

**BID DOCUMENTS  
FOR  
CITY OF SOUTH DAYTONA  
MAGNOLIA PARK PLAYGROUND  
FISHING THEME**



**CITY OF SOUTH DAYTONA**

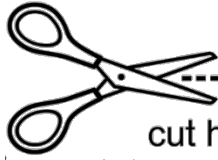
**1672 South Ridgewood Ave.  
South Daytona, Florida 32119  
Telephone: (386) 322-3011**

**BID NO. 23-B-008**

**March 2023**

## SECTION 2: ITB LABEL

For your convenience, below is a label to affix to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid." Be sure to include the **name of the company** submitting the bid where requested.



cut here

**SEALED BID**  
**\*\*DO NOT OPEN\*\***

Sealed Bid Number:	<b>BID NO. 23-B-008</b>
Magnolia Park Playground - Fishing Theme:	<b>Magnolia Park Playground - Fishing Theme</b>
Due Date / Time: :	<b>Friday, March 31, 2023 at 2:00pm</b>
Submitted By: (Name and Address)	<b>Rep Services, Inc 165 Jessup Ave Longwood, FL 32750</b>
Deliver to:	<b>City of South Daytona Office of the City Manager 1672 South Ridgewood Avenue South Daytona, Florida 32119</b>
Date/Time Received	<i>(CITY OFFICE USE ONLY):</i>

## SECTION 8: BID FORMS

### BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☐ Form 8B: Acknowledgement and Pricing Proposal
- ☐ Form 8C: Drug Free/Tie Preference Statement
- ☐ Form 8D: Public Entity Crimes Statement
- ☐ Form 8E: Anti-Collusion Statement
- ☐ Form 8F: Statement of Vendor Qualifications
- ☐ Form 8G: Professional References for Previous Experience
- ☐ Form 8H: Listing of Subcontractors
- ☐ Form 8I: Required Project Milestones
- ☐ Form 8J: Bid Bond *(if required)*
- ☐ Form 8K: Independent Contractors Agreement
- ☐ Attachment: Bid Proposal
- ☐ Copy of License(s)
- ☐ Insurance Certificate
- ☐ Submission of one (1) original marked "ORIGINAL," two (2) copies marked "COPY," and one (1) digital (flash drive) copy.

BY: Rep Services, Inc.

*Name of Business*



*Authorized Signature*

Nathan Almon, President

*Printed Name and Title*

Mar 30, 2023

*Date*

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8B: Bid Form  
Acknowledgement and Pricing Proposal**

**PROJECT IDENTIFICATION:** Magnolia Park Playground - Fishing Theme

**BID IDENTIFICATION AND NUMBER:** BID NO. 23-B-008

**THIS BID IS SUBMITTED TO:**

**CITY OF SOUTH DAYTONA  
OFFICE OF THE CITY MANAGER  
1672 S. RIDGEWOOD AVENUE  
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Rep Services, Inc.

Mailing Address: 165 West Jessup Ave

Street Address: 165 West Jessup Ave

City/State/Zip: Longwood, FL 32750

Phone Number: ( 407 ) 831-9658 FAX Number: (        )                     

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 3/21/2023 Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

*Please note that the City may award contracts to multiple contractors.*

**BID**

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-008, Magnolia Park Playground - Fishing Theme," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

three hundred forty thousand two hundred forty one and 35/100 Dollars  
(In Words)

(In Figures) \$ 340,241.35

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 30 day of March, 20 22.

Rep Services Inc.  
(Name of Bidding Firm)

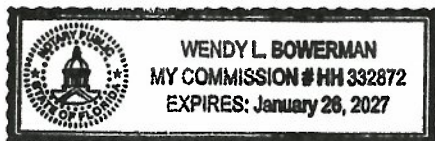
[Signature]  
(Signature of person signing form)

Nathan Almon President  
(Printed name and Title of person signing form)

STATE OF FL  
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this 30 day of March, 20 23

he/she is personally known to me or has presented \_\_\_\_\_ as identification.



Wendy L Bowerman  
Notary Public  
My Commission Expires: 1/26/2027

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**



# REP SERVICES, INC.

*Experts at Play & Outdoor Spaces*

165 W. Jessup Avenue  
Longwood, FL 32750-4146  
PH: 407-831-9658  
FAX: 866-232-8532  
[info@repervices.com](mailto:info@repervices.com)  
[www.repervices.com](http://www.repervices.com)

March 30, 2023

Amy Zengotita  
City of South Daytona  
Office of the City Manager  
1672 South Ridgewood Avenue  
South Daytona, FL 32119

RE: Statement of deviation from RFP 23-B-008 of Playground Specification Notes and Requirements

Dear Amy

In order to provide a Fishing Theme, some specific equipment requirements were eliminated to reduce cost and/or fit equipment in the designated area.

Although not requested, after visiting the site, we have determined the playground is located on a slope or incline, providing risk of water runoff. Therefore a concrete retaining wall will be necessary to hold back the soil, prevent erosion and reduce the risk of flooding and water damage in the playground. This will provide a level playing surface and ensure the safety of children.

Budget of \$220,000 has been exceeded to accommodate the custom Fishing Theme and the required Site Preparation.

Since the Fishing Theme is custom equipment, the lead time to manufacturer will not allow us to complete project within the Project Milestones identified. Upon receipt of purchase and approved colors, we can provide a substantial completion time of 270 days.

Best Regards,

Mary Langley  
Sales Consultant

**BID FORM 8C:  
Drug-Free Preference Statement**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Rep Services, Inc.

(Name of Bidding Firm)

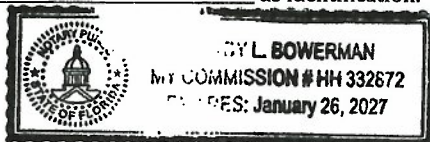
  
(Signature of person signing form)


Nathan Almon President

(Printed name and Title of person signing form)

STATE OF FL  
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_ online notarization, this 30 day of March, 2023 he/she is personally known to me or has presented \_\_\_ as identification.



  
Notary Public  
My Commission Expires: 1/26/2027

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8D:**  
**Public Entity Crimes Statement**

*(To be signed in the presence of notary public or other officer authorized to administer oaths.)*

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-008 for  
City of South Daytona Magnolia Park Playground Fishing Theme. This sworn statement is submitted by  
Rep Services whose business address  
is 165 W Jessup Ave Longwood, FL and (if applicable)  
its Federal Employer Identification Number (FEIN) is 59-2978507. (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)

My name is Nathan Almon and my relationship to the entity named above is  
President  
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Rep Services Inc

(Name of Bidding Firm)



(Signature of person signing form)

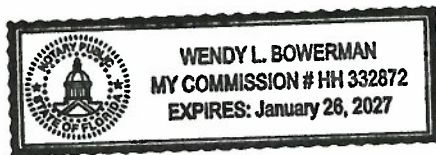
Nathan Almon President


(Printed name and Title of person signing form)

STATE OF FL

COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30 day of March, 2023, he/she is personally known to me or has presented \_\_\_\_\_ as identification.



  
Notary Public  
My Commission Expires: 1/26/2027

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8E:**  
**Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

**SIGN** in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

  
(Signature of person signing form)

Nathan Almon President  
(Printed name and Title of person signing form)

Name of Bidder: Rep Services Inc.

Address: 165 W Jessup Ave

City/State/Zip: Longwood, FL 32750

Phone Number: (407) 831-9658 FAX Number: ( )

FEIN Number: 59-2978507

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

**NO BID (REASON):**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8F:**  
**Statement of Vendor Qualifications**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. Rep Services, Inc
- (2) Permanent main office address. 165 W Jessup Ave
- (3) Date organized. October 19, 1989
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 33
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) see attached
- (7) General character of work performed by your company. see attached
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. see attached
- (11) List your major equipment currently owned or leased. n/a
- (12) Experience in work similar to this type of project. see attached
- (13) Background and experience of the principal members of your organization, including the officers. see attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Rep Services Inc

(Name of Bidding Firm)

[Signature]

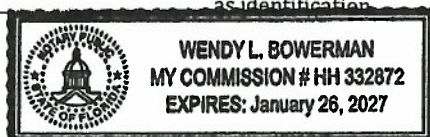
(Signature of person signing form)

Nathan Almon President

(Printed name and Title of person signing form)

STATE OF FL  
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_ online notarization, this 30 day of March, 2023, he/she is personally known to me or has presented as identification



Wendy L. Bowerman  
Notary Public  
My Commission Expires: 1/26/2027

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

# STATEMENT OF VENDOR QUALIFICATION

## CONTRACTS ON HAND

Name	Description	Amount	ANTICIPATED COMPLETION
Creative Village Central Park	Surfacing	67,996.08	Mar 2023
Congregation B'Nai Israel	Play Equipment Surfacing	159,789.00	Mar 2023
Sugar Sand Park Science Playground	Play Equipment Surfacing	96,827.00	Mar 2023
Wooton Playground	Play Equipment, Shade, Surfacing	370,835.00	Apr 2023
City of Wellington Town Center	Shade, Shelter, Site Furnishing	302,628.00	Apr 2023
Prince Hall Park	Play Equipment, Fitness Equipment, Shade, Surfacing	441,062.00	Apr 2023
Fort Mellon Park	Surfacing	330,535.00	Apr 2023
Fogleman Park	Play Equipment Surfacing	160,759.00	Apr 2023
Bonnet Springs Park	Play Equipment, Surfacing	467,236.63	May 2023
North Andrews Comm Center	Play Equipment, Shade	406,743.00	May 2023
Lighthouse Playground	Play Equipment, Shade, Surfacing	303,561.00	May 2023
Bobcock Ranch Phase 2	Shelter, Shade	397,764.00	May 2023
City of Clermont Street Scapes	Site Furnishing	127,877.00	May 2023
Lilac Park	Play Equipment, Shade, Surfacing	360,073.00	Jun 2023
Church Park Playground	Play Equipment Surfacing	139,181.00	Jun 2023
Sun N Lake Sebring	Play Equipment, Shade, Surfacing	449,372.00	Jun 2023
Angelo Mistretta Park	Play Equipment Surfacing	283,223.00	Jun 2023
Ssterling Ranch Playground	Play Equipment, Shade	124,116.00	Jun 2023
Evermore Shuttle Stops	Shelters	169,998.00	July 2023
Imagine Clearwater Waterfront	Play Equipment, Shade, Shelter, Surfacing	1,314,412.96	Aug 2023
Farm at Varrera Hardscape	Shelter	154,858.69	Aug 2023
Grove Island	Play Equipment Surfacing	149,395.00	Sep 2023
Babcock Ranch - Milhaus Development	Shelter, Shade	361,686.69	Oct 2023
Common Ground	Play Equipment Surfacing	158,757.00	Oct 2023
Grove Island	Play Equipment	136,954.00	Nov 2023
Doral Central Park	Play Equipment, Shade, Shelter, Surfacing	1,998,874.00	Nov 2023
Brightwater Lagoon	Shade	126,365.00	Dec 2023

# STATEMENT OF VENDOR QUALIFICATION

## GENERAL CHARACTER OF WORK PERFORMED

**Helping create great places for people in a fun, sustainable and honorable way.**

Rep Services Inc is committed to creating quality outdoor spaces that are safe, engaging, and fun environments for children and families to enjoy.

As a Family owned business since 1989, we see each project as an opportunity to foster long term relationships through outstanding customer service, integrity and premier products.

We have a proven track record of providing inspiring community spaces across the state of Florida.

We provide a complete turn-key solution which takes away the headaches of managing and scheduling separate vendors for design, engineering, installation and ongoing maintenance.

From start to years after we finish, we take responsibility for the quality of our work and the satisfaction of our customers.

## ADDITIONAL QUESTIONS

**Have you ever failed to complete any work awarded to you? NO**

**Have you ever defaulted on a contract? NO**

# STATEMENT OF VENDOR QUALIFICATION

## PROJECTS RECENTLY COMPLETED

Name	Cost	Completion
22 Street Corridor Shelter	\$1.1MM	Mar-2023
New Tamp Inclusive Park	\$850K	Dec-2022
Jeff Triplett Community Center	\$450K	May-2022
PopStroke - Wesley Chapel	\$300K	Mar-2023
Lakeland Christian School	\$300K	Feb-2023
Florida Mentor - Panama City	\$300K	Aug-2022
Dr Phillips Renovation	\$275K	Feb-2023
Kiwanis Club of Stuart	\$270K	Mar-2023
Florida Mentor - Tallahassee Developmental Center	\$270K	Nov-2022
City of Plant City - Gilchrist Park Playground	\$265K	Feb-2023
Keystone Park Expansion Playground	\$250K	Feb-2023
PopStroke - Waterford Lakes	\$240K	Aug-2022
City of Casselberry Secret Lake Park	\$230K	Sep-2022
Harmony West	\$200K	Nov-2022
Sentosa Riverview Apartments	\$190K	Jan-2023
The Hammocks at West Port	\$180K	Jan-2023
City of WPB-South Olive Park 2021	\$165K	Nov-2022
Fossil Park Playground Renovation	\$155K	Nov-2022

See <https://rep.services.com/portfolio>  
for complete Rep Services, Inc. Portfolio

## PORTFOLIO HIGHLIGHTS

Gardens Park Playground Palm Beach Gardens, FL	\$260K	January 2022
Boca Grove Playground Boca Raton, FL	\$277K	May 2022
Jeff Triplett Community Center Sanford, FL	\$340K	May 2022
Coontie Hatchee Park Playground Ft Lauderdale, FL	\$285K	May 2021
Mallard Pointe Park Orlando, FL	\$200K	November 2021
White Course Park Doral, FL	\$344K	April 2022
Anchor Park Playground Delray Beach, FL	\$145K	November 2021
Delany Park Orlando, FL	\$306K	September 2021

**BID FORM 8G:**  
**Professional References for Previous Experience**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

**Reference 1:**

<i>Company Name:</i>	City of Sanford -- Jeff Triplett Park
<i>City, State:</i>	Sanford, FL
<i>Contact Person:</i>	Robert Beall
<i>Telephone Number:</i>	407-688-5000 x5423
<i>Email Address:</i>	Robert.Beall@Sanfordfl.gov
<i>Description of Goods or Services provided:</i>	Themed Playground with custom design surfacing Design, equipment, engineering and installation
<i>Contract Amount:</i>	\$340K
<i>Start/End Date of Contract:</i>	October 2021 - April 2022

**Reference 2:**

<i>Company Name:</i>	City of Orlando -- Delaney Park Renovation
<i>City, State:</i>	Orlando, FL
<i>Contact Person:</i>	Beth Gruber
<i>Telephone Number:</i>	407-246-2212
<i>Email Address:</i>	beth.gruber@cityoforlando.net
<i>Description of Goods or Services provided:</i>	Playground Renovation Demolition, design, equipment, engineering, surfacing and installation
<i>Contract Amount:</i>	\$305K
<i>Start/End Date of Contract:</i>	May 2020 - Sept 2020

**Reference 3:**

<i>Company Name:</i>	City of St. Cloud -- Chisholm Park Playground
<i>City, State:</i>	Saint Cloud, FL
<i>Contact Person:</i>	Stephanie Holtkamp
<i>Telephone Number:</i>	407-957-7246
<i>Email Address:</i>	SHoltkamp@stcloud.org
<i>Description of Goods or Services provided:</i>	Themed Playground with surfacing Design, equipment, engineering and installation
<i>Contract Amount:</i>	\$215K
<i>Start/End Date of Contract:</i>	Feb 2018 - May 2018

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8H:**  
**Listing of Subcontractors**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

**Subcontractor 1:**

<i>Name:</i>	Landscape Structures Inc		
<i>City, State:</i>	Delano, MN		
<i>Description of Work:</i>	Custom Play Equipment		
<i>Percent of Contract Price:</i>	38%	<i>Previous Experience Together:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Subcontractor 2:**

<i>Name:</i>	Al Boagraaf & Sons		
<i>City, State:</i>	Rebel, FL		
<i>Description of Work:</i>	Installation		
<i>Percent of Contract Price:</i>	27%	<i>Previous Experience Together:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Subcontractor 3:**

<i>Name:</i>	ForeverLawn		
<i>City, State:</i>	Orlando, FL		
<i>Description of Work:</i>	Playground Turf		
<i>Percent of Contract Price:</i>	30%	<i>Previous Experience Together:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

Equipment leadtimes for custom product is longer than  
the Substantial Completion listed.  
We are not able to meet these project Milestones.  
Refer to Proposal LeadTimes

**BID FORM 8I:**  
**Required Project Milestones**

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: \_\_\_\_\_

Required Milestone #1 Completion Time\*: \_\_\_\_\_


Milestone #2: \_\_\_\_\_

Required Milestone #2 Completion Time\*: \_\_\_\_\_

Required Substantial Completion Time\*: **120 Days** 270 Days

Required Final Completion Time\*: **180 Days**

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.

  
(Signature of person signing form)

Nathan Almon President  
(Printed name and Title of person signing form)

Name of Bidder: Rep Services Inc

Address: 165 W Jessup Ave

City/State/Zip: Longwood, FL 32750

Phone Number: ( 407 ) 851-9658 FAX Number: ( )

\* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**BID FORM 8J:  
Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

(hereinafter called the *Principal*) and \_\_\_\_\_

(hereinafter called the *Surety*) are held and firmly bound unto the City of South Daytona, Florida

(hereinafter called the *Owner*) in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,

jointly and severally, firmly by these presents:

**WHEREAS**, the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for

Magnolia Park Playground - Fishing Theme  
BID NO. 23-B-008

**WHEREAS**, the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

**NOW, THEREFORE:** the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal)  
By: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

\_\_\_\_\_  
Seal

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

Once awarded, the applicant will enter an Agreement similar to the one below:

### STANDARD AGREEMENT FOR SERVICES

**THIS Standard Agreement for Services** (hereinafter this "Agreement") is made and entered into this 30 day of March 2023, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and Rep Services, a Florida corporation, whose principal address is 165 W Jessup Ave Longwood, FL (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

#### WITNESSETH

**WHEREAS**, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**WHEREAS**, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
- e. ~~**Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 120 calendar days thereafter, and~~

~~to fully complete the work within 180-calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.~~

~~Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.~~

**4. Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

**5. Acceptance of work product, payment, and warranty.**

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

**6. Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to

CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**7. Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Parks and Recreation Director Amy Zengotita, 504 Big Tree Road, South Daytona, Florida 32119, 386-322-3070, [azengotita@southdaytona.org](mailto:azengotita@southdaytona.org)
- c. CONTRACTOR's Project Manager is: [...].

**8. Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;

- b. To CONTRACTOR: Reg Services, Inc., Attention: Shela Brown,

[insert street address], 185 W Jessup Ave, Longwood, FL 32908.  
[insert city, state, zip].

**9. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an

CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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- c. CONTRACTOR's Project Manager is: [...].

**8. Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: \_\_\_\_\_, Attention: \_\_\_\_\_,  
\_\_\_\_\_  
[insert street address], \_\_\_\_\_  
[insert city, state, zip].

**9. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an

insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional

bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
  - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
  - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
  - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to,

compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

**f. Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this

Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  - 1. Keep and maintain public records required by the CITY to perform the service.
  - 2. 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 Chapter 119 or as otherwise provided by law.
  - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
  - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and

maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
  - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
  - vi. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- 
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
    - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and

coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
  - a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
  - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice

to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of

this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

## 12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**CITY OF SOUTH DAYTONA,**  
A Florida Municipality

\_\_\_\_\_  
WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

\_\_\_\_\_  
JAMES L. GILLIS, City Manager

Date signed by CITY: \_\_\_\_\_

[...]  
by \_\_\_\_\_  
[...], as its President and authorized  
agent

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
[...], Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Printed/Typed/Stamped Name of Notary  
My commission expires: \_\_\_\_\_

***End of Solicitation Documents***

# BID PROPOSAL





## S Daytona Magnolia Park

1172380-01-02-01 • 03.07.2023



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## S Daytona Magnolia Park

1172380-01-02-02 • 03.07.2023





## S Daytona Magnolia Park

1172380-01-02-03 • 03.07.2023





## S Daytona Magnolia Park

1172380-01-02-04 • 03.07.2023





## S Daytona Magnolia Park

1172380-01-02-05 • 03.07.2023







**DRAFT**  
**For In-House Use Only**

<b>Proposed To:</b> City of South Daytona Parks & Recreation Dept. 504 Big Tree Rd South Daytona, FL 32119-2808		<b>Ship To:</b> TBD at a later date		<b>Bill To:</b> City of South Daytona Parks & Recreation Dept. 504 Big Tree Rd South Daytona, FL 32119-2808		
<b>Attn:</b> Amy Zengotita		<b>Attn:</b>		<b>Attn:</b> Amy Zengotita		
<b>Project No:</b> 19712		<b>Project Name:</b> South Daytona - Magnolia Park		<b>Project Contact:</b> Amy Zengotita		
<b>Proposal No:</b> 19712.02		<b>Proposal Name:</b> South Daytona - Magnolia Park		<b>Project Location:</b> 1987 Magnolia Ave South Daytona, FL 32119 Project County: Volusia		
<b>Proposal Date:</b> 3/29/2023		<b>Proposal Expires:</b> 4/21/2023				
<b>For Questions Contact:</b> Shela Brown		☎ 407-853-3558		✉ shela@rep-services.com		
<b>Consultant:</b> Mary Langley		☎ 407-853-3563		✉ mary@rep-services.com		
				<b>Opt/Rev:</b> A/0 3/29/23 - SA		
<b>Vendor:</b> Landscape Structures		<b>Proj Drawings:</b> 1172380-01-02		587571		
<b>Class</b>	<b>Part No</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Net Price</b>	<b>Ext Price</b>
<b>Play Area Ages 5-12</b>						
Custom	CP026909	1 EA	Bass Fish Climber DB - Fish Tail Wobble Pod. Fish Climber With Cables, Handgrips, Belt Seat, Swiggles, Crawl Through, Ring Pull, Belt Hangout On Top.	55,920.00	55,920.00	55,920.00
	CP031547	1 EA	6.5'x14' Fishing Boat W/rpl Roof And Fishing Pole DB - Cedar And Mink Rpl. Front Section Has Ship Wheel, Ring-a-bell, Slider, Talk Tube. Back Section Has Talk Tube, Upper Window Panels With Lexan And Permalene Fram, 2 Doorways, 42"x42" Oc Rpl Roof W/ Smok	33,015.00	33,015.00	33,015.00
Kids In Motion	IP185927A-001	1 EA	Flywheel Spinner DB Only	4,065.00	4,065.00	4,065.00
	IP186490A-001	1 EA	We-saw DB Only	12,930.00	12,930.00	12,930.00
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00	0.00
Swings	IP174018A-001	4 EA	Belt Seat - Proguard Chains For 8' Beam Height	150.00	150.00	600.00
	IP177332A-001	1 EA	Single Post Swing Frame - 8' Beam Height Only	1,550.00	1,550.00	1,550.00
	IP177333A-001	1 EA	Single Post Swing Frame - Additional Bay 8' Beam Height Only	1,150.00	1,150.00	1,150.00
				Product Subtotal:	\$109,230.00	
				Signed & Sealed Engineering:	\$3,140.00	
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 5,906 lbs Freight Charge					\$17,875.00	
				<b>Landscape Structures Total:</b>	<b>\$130,245.00</b>	
<b>Installation By RSI Installer: The scope includes the following, as required:</b>						587929
<b>Item</b>	<b>Qty</b>	<b>Description</b>				
INS-LSI	1 LT	Equipment Installation - Landscape Structures				
SITE WORK	4,150 SF	Excavate and haul off of soil up to 7.75" BFF (7.75" to 17" below existing grade) within new playground footprint only. Removal of existing equipment with footings, surfacing, curb, trees with root systems and anything other than soil within the playground footprint, by others. Removal of EWF by others must be done prior to play equipment removal by others to avoid EWF being buried in old footing holes and later creating voids under the surfacing.				
INS-CON CURB	179 LF	Installation of concrete curbing 6"x10" to 6"x24"				
INS-SURFACING SUBBASE	4,150 SF	Install subbase for surfacing - #57 crushed recycled concrete				
INS-CON SIDEWALK	1 LT	Installation of concrete sidewalk (2) 6'x6'x4" sidewalks				
INS-CON SLAB	1 SF	Install concrete slab: (2) 10'x10'x4" concrete slabs				
					<b>RSI Installer Total:</b>	\$92,151.00
<b>Vendor:</b> ForeverLawn Central Florida		<b>Proj Drawings:</b>		587803		
<b>Class</b>	<b>Part No</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Net Price</b>	<b>Ext Price</b>
Surfacing	PGG Academy	1,035 SF	Foreverlawn Playground Grass Academy	17.81	17.81	18,433.35
	PGG Academy	4,470 SF	Foreverlawn Playground Grass Academy	18.50	18.50	82,695.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included	
<b>ForeverLawn Central Florida Total:</b>					<b>\$101,128.35</b>	

Installation By RSI Installer: The scope includes the following, as required:			587575
Item	Qty	Description	
OTHER	1 EA	Bond Fee 5% of Proposal Price	
RSI Installer Total:			\$16,067.00

General Terms of Sale and Proposal Summary			
Net 30		Product:	\$213,498.35
		Installation:	\$108,218.00
		Freight:	\$17,875.00
		Proposal Total:	\$339,591.35

Notes

**Basis of Proposal:**  
Our offer is based upon Google Earth Image and our drawing 1172380-01-02  
**Demo and removal of existing equipment, surfacing and trees not included**

**Performance and payment bond at 5% to the proposal total included**

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.)  
5 Weeks: Engineering  
4 Weeks: Permitting/Submittal Approval  
22 Weeks Longest manufacturing lead time. (Typical for scheduling.)  
1 Week Shipping  
7 Weeks Installation  
39 Weeks TOTAL WEEKS  
Note that RSI is committed to do all it can to meet the needs of your project.

**Landscape Structures:**  
Color selection to be made at time of color submittal approval

The Owner/Operator shall install protective surfacing in accordance with specifications F1292 and F1951, as applicable (ref. ASTM F3101-15 10.2). Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

**ForeverLawn Playground Grass:**

- Rough Grade: to be established by others.
- Product: Foreverlawn Grass and all associated and required items (such as seaming tape, glue, etc).
- Installation: Performed by FOREVERLAWN, Inc.
  - Composite nailer boards around the perimeter.
  - #57 stone, spread and compacted.
  - SafetyFoam Pro padding will then be laid over the stone. The grass will then be laid over the pad, seamed and secured.
  - NOTE: Installation scopes do not include fall height testing.
  - Dumpster at the site for trash and waste material

**Tot Turf Poured in Place Surfacing:**  
This quotation is for material, freight, and installation.

- Rough Grade: to be established by others
- Product: Tot Turf Poured in Place Safety Surfacing varying thicknesses and colors
- Installation: Owner or Owner's contractor is responsible for:
  - Color selection to be made at time of color submittal approval.
  - Security of the site during cure time (typically 48 hours).
  - NOTE: Installation scopes do not include fall height testing
  - Dumpster at the site for trash and waste material.

**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:

- Demo and removal of existing equipment, surfacing and trees
- 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 South Daytona noted and has the requisite authority to bind the City of South Daytona and/or principal.

Accepted By:

City of South Daytona

XX

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

# BUSINESS TAX RECEIPT

CITY OF LONGWOOD  
174 W CHURCH AVE  
LONGWOOD, FL 32750

2022-2023

Phone: 407-260-3442  
<http://www.longwoodfl.org>

**Receipt #:** L23-01541

**Issued Date:** 09/14/2022

**Effective Date:** 10/01/2022

**Expiration Date:** 09/30/2023

**License Type:** CONTRACTOR (STATE LICENSED)

**Business Name:** REP SERVICES, INC.

**Business Location:** 165 W JESSUP AVE

ALMON, NATHAN  
165 W JESSUP AVE  
LONGWOOD, FL 32750



RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

REP SERVICES, INC.  
165 W JESSUP AVE  
LONGWOOD, FL 32750