



Heather Gardens

METROPOLITAN DISTRICT

**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: SEPTEMBER 19, 2024

MOTION NUMBER: 2024-9-15-2

MOTION: TENNIS COURT CRACK REPAIR

Upon the recommendation of the HGMD Clubhouse Committee, I move that the Heather Gardens Metropolitan District Board of Directors contract with **Court Repair Services of Castle Rock** to repair the crack in the tennis courts. The cost of the project is \$1,970.00 with a contingency of \$197 for a total of \$2,167.00.

ECONOMIC COST TO THE DISTRICT: \$2,167.00
APPROPRIATED BY: OPERATING EXPENSE - REPAIRS

Motion by: Robin O'Meara

Second by: Eloise Laubach

Rationale: The surface of the tennis courts has a deep crack that was temporarily filled by Pickleball Club members who volunteered to do the work. However, this is only a temporary "fix" to prevent the crack from becoming deeper and wider over the winter months. There are very few vendors who do a complete repair and they are booked quickly for work in the spring. This work must be contacted and scheduled now so we can assure the complete repair of the court surface in 2025.

Debate: _____

Secondary Motion to : _____

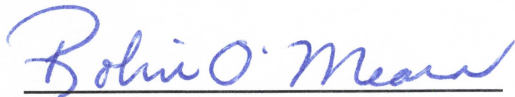
Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Rita Effler	✓	
Eloise Laubach	✓	
Robin O'Meara	✓	
Daniel Taylor	✓	
Total	4	

Yes	No

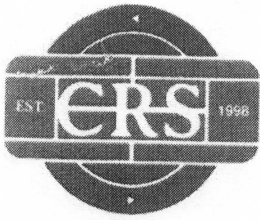
The secondary motion does/does not have a majority and passes/fails.
The main motion does/does not have a majority and passes/fails.



Robin O'Meara, Secretary
HGMD Board of Directors



Daniel J. Taylor, President
HGMD Board of Directors



COURT REPAIR SERVICES INC.

477 Dawson Dr. Castle Rock, CO 80104
(303) 683-5404

Estimate

ADDRESS

Heather Gardens
Wendy Pfaffhausen
2714 S. Heather Gardens Way
Aurora, CO 80014

ESTIMATE 24-2119
DATE 07/11/2024
EXPIRATION DATE 08/29/2025

PROJECT NAME
25 Heather Gardens

PROJECT TYPE
Tennis Court Repair - 2 courts

PROJECT ADDRESS
2888 S. Heather Gardens Way, Aurora, CO
80014

SERVICE ITEM	DESCRIPTION	AMOUNT	INITIALS
Premium Solid Fill	Remove previous fill to depth of crack, then patch to 1/2" below surface with solid concrete mixture, cap with latex-masonry blend and paint. Replace white lines where necessary.	925.00	

NOTE* - 154' measured 7/3/24. Est. allows for approx. 10% growth over the winter. Cracks will be remeasured prior to repair and additional cracking significantly beyond 170' will be added at \$5.50/foot.

OPTIONAL

Surface Touch Up	Squeegee fill surface gouges and apply single color coat to touch up damaged area on S end of W court.	1,050.00	
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NOTE * - Up to 96 sq ft. Will be remeasured prior to repair and additional patching significantly beyond 105 sq. ft. may require a change order.

Estimate is for 2025 repair season. If we can get this done in 2024, we will let you know as soon as possible.

SUBTOTAL 1,975.00

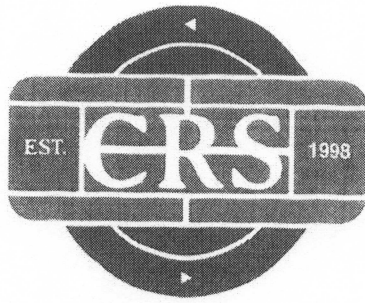
TAX 0.00

Thank you for considering Court Repair Services, Inc. for your athletic surface maintenance and repair.

TOTAL **\$1,975.00**

Accepted By

Accepted Date



COURT REPAIR SERVICES INC.

477 Dawson Dr. Castle Rock, CO 80104
(303) 663-5404

2025 Tennis Court Maintenance and Repair Proposal

July 11, 2024

To: Heather Gardens
Wendy Pfaffhausen
2714 S. Heather Gardens Way
Aurora, CO 80014

Project Name: Heather Gardens Tennis Court Repairs **Number of Courts:** 2
Project Address: 2888 S. Heather Gardens Way, Aurora, CO. 80014

THE WORK:

Court Repair Services, Inc. (CRS) hereby proposes to provide equipment, labor, and materials to fill cracks and apply surface color and lines over the cracks filled on the above-referenced project. Unless otherwise noted, the under and around and outside the fence or at the base of retaining walls, or at the edge of the courts where it meets a curb, drain, sidewalk or edger will not be filled. A professional crack-filling job will be provided using appropriate materials depending upon the depth and width of the crack.

Additional work to include: Surface grind as necessary, and premium solid fill. Optional: Surface patch on S end of W court.

Work to be completed by customer prior to scheduled start date: Remove shed from the court surface.

LIMITATIONS:

1. Any repairs made will be noticeable and visible due to irregularity of the cracks and weathering of the existing surface. We use a standard set of tennis court colors and size of added grit to provide a non-slip repair. Color shades vary widely by vendor and fade at different rates. Repair color and texture will not perfectly match the surrounding surface due to dirt, sun fade and weathering, as well as variations of color and texture used by other contractors.
2. The patched area will not be perfectly level with the surrounding surface and can settle, heave or re-crack and any time.
3. **No expressed or implied guarantee or warranty is granted or conveyed regarding the work. Cracks and/or spalling concrete will reappear and may do so at any time.**

_____ Initial

ADDITIONAL CHARGES: See estimate for additional charges.

This proposal is based upon standard crack-fill procedures unless otherwise noted in this proposal. The following conditions will result in additional charges: 1) Removal of extensive vegetation from cracks. 2) Removal of excessive amounts of coal tar sealers, rubberized material, and/or other, previously applied crack filler. 3) Sanding or grinding required to level surface or root bumps. 4) Filling cracks under, around, and outside any fence or at the base of any retaining walls.

Line Striping----- \$ 500.00

-Layout and stripe 2" white lines as required with textured line paint.

-Layout and stripe 2" light blue pickleball lines as required with textured line paint.

TOTAL COST OF BASE JOB ----- **\$ 5,220.00**

Additional Notes

-Owner to supply water for flushing.

GENERAL CONDITIONS

MOBILIZATION: If additional mobilizations are required, by customer request, other than that which would ordinarily be required for the job, an additional charge of \$ 850 per mobilization will be charged.

LATENT AND UNFORESEEN CONDITONS: This proposal is based upon observed conditions, and/or information provided by the Owner unless otherwise noted in the body of the proposal. Coatings Inc. cannot warrant against unknown conditions that may be present, such as excessive moisture under the court that may cause surface delamination, poor materials or workmanship from previous work that delaminates under our coatings, the appearance of vegetation or roots, etc. Acrylic coatings can be applied in a finite number of to a point where the surface becomes sealed and large-scale delamination can occur, requiring the removal of the existing coatings.

OFFER EXPIRES: This proposal expires automatically thirty (30) days from the date if it is not accepted at that time. In addition, if the work is not performed during the current season, the price may be increased to reflect any market and/or material price increases.

ACCEPTANCE OF PROPOSAL: The person (persons) accepting this proposal represents that they are the owner or authorized representative of the owner, and that permission and authority is hereby granted to COATINGS, INC to perform work on premises. The owner agrees to save and hold harmless COATINGS, INC. from and against all damages, claims, costs, or expenses whatsoever arising from or growing out of this service during work as well as thereafter.

PERFORMANCE: COATINGS, INC. cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of COATINGS, INC., third parties, mechanical failures, labor difficulties, fuel or material shortages, governmental authority or regulation, fire, acts of God, or any cause beyond our control. In the event COATINGS, INC. is delayed for more than 60 days during the current season in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to COATINGS, INC. to terminate this contract, in which event COATINGS, INC. shall be paid for the work performed by it to the date of such termination and all parties hereto shall be released of any obligation hereunder.

TERMS OF PAYMENT: The person (persons) and the company accepting this proposal each agree to pay COATINGS, INC. the full quoted price with any adjustments provided for herein for the work herein specified. Progress invoices may be issued monthly for work completed during that month. Each invoice rendered by COATINGS, INC. will be paid when rendered and payment shall be overdue and delinquent ten (10) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 1.5% per month (an annual percentage rate of 18%).

FINANCIAL RESPONSIBILITY: If at any time COATINGS, INC., in its sole judgment, determines that the financial responsibility of the person (persons) or the company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantees that invoices will pay when due. If any payments are not paid when due, COATINGS, INC., at its option, may cancel any unfulfilled portion of this agreement without further liability and all work therefore completed shall thereupon be invoiced and due and payable at once.

TAXES: The Colorado sales tax or any other City, or County taxes which are now in effect included in the price quoted unless specifically stated otherwise in this agreement.