

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2633.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM SYLMAC SPORTS TO CONSTRUCT ONE PICKLE BALL COURT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to build a pickle ball court ("Project"); and

WHEREAS, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") is impractical and not in the best interest of the Town; and

WHEREAS, the Administration did solicit proposals from at least three firms; and

WHEREAS, the lowest respondent is not being selected, but instead the most responsive and responsible respondent is; and

WHEREAS, the Town Council desires to engage Sylmac Sports ("Contractor") to perform construction services ("Services") for the Project; and

WHEREAS, Contractor has presented the Town with a proposal, attached hereto as Exhibit "A" and incorporated herein by reference, ("Proposal") to perform the Services; and

WHEREAS, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

WHEREAS, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

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

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Proposal Approved. The Town Council hereby approves of the Proposal.

Section 3. Waiver of Competitive Bidding. The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

Section 4. Implementation. The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

Section 5. Authorization. The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal, subject to the approval of the Town Attorney as to form, content, and legality. Further, that the total Project Budget is set to an amount not to exceed \$44,235.00 as stipulated in the Manager memo.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Absent</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 20th day of August, 2019.



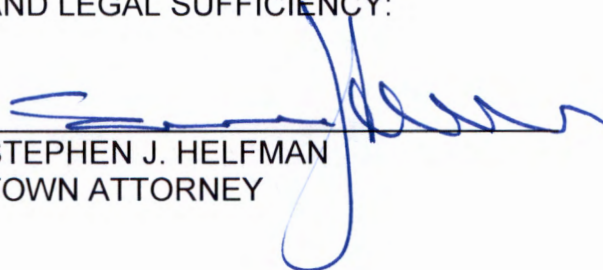
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Subject: Resolution 2633.19 – Approving the Proposal for a Picket Ball Court

Item Number:

16

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2633.19 as presented.

Background:

In an effort to enhance the recreational offerings provided to our residents, we are recommending adding one Picket Ball court to the east of the existing tennis courts (immediately adjacent); by doing so the lights from the existing courts will illuminate the new court.

During the last three years our residents have been asking the Administration to explore the possibility of adding a Picket Ball court in town. After reviewing the request and identifying the ideal location for this new amenity we are recommending approval to construct a single court.

Picket Ball is a paddle sport played with a whiffle ball on a badminton-sized court and a tennis-style net. A non-volley zone (or kitchen) prevents volleys close to the net, and the serving team cannot volley the return of serve. These unique rules favor players with less mobility and allow senior players to compete successfully with younger players.

Picket Ball is enjoyed by people of all ages and athletic abilities, thanks to its ease of play and straightforward rules.

Fiscal Impact:

During the summer the Administration secured three proposals (attached) for the construction and installation of a new single court for Picket Ball.

We are recommending that this project be awarded to Sylmac Sports. While they are not the lowest, Sylmac Sports is the most responsive respondent. Project Budget:

 \$35,735.00 for Court Construction
 \$3,500.00 for Fencing
 \$5,000.00 for Drainage and Contingency
Total: \$44,235.00

Funds will come from the restricted funds portion of our Capital Budget.



CONSTRUCTION, INC.
16155 SW 117 AVENUE
SUITE 26
MIAMI, FL 33177

DADE: (305) 255-0252
BROWARD: (954) 443-1711
FAX: (305) 378-2395

E-mail: mcccourttennis@aol.com
www.mcccourttennis.com

August 8, 2019

Town of Golden Beach
1 Golden Beach Dr.
Golden Beach, FL

PROPOSAL/CONTRACT FOR CONSTRUCTION

This Agreement is made between McCourt Construction, Inc., hereinafter called the Contractor, and Golden, herein after called the Customer, for the construction of one pickle ball court.

ARTICLE I Scope of Work

1.1 CLEARING AND SUB-BASE

- a. Clearing and proper sub-base to be the responsibility of the customer, to be +/- 1".
- b. Underground clearance to be requested by contractor prior to commencement. All clearance by Customer.

1.2 BASE AND ASPHALT

- a. Asphalt area to be approximately 30' X 60'.
- b. Contractor will grade sub-base to slope 1" in 10' for proper drainage.
- c. Contractor will install a 6" lime rock base, rolled and compressed to 4".
- d. Contractor will lay 1" of SRD2 hot asphalt with rice rock, to be rolled and finished grade.

1.3 FENCING

- a. Contractor will provide and install 3" OD terminal post, 2 1/2" OD line posts, and 1 5/8" all to be lex system.
- b. Contractor will install 120' x 8' high. 9 gauge, 1 3/4" green or black vinyl coated fence mesh.
- c. Contractor will install tension wire along bottom of fence mesh.
- d. All fence materials will be of heavy-duty construction with full weight pipe.
- e. 1 Walk gates will be installed as designated.

1.4

FINISHED PLAYING SURFACE AND ACCESSORIES

- a. Contractor will test for low spots and will correct those deeper than 1/16" (depth of a dime), using **Plexipave Patch Mix**.
- b. Contractor will surface court(s) as to **California Products Corp.** specifications, using **Plexipave** materials as follows:
 - One coat **Acrylic Resurfacer**
 - Three coats **Fortified Plexipave**
- c. Court colors to be: _____ and _____ (please specify).
- d. Contractor will paint 2" white playing lines to meet **specifications**.

ARTICLE II Conditions of Contract

2.1 CONDITIONS BINDING CONTRACTOR

- a. Contractor agrees to maintain own liability and worker's compensation insurance, as well as proper licenses to fulfill job obligations.
- b. Contractor agrees to provide materials, labor, tools, and supervision.
- c. All work to be done on a timely basis, except for delays caused by the weather or other conditions beyond the Contractor's control.
- d. Contractor accepts responsibility only for repairs done by **McCourt**.
- e. Contractor will file required Notice to Owner for job, if he is not in privity with the owner.
- f. Contractor will not be liable for any loss, damage, or destruction to property or court premises, except when caused by employees of the Contractor.
- g. Grass, trees, shrubbery, walkways, and driveways to be exempt from Contractor's liability, if they must be crossed to gain access to the site.

2.2 CONDITIONS BINDING CUSTOMER

- a. Customer agrees to furnish access to site for equipment and materials, and a safe storage area.
- b. Customer agrees to provide water and electricity for construction purposes.
- c. Customer shall give any Notices required of him.
- d. Customer shall pay for all Permits required for project. If Contractor secures Permits, all applicable fees and Permit costs to be paid by Customer upon receipt of invoice.
- e. Customer agrees to **PAYMENT SCHEDULE** outline.

ARTICLE III Guarantee

- 3.1 Contractor guarantees workmanship and materials against defects for a period of one year, save normal wear and tear. Acts of God, vandalism, or root damage and cracking caused by trees or plants installed around perimeter of court.
- 3.2 **PROPER COURT USE AND MAINTENANCE TO BE THE SOLE RESPONSIBILITY OF THE CUSTOMER.**
- 3.3 Contractor shall nullify this guarantee in the event the Customer fails to fulfill the terms of the **PAYMENT SCHEDULE**.
- 3.4 All prices subject to change without notice if contract is not accepted within 60 days.



ARTICLE IV
Payment Schedule

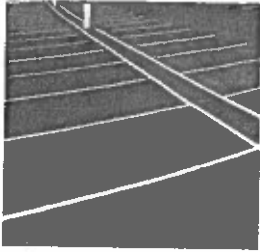
4.1	Upon installation of asphalt, Customer agrees to pay:	\$19,375.00
4.2	Upon installation of fence, Customer agrees to pay:	\$7,800.00
4.3	Upon completion of final playing surface, Customer agrees to pay:	\$4,500.00

JOB TOTAL: **\$31,675.00**

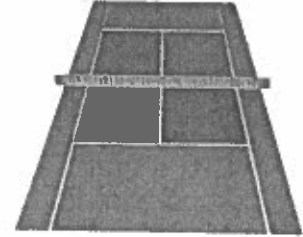
Accepted by _____ x _____
McCourt Construction, Inc.



SYLMAC SPORTS



**1835 E. HALLANDALE BEACH BLVD.
SUITE 107
HALLANDALE BEACH, FL. 33009
T: 954-457-7678
E: SALES@SYLMAC.COM**



August 4, 2019

The Town of Golden Beach

1 Golden Beach Drive
Golden Beach, FL 33160
T: 305-932-0744
C: 786 859 3825
E: KMcKoy@goldenbeach.us

Attention: **Kirk McKoy, Public Works Director**

Our proposal is to construct one (1) new 30 x 60 picket ball court

- Determine the courts slope (1" in 10') and provide the desired final grades on the stakes
- A stable access road from the nearest paved area (street or parking lot) to the court. This roadway **MUST** be able to withstand the weight of our delivery trucks and equipment. SYLMAC and its Associates will **NOT** be responsible for damage to **ANYTHING** within the Owner's designated access roadway
- Owner to restore the access road to pre constitution condition after Contractor completes all work.
- Owner to provide a source of potable water to within 100' of the work site for Contractor to use during the work period.
- Allow storage of paint drums adjacent to the courts entry gate. If in a grass area Owner acknowledges that the grass in the area may die, and the Owner shall replace any areas.
- IF on a walkway then the Contractor will provide a tarp to cover the portion of the walkway to be used, to minimize paint spills.

SYLMAC will :

- Remove all sod and sub base in the court area to a depth of 7" below the desired final grade and an additional 2' apron around the court.
- slope the area for drainage
- Haul off site any excess fill

- Provide a 6" nominal thickness crushed local rock court base; placed, laser graded, water binder and compacted to + 98% density
 - Tack the new base rock with liquid tack .
 - Pave with 1" nominal thickness VIRGIN Type S-3 Hot Mix Asphalt
 - Construct a fence enclosure using 8' high Black LCX fence frame with vinyl coated 2" mesh.
 - Terminal poles and gate support poles will be 3" O. D. the line poles installed on 10' centers will be 2 1/2" O.D
 - Top rail will be 1 5/8" O.D. and the bottom tension wire will be 7 gauge
 - There will be three sides of 8' fence for a total of 120' the last side will utilize the existing tennis court fence.
 - The courts access gate shall be in the middle of the 8' X 60' "run" at the playing net line.
 - Furnish and install one (1) set of 2 7/8" OD round steel pickle ball net posts.
 - Net posts will be placed in Schedule 40 PVC sleeves which will be placed in concrete footers each (2) measuring 18" X 18" X 30" deep.
 - Flood the asphalt with water to locate low areas. The court will dry IN THE SUN for one (1) hour.
 - Any areas holding water deeper than 1/8" (covering a U.S. Nickel lying flat on the surface) will be patched with Court Patch Binder a mix of Portland Cement, sand and latex
 - Apply two (2) coats of Acrylic Resurfacer a new even textured wearing surface
 - Apply two (2) coats of Fortified Plexipave a new in depth colored textured finished playing surface . The colors will be chosen by The Owner from our standard color chart which we will provide after this proposal is accepted.
 - Hand mask and hand paint the 2" textured white playing lines for one (1) pickle ball court
 - WE will furnish and install one (1) heavy duty pickle ball net with center strap.
 - We will clean up all of our construction debris and leave the court ready for play
- NOTE: ANY item not listed in this proposal will be considered an obligation of another entity or The City

Guarantee: ALL WORKMANSHIP AND MATERIALS ARE GUARANTEED FOR A PERIOD OF TWO (2) YEARS. WE ARE NOT RESPONSIBLE FOR DAMAGE TO COURTS FROM OUTSIDE SOURCES

IT IS UNDERSTOOD AND AGREED THAT ALL WORK WILL BE PERFORMED ONLY IF WEATHER PERMITS

SYLMAC SPORTS WILL NOT BE RESPONSIBLE FOR PERSONS ENTERING THE AREA AND TRACKING SEALER OR PAINT AND FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA

SYLMAC SPORTS IS NOT RESPONSIBLE FOR ANY CRACKS REAPPEARING

SYLMAC SPORTS IS NOT RESPONSIBLE FOR THE REOCCURANCE OF TREE ROOTS

SYLMAC SPORTS IS NOT RESPONSIBLE FOR THE REOCCURANCE OF ALGAE DUE TO PRESENT CONDITIONS

IF APPLICABLE ALL ENGINEERING PERMITS AND EXPEDITING ARE EXTRA

OWNER IS TO PROVIDE ALL DOCUMENTS NEEDED FOR PERMIT, SITE PLAN, ENGINEERING, AND WHATEVER LOCAL LAW

SYLMAC SPORTS is not responsible for any damage to the existing grass/land from trucks or equipment during the construction period

OWNER shall restore any damaged area to pre-construction condition once the contractor has completed the work under this contract

OWNER is to provide a source of potable water and electrical outlet with in 100' of the court

OWNER will allow us the use of the adjacent sidewalks for staging materials and provide a storage area for our materials during construction

All sprinklers must be turned off 24 hours prior to commencement of work and 24 hours after work is complete

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Service of notice to owner in accordance to section 713.06 statues is hereby acknowledged and that title of all materials shall remain the property of the contractor until all labor and materials are paid in full. In the event that it is necessary to employ the services of an attorney, to secure payment, as per the terms of this agreement, then the OWNER agrees to pay the attorney fees. Interest of 1½% per month will be charged on accounts past due.

PRICES ARE VALID FOR 30 days

All the above will be performed for the sum of \$35,735.00

Upon acceptance of this quote, a deposit of **\$17,867.50** and a signed copy of this quotation are requested. Upon completion of work the balance of **\$17,867.50** is required

All deposits are nonrefundable and all orders are final

You may approve this as a Work Order with your signature below. Upon receipt of the acceptance and deposit check, we will place your work into our schedule

ACCEPTED BY _____ Date _____
The Town of Golden Beach

Thank You

SYLMAC SPORTS

STEVE SHRIER

"WE ACE THE COMPETITION"