions or underground obstacles such as pipes, conduits, water lines, etc. If Owner so advises they are to be noted in the contract.

Access to the court area is the responsibility of Owner and Contractor shall not be responsible for any damage to driveways, lawns, etc., unless Contractor has failed to use reasonable care in the use thereof.

Court cracking, settlement or upheaval is not the responsibility of Contractor unless proven to be the result of defective materials or faulty workmanship. Cracking due to landslide, earthquake, erosion, hillside settlement, root intrusion, surface or underground soils movement, etc., is the responsibility of Owner.

There is no implied warranty or standard, that is to be met, other than what is specified in Saviano Company, Inc. contract. Also, overlaid courts new surface will generally follow the same slope and contours of the existing surface.

Contractor guarantees all materials and workmanship for a one year period. Surfacing is specifically guaranteed against delaminating, bubbling, flaking or other surfacing material failures for a period of one year, however, if applied over existing surfacing, Contractor's guarantee does not extend to the underlying materials.

Cracks in existing asphalt courts tend to reappear after patching. On existing court, work to address puddling issues may improve the condition, but will not totally alleviate the puddling.

Contractor's liability shall be limited to repairing or replacing, at its option, any defective work which is rejected by Owner. If the property where contractor installed its work has been subjected to abuse, misuse, alteration, neglect, unauthorized repair, or unauthorized installation are not covered by this warranty, normal wear and tear and adjustments that are necessary because of earth settlement or structural movement are not included. Contractor shall make the final determination as to the existence and cause of any alleged defects in Contractor's work.

This warranty is in lieu of any other warranty, express or implied. Contractor makes no other warranties, express or implied, including any warranty of fitness for a particular purpose or merchantability. In no event shall Contractor be liable for any indirect, special or consequential damages such as loss of profits or business opportunities.

Prices set forth in this Proposal/Contract are binding upon Contractor for a period of 30 days from the date of the Proposal/Contract, and throughout the terms of any resulting contract.

The parties agree that all claims and disputes by and between them shall be submitted to mediation by a mediator mutually agreeable to the parties. The cost of such mediation shall be borne equally by the parties. The foregoing agreement to mediate shall be specifically enforceable. If mediation is not successful, any controversy or claim arising out of or relating to this contract, or to the breach thereof, shall be resolved by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. Judgment shall be entered on the arbitration award. Contractor shall be entitled to recover its attorneys' fees and legal costs from the owner.

NOTICE TO OWNER

Under California Mechanics' Lien Law, any Contractor, Subcontractor, Laborer, Supplier or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in a court to obtain payment.

This means that after a court hearing, your home, land, or property, could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you paid your contractor in full if the Contractor's Subcontractors, laborers or suppliers remain unpaid.

To preserve their rights to file a claim or lien against their property, certain claimants such as Subcontractor or Material Suppliers are each required to provide you with a document call a "Preliminary Notice". Contractors and Laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a Contractor, Subcontractor, Supplier or Laborer must file a mechanics lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanic's lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- Require that your Contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and the performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a Contractor cannot obtain such a bonding, it may indicate his or her financial incapacity.
- Require that payments be made directly to Subcontractors and Material Suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your Contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum by the registrar.
- Issue joint checks for payment, made out to both your Contractor and Subcontractors or Material Suppliers involved in the project. The joint checks should be made payable to those who send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore, you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- Upon making payment on any completed phase of the project, and before making any further payments, require your Contractor to provide you with unconditional "Waiver and Release" forms signed by each Material Supplier, Subcontractor and Laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will sell the "Waiver and Release" forms if your Contractor does not have them. The Material Suppliers, Subcontractors and Laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the Material Suppliers, Subcontractors and Laborers working on your project, you may obtain a list from your Contractor. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To Protect yourself under this option, you must be certain that all Material Suppliers, Subcontractors and Laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

NOTICE OF ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in your attached proposal for which I (we) agree to pay the amount in said proposal according to the terms thereof to Saviano Company, Inc.

This contract includes _____ Pages.

By: _____

Date: _____

Print Name: _____

Title: _____

Homeowner or Agent (Circle One)

Print Name: _____

By: _____

Date: _____

Title: _____

At: Saviano Company, Inc.

Terms of Payment

1. Due on Presentation of Invoice.
2. 1.5% per month service charge will accrue on all past due balances.
3. Contractor reserves the right to stop work if any progress payment is not made.

NOTICE OF CANCELLATION

You may cancel this transaction without any penalty or obligation within 3 business days from the above date.

If you cancel any property traded in, any payments made by you under the contract or sale or any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or other written notice, or sent by courier to:

Saviano Company Inc.
1784 Smith Ave.
San Jose, CA 95112

Not later than midnight 3 days after this proposal date, I hereby cancel this transaction.

By: _____

Date: _____

Initial _____

Saviano Company, Inc.
1784 Smith Ave.
San Jose, CA 95112
Phone (650) 948-3274 - Fax (408) 924-0308

**Preliminary Notice Information Request
California 20 Day Notice Request Form**

It would be greatly appreciated if you would provide this office with the information requested below, so that we can properly prepare a California 20 Day Notice as required by California State law. Please include an address for all information requested and **return by fax or mail**. If you have any questions, please the office number listed above.

To: _____ Job Number: _____
(office use only)

Project Description: _____
(office use only)

Project Location: _____

Legal Owner of Property: _____

Mailing Address of Owner: _____

City, State, Zip: _____

Project General Contractor (if other than Saviano Company):

Mailing address: _____

City, State, Zip: _____

Lender for this project: _____

(please indicate if this does not apply)

Mailing address: _____

City, State, Zip: _____

Thank you for your help.



To: DEL ORO HIGH SCHOOL	Phone: 916-852-7243	Date: 10/05/2018
Address: 3301 TAYLOR RD.	Fax: 916-852-3706	Job Name: TENNIS COURT RECONSTRUCTION
LOOMIS, CA 95650	Rqst No: 22289-22577	Address: 3301 TAYLOR RD.
Contact: ROBIN JENSEN		LOOMIS, CA 95650
JS Job #:		

ALL MATERIAL AND LABOR NEEDED TO:

1. DEMO EXISTING CONDITIONS AND OFF HAUL FROM SITE. (FENCING, CONCRETE.)
2. PULVERIZE AND RE-GRADE EXISTING ASPHALT SURFACE WITH DUAL SLOPE. OFF HAUL EXCESS SPOILS.
3. DRILL & INSTALL NEW POSTS FOR 1,200-LF OF NEW FENCING
4. FORM & POUR NEW 12" X 12" CONCRETE CURBING AROUND 1200-LF. OF FENCE POSTS.
5. SUPPLY, GRADE AND COMPACT 6" AGGREGATE BASE AND 2.5" OF 1/2" HOT-MIXED ASPHALT TO 40,800-SF.
6. SUPPLY, STRETCH FABRIC AND INSTALL GATES TO 1,200-LF OF 16' CHAIN LINK FENCING (INCLUDES TOP, BOTTOM & BUTT RAIL)
7. DRILL AND SET NEW 3.5" SQUARE POWDER COATED NET POLES FOR 6 COURTS.
8. SUPPLY AND APPLY 5 COAT ACRYLIC COLOR COATING SYSTEM TO 40,800-SF.
9. LAYOUT & STRIPE 6 COURTS TO OFFICIAL COURT LAYOUT

TOTAL OF ITEMS 1-9: \$389,812.00

+ Possible \$ 61,600.-

BUDGET BID

NOTE: ELEVATIONS MAY CHANGE FOR PROPER DRAINAGE OF COURTS THAT COULD CAUSE THE SIDEWALK ALONG BOTH SIDES TO BE REPLACED. BUDGET FOR R/R 5,600-SF. SIDEWALK. \$61,600.00

20 years +

2 weeks to demo + take away

Estimate Summary Info	
Estimate Total:	\$389,812.00
Estimate Terms:	net30
Estimator:	Roy Sampson
Authorized Signature:	

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left. I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMATION

Signature: _____ Date: _____



To: DEL ORO HIGH SCHOOL	Phone: 916-852-7243	Date: 10/05/2016
Address: 3301 TAYLOR RD. LOOMIS, CA 95650	Fax: 916-852-3708	Job Name: TENNIS COURT SURFACE BUDGET
Contact: ROBIN JENSEN	Rqst No: 22288-22576	Address: 3301 TAYLOR RD. LOOMIS, CA 95650
JS Job #:		

ALL MATERIAL AND LABOR NEEDED TO:

1. AIR BLOW CRACKS WITH COMPRESSED AIR AND FILL WITH "NOVA" BRAND ELASTOMERIC CRACKFILLER.
2. AIR SWEEP ENTIRE AREA TO BE SEALED.
3. APPLY SANDED ACRYLIC BASE COAT TO HELP COVER CRACK REPAIRS.
4. APPLY TWO COATS OF ACRYLIC TENNIS COURT COLOR COATING TO CENTER PLAYING AREA. (CURRENTLY GREEN)
5. APPLY TWO COATS OF ACRYLIC TENNIS COURT COLOR COATING TO OUTSIDE FIELD AREA (CURRENTLY RED)
6. RE-STRIPE SIX TENNIS COURT TO OFFICIAL COURT LAYOUT.

****THIS IS THE BEST FIX FOR SHORT TERM WITHOUT SPENDING MORE THAN NEEDED****
ALSO FIGURED FOR PREVAILING WAGE. IF IT BECOMES PRIVATE FUNDS WE COULD REDUCE THE COST

Estimate Summary Info	
Estimate Total:	\$48,000.00
Estimate Terms:	net30
Estimator:	Roy Sampson
Authorized Signature:	

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left. I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMATION.

Signature: _____ Date: _____