

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1552.03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING AND APPROVING THE TOWN TO ENTER INTO AN AGREEMENT WITH AGILE COURTS CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S TENNIS COURT IN AN AMOUNT NOT TO EXCEED \$16,640.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach Code of Ordinances Sec. 2-266 provides alternate purchasing procedures provided the Town acquires goods, materials or services obtained from or through the Federal Government, State, County, or other municipalities from advertised bid lists or procedures adopted by competitive bidding; and

WHEREAS, as a result of procedures adopted by other local government entities, Agile Courts Construction, Inc. has submitted proposals for various services relating to tennis court renovation; and

WHEREAS, the Town Manager has determined that Agile Courts Construction, Inc. submitted bids that qualify under Town Code Sec. 2-266.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the Town Council hereby authorizes and approves the scope of work as contained in Exhibit "A" with Agile Courts Construction, Inc. in an amount not to exceed \$16,640.00.

Section 2. That the Mayor is hereby authorized to enter into an Agreement with Agile Courts Construction, Inc. for the renovation of the Town's tennis court. Said Agreement is subject to approval by the Town Attorney.

Section 3. Severability. That the provisions of this Resolution are declared to be severable

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and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Administration.

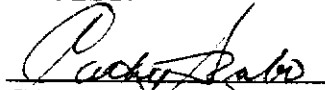
The Motion to adopt the foregoing resolution was offered by Councilmember Singer, seconded by Vice Mayor Iglesias and on roll call the following vote ensued:

Mayor Addicott	<u>ABSENT</u>
Vice Mayor Iglesias	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>
Councilmember Singer	<u>AYE</u>


PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 16TH day of December, 2003.

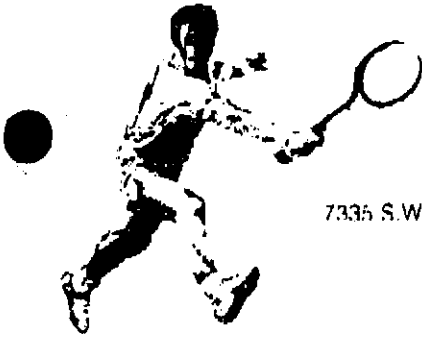

MAYOR MICHAEL ADDICOTT

ATTEST:


CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


PAUL D. EICHNER
TOWN ATTORNEY



Agile Courts

CONSTRUCTION CO.

7335 S.W. 104 STREET • MIAMI, FLORIDA 33156 • PHONE (305) 667-1228 • FAX (305) 667-6959

AGREEMENT

WORK TO BE PERFORMED

Resurface two tennis courts
1 Golden Beach Drive
Golden Beach, Florida 33160

CUSTOMER

Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

Agreement made between Agile Courts Construction Company hereinafter called the Contractor and Town of Golden Beach hereinafter called the Customer for the resurfacing of two tennis court(s) with respect to the following terms and specifications:

COURT PREPARATION

Area to be approximately: 120 ft. by 108 ft. existing tennis courts.
The Contractor will pressure clean court(s) as necessary
The Contractor will patch puddles, damaged areas, and existing cracks prior to surfacing.

SURFACING

The Contractor will surface the court(s) as follows

(3) coat(s) LAYKOLD Colorcoat Concentrate (two-tone green)
Two tone surface, inbound and apron, with full individual color through each color coat, is included in the fee below.
The Contractor will paint two inch white playing lines to meet U.S.T.A. specifications (three inch base lines).

COURT ACCESSORIES

The Contractor will install net posts to exceed U.S.T.A. specifications. Posts are 3 inch O.D. heavy duty galvanized steel, with green or black polyurethane powdercoat finish. New net posts are set in existing sleeves.

OPTION. The Contractor will install 456 running feet of six feet high open mesh VCP windscreens. Windscreens include vents every ten feet and grommets every foot. Add \$2,200.00 to the fee below.

FENCE

The Contractor will remove existing chainlink and dispose of, and straighten existing framework.
The Contractor will furnish and install new nine gauge 1 3/4" green vinyl chainlink and 456' of 1 5/8" bottom rail.
The Customer will remove wood from perimeter, windscreens, and any electrical equipment on fence (if necessary).

SEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of \$16,640.00.

All prices are in U.S. Dollars.

The fee is subject to review if not accepted within thirty days

This proposal is dated December 12, 2003



AGREEMENT

Town of Golden Beach

December 12, 2003

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PROVISIONS

The Customer agrees to a payment of \$16,640.00 within ten days after completion of above work.

CONDITIONS

The Contractor is not responsible for underground that is not marked.

The Customer will furnish access to the site for equipment and materials.

The Customer agrees to provide a clean water supply and an electrical feed at job site for construction purposes.

The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Agile Courts Construction Company

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a period of two years.

(Contractor cannot guarantee against cracks reflecting through the new surface.)

The Contractor accepts no responsibility for repairs done by anyone except Agile Courts Construction Company.

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the Customer agrees to pay reasonable attorney fees. Interest of 1 1/2% per month will be charged on accounts past due

Accepted by

Date _____

Agile Courts Construction Company



Bruce Bauer, President

Brian Bauer, Vice President

Grant Bauer, Treasurer



Agile Courts

CONSTRUCTION CO.

7335 S.W. 104 STREET • MIAMI FLORIDA 33156 • PHONE (305) 667-1228 • FAX (305) 667 6959

ADDENDUM

December 12, 2003

Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

1. The Contractor will furnish and install a 6' high pad for center pole.
Fee: \$ 130.00
2. The Contractor will furnish and install (2) 4' x 10' shady courts.
Fee: \$ 1,200.00
3. The Contractor will furnish and assemble (2) deluxe courtside polybenches
Fee: \$ 540.00 (\$ 270.00/ea.)

