



COUNCIL AGENDA STATEMENT

Meeting Date: September 10, 2024
To: Honorable Mayor and Councilmembers
From: Paul Davis, Parks and Recreation Director
Through: George Garrett, City Manager

Agenda Item: **Resolution 2024-83**, Approving a Contract with McCourt Construction for Resurfacing the Basketball Court at Community Park along with Striping for Pickleball And Expend Budgeted Funds And Appropriate Funds In The Amount Of \$55,800; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The Florida Department of Environment Protection awarded the City a grant for the Basketball Court resurfacing, new fencing, and pickleball striping project. The resurface and restriping portion of the project was put out for bid with three bids being received. Two bids were rejected for lack of required documentation. McCourt Construction submitted all required documentation and a reasonable cost and within budget.

ATTACHMENTS

Bid Documents

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u> X </u>	_____
2. Other: McCourt Bid Document	<u> X </u>	_____

FISCAL NOTE:

Appropriations for this project are included in the Capital Infrastructure Budget.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-83**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A CONTRACT WITH MCCOURT CONSATRUCTION FOR THE RESURFACING AND STRIPING THE BASKETBALL COURT AT COMMUNITY PARK AND ADDING PICKLEBALL COURTS AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Marathon is responsible for repair of infrastructure and amenities, and

WHEREAS, the City of Marathon feels the basketball court is in need of resurfacing and striping, and

WHEREAS, the City of Marathon put the project out for bid and received 3 bids with two bids being rejected for not having proper documentation; and

WHEREAS, McCourt Construction responded with all required documentation and a reasonable bid; and

WHEREAS, the City of Marathon, in good faith, will enter into a contract with McCourt Construction in the amount of \$55,800.00 for resurfacing and restriping the Community Park Basketball Court and add Pickleball Striping.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the contract with McCourt Construction, a copy of the proposal which is attached as Exhibit "A". together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF SEPTEMBER 2024.

THE CITY OF MARATHON, FLORIDA

Robyn Still, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

**SECTION 00500
CONSTRUCTION CONTRACT**

This Contract (the "Contract") is dated as of the 15 day of August 2024 by and between the City of Marathon (hereinafter called the "CITY") XXXXXXXXXXXXXXXXXXXX (hereinafter called "CONTRACTOR") located at:

XXXXXXXXXXXXXXXXXXXX

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

- 1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the plans, Contract Documents and detailed in **Exhibit A**. The Work is generally described as the following:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos A. Solis, P.E. Director of Public Works and Engineering, 9805 Overseas Highway, Marathon Florida 33050.

2.2 The CITY'S ENGINEER OF RECORD referred to in any of the Contract Documents designated herein is XXXXXXXXX is XXXXXXXXXXXXXXX

ARTICLE 3. TERM

3.1 **Contract Term.** The Work shall be substantially completed within XXXX (XX) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within XXXX (XX) calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 **Contract Time.** The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 **Survival of Obligations.** Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

FOR CONTRACTOR:

McCourt Construction, Inc.
16155 SW 117 Ave., #26
Miami, FL 33177

FOR CITY: City of Marathon: George Garrett
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO:

City Attorney: Steve Williams
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305-289-4103
Fax: 305-289-4123

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form as provided by the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 15 day of August, 2024, and by McCourt Construction, Inc. (Contractor), signing by and through its VP, duly authorized to execute same.

CONTRACTOR

WITNESS

By: N. Cartaya

By: Matthew McAlpine

By Matthew McAlpine
(Signature and Title)
(Corporate Seal)
Matthew McAlpine, VP
(Type Name/Title signed above)

15 day of August, 2024.

CITY

CITY OF MARATHON, FLORIDA

ATTEST

City Clerk

City Manager

____ day of _____, 20__.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

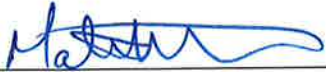
By: _____
City Attorney

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Matthew McAlpine, certify that I am the Vice President of McCourt Construction, Inc and that Matthew McAlpine who signed the Bid with the City of Marathon, Monroe County, Florida for McCourt Construction, is Vice President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 15 day of August, 2024

(SEAL) 
Signature

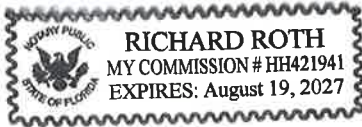
Matthew McAlpine, VP
Typed w/Title

STATE OF FLORIDA
COUNTY OF Miami Dade

SWORN TO AND SUBSCRIBED before me this 15 day of August, 2024

My Commission Expires:


Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Matthew McAlpine, certify that I am the Vice President of McCourt Construction, Inc., who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled City of Marathon Community Park Basketball Court Resurfacing & Striping, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

[Signature] Richard Roth, Director of Sales
(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

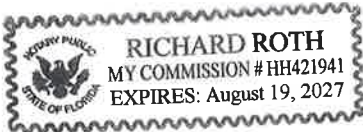
Signed and sealed this 15 day of August, 2024

(SEAL) [Signature]
Signature
Matthew McAlpine, VP
Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 15 day of August, 2024

My Commission Expires:
[Signature]
Notary Public



END OF SECTION