

## MASTER CONTRACTOR/SERVICES AGREEMENT

*September* **THIS AGREEMENT** ("Agreement") is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City") whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444 and **Rep Services Inc.** (hereinafter referred to as "Contractor"), a Florida Corporation, whose address is 165 W. Jessup Ave., Longwood, FL 32750 this 15<sup>th</sup> day of September 2025.

**WHEREAS**, the City desires to procure parks and recreation equipment and amenities; and

**WHEREAS**, the City desires to procure these products and services from Contractor utilizing existing contract prices provided to Clay County, FL, pursuant to Invitation for Bid (IFB) 23/24-074; and

**WHEREAS**, in accordance with IFB 23/24-074, Clay County entered into a three (3) year Agreement, Contract No. IFB 2023/2024-284, with Contractor for equipment and amenities for parks and recreation effective July 24, 2024, through July 23, 2027, with the option to renew for two (2) one-year renewals; and

**WHEREAS**, the City desires to procure the aforementioned products and services from Contractor on the same terms, conditions, and pricing provided to Clay County, Florida pursuant to IFB 23/24-074 subject to the terms and conditions of this Agreement, the City's Purchasing Ordinance, and Florida law; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide various parks and recreation equipment and amenities for the City in accordance with and pursuant to the same terms, conditions, and pricing of IFB 2023/2024-284 procured by Clay County, Florida in accordance with Price Proposal Summary attached hereto as Exhibit "A".
3. This Agreement shall terminate on July 23, 2027, unless IFB 2023/2024-284 is renewed by Clay County, Florida. If IFB 2023/2024-284 is renewed, this Agreement shall automatically renew for up to two one-year periods.
4. The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
5. The Contractor certifies that the price and rate represent the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

6. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

FOR CONTRACTOR:

Rep Services Inc.  
165 W Jessup Ave.  
Longwood, FL 32750  
Email: [bill@repervices.com](mailto:bill@repervices.com)  
Attn: Bill Geary, Vice President

8. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

**10. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the



City to be a material breach of this Agreement justifying its termination.

12. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

14. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

15. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or

engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

- d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

16. By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

17. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

18. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

19. Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

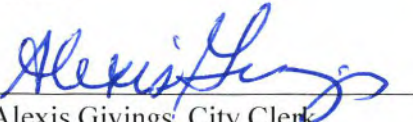
20. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

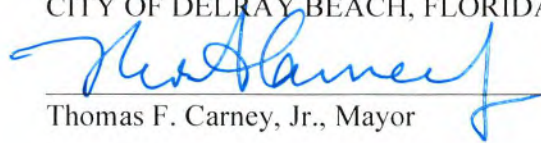
- a. Terms and conditions as contained in this Agreement
- b. Terms and conditions of Contract No. IFB 2023/2024-284
- c. Contractor's response to Solicitation No. IFB 23-24-074 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of this Page is Intentionally Blank]

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

By:   
Alexis Givings, City Clerk

CITY OF DELRAY BEACH, FLORIDA  
  
Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Lynn Gelin, City Attorney



REP SERVICES, INC.

By: 

Print Name: Bill Geary

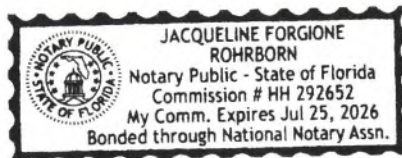
Title: Vice President

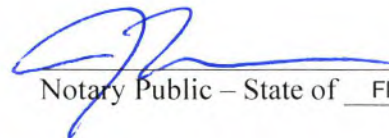


STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of September, 2025, by Bill Geary (name of person), as Vice President (type of authority) for Rep Services, Inc. (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification       
Type of Identification Produced     



  
Notary Public – State of Florida



# REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade  
Phone: 407-831-7658 Fax: 866-232-8532 E-mail: sales@rep-services.com

E-mail POs and contracts to:

[contracts@rep-services.com](mailto:contracts@rep-services.com)

CGC1508223 FEIN 59-2978507 Page 1 of 3

Please mail checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

**Proposed To:** City of Delray Beach  
Parks and Recreation  
50 NW 1st Avenue  
Delray Beach, FL 33444

**Ship To:** TBD at a later date

**Bill To:** City of Delray Beach  
Parks and Recreation  
50 NW 1st Avenue  
Delray Beach, FL 33444

**Attn:** Marisa Rodriguez

**Attn:**

**Attn:** Marisa Rodriguez

**Project No:** 21977

**Project Name:** City of Delray Beach- Mike Machek Boy

**Project Contact:** Marisa Rodriguez

**Proposal No:** 21977.01

**Proposal Name:** Mike Machek Boy Scout Park Shelter

**Project Location:** 413 Lake Ida Road

**Proposal Date:** 8/7/2025

**Proposal Expires:** 9/5/2025

Delray Beach, FL 33444

Project County: Palm Beach

**For Questions Contact:** Val Vergara

☎ 407-853-3571

✉ [val@rep-services.com](mailto:val@rep-services.com)

**Consultant:** Paul Bravo

☎ 561-448-0369

✉ [paul@rep-services.com](mailto:paul@rep-services.com)

**Opt/Rev:** A/0

8/7/25 - WB

**Vendor:** Poligon

**Proj Drawings:** Engr-Permit

605833

Class	Part No	Qty	Description	Unit Price	Ext Price
Shelters	25249R0	1 EA	Poligon Shelter Model: HXE40 Primary Roof: Multi-Rib Secondary Roof: N/A Number of Columns: 6 Eave Height (UPB): 7.5' Upper Roof Slope: 3.5/12 Electrical Cutout: 2 Electrical Access: Yes Ornamentation: N/A Lightning Protection: N/A Anchor Bolts Included 2023 Florida Building Code 8th Edition Engineering to comply with HVHZ: N/A	50,033.00	50,033.00

Product Subtotal: \$50,033.00

Discount per the Clay County Contract #2023/2024-284 2% (\$1,000.66)

Discounted Product Total: \$49,032.34

Signed & Sealed Engineering: \$1,000.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge: \$7,925.00

**Poligon Total:** \$57,957.34

**Vendor:** RSI Installer

605835

Item	Qty	Description	Unit Price	Ext Price
DEMO	1 LT	Demolition of existing HEX24 and existing slab	8,061.11	8,061.11
OFFLOADING	1 LT	Offloading Equipment & Mobilization	2,083.33	2,083.33
INS-POR	1 LT	Equipment Installation - (1) Poligon HEX40 Shelter by PorterCorp	58,333.33	58,333.33
INS-CON FT	6 EA	Install concrete footing(s)	1,041.67	6,250.02
TRASH REMOVAL	1 LT	Trash removal from jobsite	1,180.56	1,180.56
PERMIT FILING	1 EA	Charge for document preparation for building permit.	1,000.00	1,000.00

**RSI Installer Total:** \$76,908.35

## General Terms of Sale and Proposal Summary

Net 30

<b>Product:</b>	\$50,032.34
<b>Installation:</b>	\$76,908.35
<b>Freight:</b>	\$7,925.00
<b>Proposal Total:</b>	\$134,865.69

## Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Porter/Poligon product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

### Basis of Proposal:

Our offer is based upon the supply and installation of (1) HXE40 Poligon shelter.



Landscape restoration is by others. Permit Fees paid by city

If a performance and payment bond is required, add 3% to the proposal total.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

#### Estimated project completion schedule

*(This schedule starts when all needed information to direct engineering has been gathered.)*

6 Weeks: Engineering

4 Weeks: Permitting/Submittal Approval

12 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

5 Weeks Installation

28 Weeks TOTAL

*Note that RSI is committed to do all it can to meet the needs of your project.*

#### Poligon by PorterCorp:

- Porter units are designed to meet 2023 Florida Building Code 8th Edition.
- Please provide Building Department permit application requirements including Risk Category.
- The following certificates are available:
  - Miami-Dade County Certificate of Competency No. 24-0903.04
  - PCI (Powder Coating Institute) 4000 Certified
  - American Institute of steel construction quality management systems certified
- Four sets of signed and sealed drawings and calc books for building permitting will be provided. If additional sets of drawings and calc books are required, additional fees will apply.

**Electrical Cutout:** Selections to be made at time of electrical cut out submittal approval

#### Color Selection:

To be made at time of color submittal approval

Can find standard roofing and frame color selections here: <https://poligon.com/shelter-option/frame-roof-colors>

Non-Standard colors and finishes are available at an additional charge

#### Warranty

The 10-year limited warranty excludes buildings erected at sites where salt air, corrosive environment, high humidity, or sprinkler systems come in contact with the shelter.

Failure to maintain the finished system with annual touch-ups and documented maintenance procedures will void the limited warranty.

See Poligon warranty document for full details and terms.

#### Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Performance and Payment Bond
- Permit Fees
- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

#### Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Delray Beach noted and has the requisite authority to bind the City of Delray Beach and/or principal.

Accepted By:  
City of Delray Beach

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			



PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

BUILDING TYPE: HXE 40 \_\_\_\_\_

ROOF TYPE: MULTI-RIB \_\_\_\_\_

BUILDING NUMBER: \_\_\_\_\_

ORDER NUMBER: \_\_\_\_\_

QUOTE NUMBER: \_\_\_\_\_

DRAWING LIST: \_\_\_\_\_

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



**STOP!!**  
NOT FOR CONSTRUCTION  
USE FOR PRELIMINARY  
PLANNING AND ESTIMATING  
ONLY

**CERTIFICATES:**  
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13  
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

**FABRICATOR APPROVALS:**  
CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010  
CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596  
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF\_000042  
CITY OF HOUSTON, TX APPROVED FABRICATOR #470  
CLARK COUNTY, NV APPROVED FABRICATOR #264  
STATE OF UTAH APPROVED FABRICATOR 02008-14  
AISC APPROVED FABRICATOR C-00018751

MATERIALS:	ASTM DESIGNATION
DESCRIPTION	A500 (GRADE B)
TUBE STEEL	A53 (GRADE B)
SCHEDULE PIPE	A519
RMT PIPE	A1003 (GRADE 50)
LIGHT GAGE COLD FORMED	A36
STRUCTURAL STEEL PLATE	A653
ROOF PANELS (STEEL)	

**GENERAL NOTES:**  
UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. THE MANUFACTURER MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, THE MANUFACTURER MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY (AWS) CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

poligon

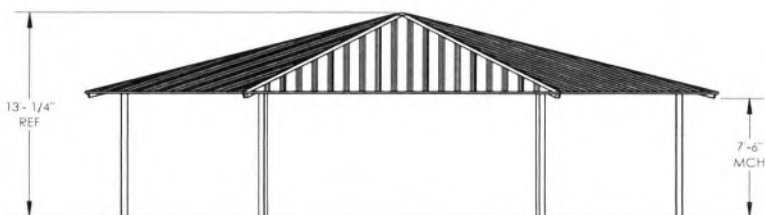
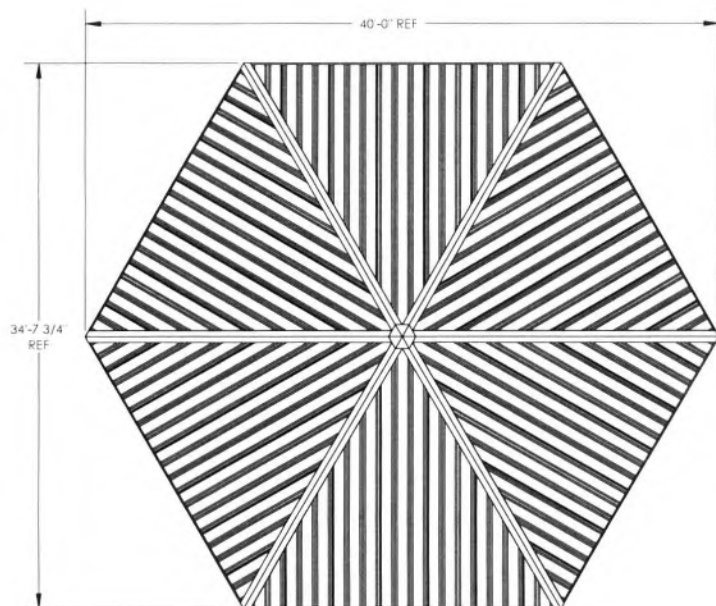
WWW.POLIGON.COM  
MAIN: (616) 888-3500  
FIELD SUPPORT: (616) 888-3504

by PORTER CORP

DATE	12/20/2023	DESIGNER	CHRIS LISOG	SCALE	1:62
PROJECT LOCATION		CAD VENDOR	HXE-40		
SHEET		COVER SHEET			
CS					

**GENERAL ROOF NOTES:**

1. METAL ROOFING:
  - 24 GAUGE
  - GALVALUME COATED
  - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE [POLYGON.COM](http://POLYGON.COM) FOR COLOR OPTIONS



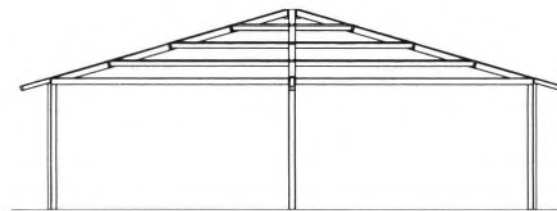
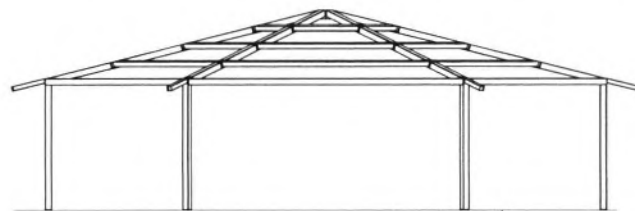
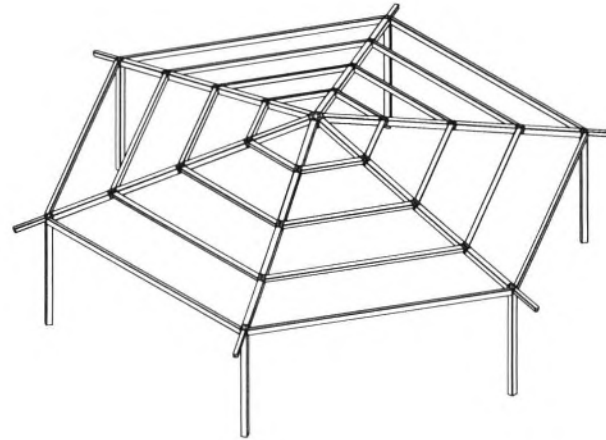
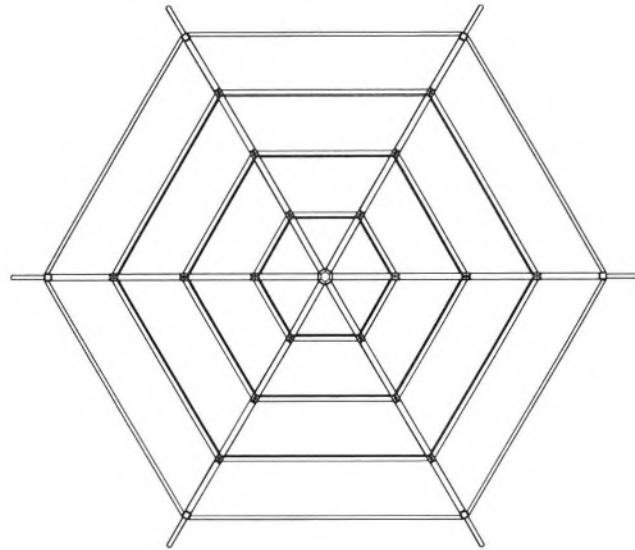
FINISH GRADE,  
MOUNTING VARIES  
BASED ON ENGINEERING  
REQUIREMENTS.



**STOP!!**  
NOT FOR CONSTRUCTION  
USE FOR PRELIMINARY  
PLANNING AND ESTIMATING  
ONLY

DRAWING:		ARCHITECTURAL ELEVATIONS	
SCALE:	1:90	REV (LEVEL):	A
<b>poligon</b> <sup>®</sup> <small>COPYRIGHT 2014 PATENTED OR PATENTS PENDING PORTERCORP 4240 N. 138th AVE HOLLAND MI 49423</small>		<small>(616) 399-1963 www.poligon.com</small> <b>by PORTERCORP</b>	
			SHEET <b>1</b>

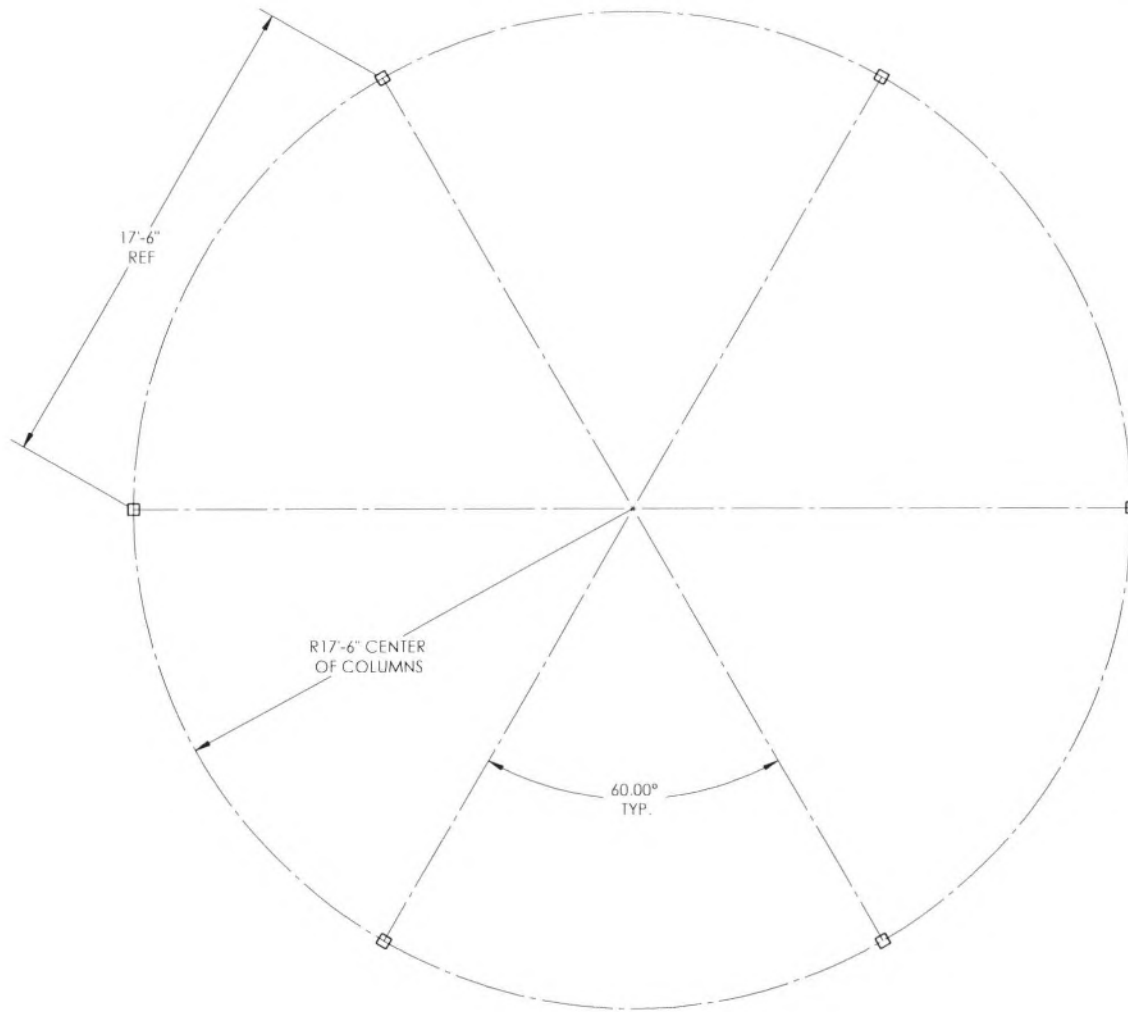




FINISH GRADE.  
MOUNTING VARIES  
BASED ON ENGINEERING  
REQUIREMENTS.

**STOP!!**  
NOT FOR CONSTRUCTION  
USE FOR PRELIMINARY  
PLANNING AND ESTIMATING  
ONLY

DRAWING STRUCTURAL FRAMING PLAN		REV. LEVEL	
SCALE 1:90		A	
<b>poligon</b> <sup>®</sup> <small>COPYRIGHT 2014 PATENTED OR PATENTS PENDING PORTER CORP 4240 N. 138TH AVE. HOLLAND, MI 49424</small>		[616]399-1963 <a href="http://www.poligon.com">www.poligon.com</a> by PORTER CORP	
SHEET			<b>2</b>



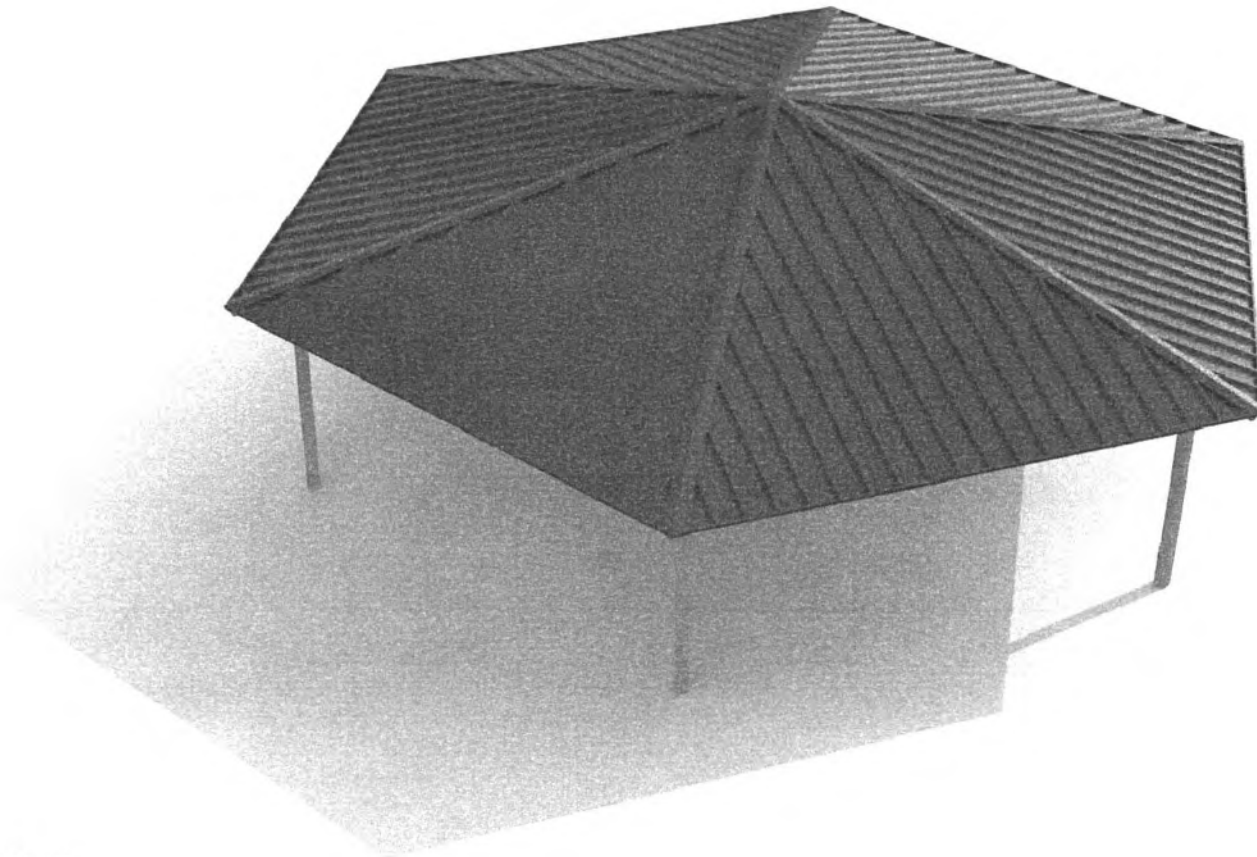
**BASEPLATE NOTES:**

1. POLYGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.

**STOP!!**  
**NOT FOR CONSTRUCTION**  
 USE FOR PRELIMINARY  
 PLANNING AND ESTIMATING  
 ONLY

DRAWING: COLUMN LAYOUT		REV (LEVEL): A
SCALE: 1:50	[616]399-1963 www.polygon.com	
polygon® <small>COPYRIGHT 2014          PATENTED OR PATENTS PENDING          PORTER CORP 4246 N. 136TH AVE. HOLLAND, MI 49424</small>		by PORTER CORP SHEET <b>3</b>

**poligon**<sup>®</sup>



FRAME COLOR: SURREY BEIGE  
ROOF COLOR: EVERGREEN  
COLORS SHOWN ARE FOR REFERENCE ONLY.  
CONTACT [INFO@POLIGON.COM](mailto:INFO@POLIGON.COM) TO REQUEST ACTUAL COLOR SAMPLES.

HXE-40

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

Vendors shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**  
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.  
Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.
- b. **COMPREHENSIVE GENERAL LIABILITY**  
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.  
  
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **AUTOMOBILE LIABILITY**  
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. **PROFESSIONAL LIABILITY**  
Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1st Ave., Delray Beach, FL 33444.



## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Rep Services Inc

Department: Parks and Recreation

Contact person: Joel Burzynski

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #: 25-1053

Agenda meeting date: 09/16/2025

Resolution #: 185-25

Agreement Action:

New ☒

Renewal\* ☐

Amendment\* ☐

\*Renewal: Only change is the agreement term

\*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	3: shall terminate on July 23, 2027 unless renewed by Clay County
Termination Clause	4: with or without cause
Renewal Clause	3: option to renew for two one-year options
Insurance	City standard
Indemnification	City standard
Governing Law	Florida
Venue	Palm Beach County
Assignment	8- not without written consent
Attorney's fees	9- each party to bear their own
FL. Public Records Provision (2016)	10
Inspector General Provision	11
Fiscal Funding Requirement	12
Fla. Stat. 448.095 - E-verify	13
Fla. Stat. 287.134 - Disc. Vendor	14
Fla. Stat. 287.135 - Scrutinized Comp.	15
Fla. Stat. 287.133 - Convicted Vendor	16
ADA	17
Fla. Stat. 286.101 - Foreign Gifts	18
Fla Stat. 287.138 - Foreign Country	n/a
Fla. Stat. 787.06 - Non-Coercion	19

### Business Principles:

### Comments

Fees: Total Value	\$134,865.69
Fees: Per Fiscal Year	

### Other Issues:

### Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
---	--

Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 185-25

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH REP SERVICES, INC., FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION UTILIZING CLAY COUNTY'S INVITATION FOR BID 23/24-074; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach ("City") is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City desires to procure various parks and recreation equipment and amenities; and

WHEREAS, Clay County, Florida issued Invitation for Bid (IFB) 23/24-074 to obtain parks and recreation equipment and amenities; and

WHEREAS, in accordance with IFB 2023/2024-284, Clay County entered into an agreement with Rep Services, Inc. ("Contractor"); and

WHEREAS, the City desires to obtain these aforementioned goods by utilizing an existing Agreement with Contractor pursuant to Clay County's IFB 23/24-074; and

WHEREAS, in accordance with Section 25 of the City's Purchasing Policies and Procedures Manual, Piggybacking on State, County, other municipalities, and other government entity bids is permitted within the approval thresholds of the City Manager or City Commission, as applicable in accordance with the purchasing criteria set forth herein; and

WHEREAS, the City desires to enter into an agreement with Contractor, as a Piggyback, to obtain parks and recreation equipment and amenities; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Contractor, attached hereto and incorporated herein as Exhibit "A".

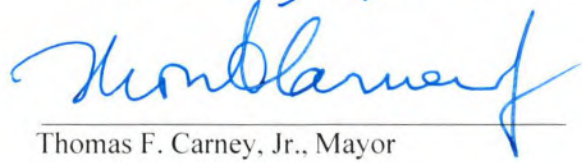
Section 3. The City Commission authorizes the City Manager to execute any amendments and take any action necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

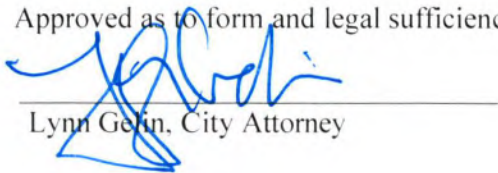
PASSED AND ADOPTED in regular session on the 15<sup>th</sup> day of September 2025.

ATTEST:

  
\_\_\_\_\_  
Alexis Givings, City Clerk

  
\_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lynn Gelin, City Attorney

