

City of Sausalito

Informal Quote - \$1,000.01 to 15,000 (including Sales/Use Tax, Shipping & Handling)

\$10,000.01 to \$15,000 must be in written quotes

Purchase Requisition # _____
(Attach print screen of requisition)

emailed ✓

Please check one

Fax _____ Written _____ Verbal _____
 Fax # 650-960-0862 Phone # 650-948-3274
 Date 11/15/07 Time 10:45am Contact Name Sharon Baird

Company Saviano Company, Inc. Amount Quoted \$ 24,000.00
 Address 1020 Terra Bella Ave, Mountain View, CA 94043-1830
SELECTED

Please check one

Fax _____ Written _____ Verbal _____
 Fax # 510-562-5210 Phone # 510-632-7676
 Date 11/27/07 Time 3:41 pm Contact Name Jermaine Smith or Don

Company Maguire & Hester, Inc Amount Quoted \$ 28,432
 Address 9004 Railroad Avenue, Oakland, CA 94603
SELECTED

Please check one

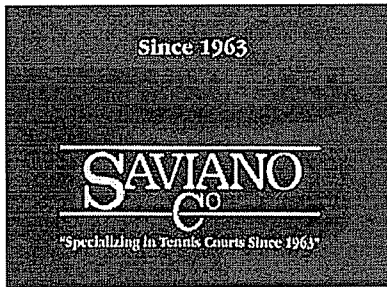
Fax _____ Written _____ Verbal _____
 Fax # 707-837-0101 Phone # 707-579-4113
 Date _____ Time _____ Contact Name Gary Lorenz

Company Lorenz Construction Amount Quoted declined
 Address 10735 Guibal Avenue, Gilroy, CA 95020
SELECTED

(1408-842-0457

Justification for Not Selecting the Lowest Quote _____

Quote Prepared by: _____ Date _____



November 15, 2007

Anita Wong
CITY OF SAUSALITO
420 Litho Street
Sausalito CA 94965-1933

Phone: 415/289-4152
Fax: 415/289-4189

e-mail: awong@ci.sausalito.ca.us

PROPOSAL / CONTRACT

Regarding: Basketball Court Overlay (approx. 118' x 70')
Project location: same
Quoted by: Jim Shryock

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

Preparation

- Remove existing asphalt in root damaged areas, approximately 500 square feet.
- Remove roots and patch back.

Asphalt Work

- Apply paving fabric over prepared court.
- Install approximately 1 ½" of asphalt concrete over paving fabric and compact.
- Allow asphalt time to cure before applying color to court.

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.

*****We recommend replacing basketball poles and backboard.*****

Other Items

- Owner is responsible for obtaining all permits.

Payment Terms

Due upon completion of paving.....	\$ 19,000.00
Due upon completion of project	5,000.00
Total price for this project	\$24,000.00

All invoices due upon completion of project.

1.5 % late fee applied to all invoices not paid within thirty (30) days and 2% each 30 days thereafter.

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.

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

<p><i>Saviano Company, Inc.</i> <i>Experts in Tennis & Sports Court Installation and Restoration</i> <i>All types of grading and paving projects, structural demolition, and retaining walls.</i> <i>Licensed in California, Oregon, Washington, Nevada and Arizona</i></p>
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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. It is not unusual to have color residue appear on tennis balls after playing on new surfaced courts. Pin holing is a common occurrence on cushion surfaced courts and can occur in other circumstances.

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.

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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.

_____ - Initial to acknowledge

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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:

1. 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.
2. 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 wavers and other forms of protection. Any joint control agreement should include the addendum by the registrar.
3. 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.
4. 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)

By: _____ Date: _____

Print Name: _____

Title: _____

At: Saviano Company, Inc.

Terms of Payment

- I. Due on Presentation of Invoice.
- II. 1.5% per month service charge will accrue on all past due balances.
- III. 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.
1020 Terra Bella Avenue
Mt. View CA 94043

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

By: _____ Date: _____

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Saviano Company, Inc.
1020 Terra Bella Avenue
Mountain View CA 94043-1830
Phone (650) 948-3274 - Fax (650) 960-0862

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.

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