

*Baytree Community  
Development District*

*Workshop Meeting Agenda*

*November 9, 2021*

# AGENDA

*Baytree*  
*Community Development District*

*Workshop Meeting Agenda*

**Tuesday**  
**November 9, 2021**  
**10:00 AM**

**Baytree National Golf Links**  
**8207 National Drive**  
**Melbourne, Florida**

1. Roll Call
2. Review and Interview of Board Candidates
3. Discussion Additional Speed Hump Locations
4. Review of Playground Proposal
5. Pickleball Court Discussion
6. Supervisor's Requests
7. Adjournment

## SECTION II

Subject: Letter of Interest for CDD Board Candidacy

Dear Jason Showe,

My name is Jeremy Tippey and I'm excited to announce my candidacy for a position on the Baytree Community Development Board. I'm looking forward to working with the other board members and volunteers as well as the management team in an effort to continue Baytree's legacy as a premier neighborhood to live.

For those who don't know me, my family and I are new to Baytree as we purchased to our home in March of 2021. However, we have very much enjoyed our limited time here and have plans to stay after my Air Force retirement. I have a loving wife, Kassie who I have been married to for 17 years and have two beautiful daughters. In my spare time I'm a professional natural body builder and classic car enthusiast.

I believe my background in military leadership and over 22 years of service make me the best candidate for the job. Though I have never served on a CDD before, I have served on several committees and working groups focused on process and organizational improvement. I believe I have the necessary experience to fulfill all duties I am given.

Sincerely,

Jeremy Tippey  
922 Balmoral Way  
Melbourne Fl, 32940  
[Tippey35@yahoo.com](mailto:Tippey35@yahoo.com)  
217-414-3757

922 Balmoral Way  
Melbourne, FL 32940  
Available: Immediately

**JEREMY N. TIPPEY**  
Lieutenant Colonel  
United States Air Force

217-414-3757  
[tippey35@yahoo.com](mailto:tippey35@yahoo.com)

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**OBJECTIVE:** Consideration for joining Baytree Community Development District Board

**CURRENT EMPLOYMENT:** **Artemis Program Director, 1st AIR FORCE DETACHMENT 3, PATRICK SFB, FL**

**QUALIFICATIONS/RATINGS:** C-17A Instructor/Evaluator Pilot, E-3 Instructor/Evaluator Air Battle Manager  
AIRPLANE COMMERCIAL, AIRPLANE MULTI ENGINE LAND; BE-400; MU-300  
Top Secret Security Clearance

**FLYING TIME:**

(No Mil Conversion)	C-17A Total Hours	1464	E-3 Total Hours	889
	Evaluator	18	Evaluator	49
	Instructor	211	Instructor	103

**AIRCRAFT (hours):** C-17A (1464), T-6A (93), T-1A (88), DA-20 (21)

**WORK HISTORY:** **LIEUTENANT COLONEL, UNITED STATES AIR FORCE / SENIOR PILOT**

**1st AIR FORCE DETACHEMENT 3, PATRICK SFB, FL (Jul 21 – Present)**  
**Artemis Program Director**  
- Directs Department of Defense support for NASA owned Artemis program. Lead contact with NASA, Combatant Command and Major Command for all Artemis program coordination. Manages Detachment 3 Functional Branches to ensure seamless program support. Plans and executes training exercises as required to ensure program readiness.

**517th AIRLIFT SQUADRON, JBER, AK (Oct 19 – Jul 21)**  
**Director of Operations / C-17 Instructor/Evaluator Pilot / Chief Pilot / Director of Staff**  
- Directs world-wide flight operations and training for eight C-17A aircraft and 79 aircrew members. Chief Pilot for 58 pilots, revamped pilot development program. Managed administrative staff, enabling uninhibited mission focus. Instructs and trains pilots in air refueling, assault landings, night-vision-devices and world-wide operations.

**354th OPERATIONS GROUP DETACHMENT 1, JBER, AK (Aug 18 – Oct 19)**  
**Director of Operations / C-17 Instructor Pilot**  
- Directed operations of 22 members and 600 deployed members annually to support Pacific Air Force's largest combat exercise. Assisted the management of a \$10 million operations and maintenance budget, providing training to 2000 personnel annually. Instructed and trained pilots in air refueling, assault landings, night-vision-devices and world-wide operations.

**618th AIR OPERATIONS CENTER, SCOTT AFB, IL (May 15 – Jul 18)**  
**Chief, Executive Missions Branch / Global Operations Director**  
- Led nine member team executing more than 700 missions worldwide per year in support of the President, Vice President and other senior government officials. Air Mobility Command's lead contact for White House Military Operations support, optimizing \$130 million in White House travel.  
- *Directorate Field Grade Officer of the Year; 2017, Division Field Grade Officer of the Year; 2016*

**535th AIRLIFT SQUADRON, JOINT BASE PEARL HARBOR-HICKAM, HI (Mar 12 – May 15)**  
**C-17 Instructor Pilot / Assistant Director of Operations / Chief, Wing Current Operations / Flight Commander**  
- Managed the Wing's \$178M flying hour program. Acted as Director of Operations during no-fail hurricane evacuation, safeguarding \$3.8 billion in Air Force assets. Oversaw daily flight operations ensuring training requirements for 116 aircrew members. Instructed and trained pilots in air refueling, assault landings, night-vision-devices and world-wide operations.  
- *Operations Group's Flight Commander of Year; 2013, Squadron Pilot of the Year; 2013*

**JOINT SPECIALIZED UNDERGRADUATE PILOT TRAINING, VANCE AFB, OK (Jul 10 – Mar 12)**  
**Student Aviator: T-1A, T-6A**  
- *Leadership Award; 2011, Flight Commander Award, 2011*

**966th AIRBORNE AIR CONTROL SQUADRON, TINKER AFB, OK (Mar 06 – Jul 10)**  
**E-3 Evaluator Air Battle Manager / Assistant Flight Commander / Wing Scheduler**  
- Led 32 Instructors in Air Combat Commands largest Formal Training Unit. Eliminated two year training backlog, saving \$7 million and winning Chief of Staff Team Excellence Award, 2009. Instructed, trained and evaluated Air Battle Managers in E-3 employment.  
- *Distinguished Graduate of Instructor Upgrade; 2008, Squadron Right of Line Flight (1/10); 2010*

**UNDERGRADUATE AIR BATTLE MANAGER TRAINING, TYNDALL AFB, FL (Nov 04 – Mar 06)**

**- Student Aviator: E-3**

**EDUCATION:** M.A. in Human Relations, University of Oklahoma, Norman, OK; Summa Cum Laude, 4.0 GPA; 2007  
B.S. in Business Education, Illinois State University, Normal, IL; 3.3 GPA; 2004  
IDE Air Command and Staff College, Non-Residence; 2013  
PDE – United States Air Force Squadron Officer School; 2010  
BDE – United States Air Force Air and Space Basic Course; 2004

**PERSONAL:** Date of Birth: 17 Apr 1982; Married (Kassie) with 2 children: Emma and Elaina





# Stuart Waldron

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## Baytree Objective

To support increasing our quality of life and home values, while addressing the needs of the community around us.

## Non-Profit Experience

Currently technical advisor and board member of the Open Travel Alliance (opentravel.org), for the past decade. Currently leading a travel special interest group at the OpenAPI Initiative (<https://github.com/OAI/sig-travel>).

## Technical Summary

Over 43 years' experience in the travel and banking industry as both a customer and vendor of IT services. Worked extensively on business plans, then matched the technology required to insure the successful implementation of these plans. Led many large scale inter-departmental efforts towards a common goal, achieving successful results. Consulted with virtually every major airline, rail and GDS worldwide to ensure that they achieve business goals with the least IT investment and risk. This includes mainframe as well as non-mainframe solutions.

## Business Experience

2013– 2020                      Travelport                      Atlanta, GA

VP of Architecture

- Responsible for the overall architecture of global distribution systems (aka reservation systems).
  - Rationalization of legacy infrastructure such as mainframes and traditional networks versus moving workloads to the cloud.
  - Modernization of development and delivery moving beyond procedural programming and waterfall delivery to model driven development and Agile, then moving to SAFe.
  - Vendor relations including technical partnerships and licensing negotiations.
  - Supporting customer relations to explain and demonstrate our technical strategy.
- Open Travel Alliance board member driving new directions for industry standards.

2010– 2013                      Amtrak                      Washington, DC

Architect, Next Generation Reservation System

- Responsible for the overall architecture of the RES-NG effort. RES-NG is a 5 year effort moving Amtrak to a service oriented architecture (SOA). A large part of this effort is the modernization of the legacy reservation solution in a way that retains the high value assets while upgrading or replacing the components that are impediments to the business plan or are sources of instability.
- RES-NG architecture and design introduces many new concepts such as a set of Rail Common Services (RCS) introduced as a standard to the OTA. Co-author of a patent on a means to adopt the legacy PNR (passenger name record) which nearly all travel companies work with to work as a web based object. Introduced a shopping/booking paradigm based on rules engine technology that will replace the legacy availability led shop of today. This supports a major business goal to move to fare families.
- Provided consultation to the senior leadership on the restructuring of the outsourcing agreement with IBM which saved Amtrak in excess of 20 million dollars over the life of the contract.
- OTA (Open Travel Alliance) board member. Responsible for a major upgrade of the rail interoperability messages in addition to the RCS standard. Worked with various vendors on their potential support of the RCS standard. Part of the OTA 2.0 architecture team which introduces the next evolution in how XML messages are created and shared. As a board member doing work on the OTA business model to support ongoing OTA 2.0 development. Also worked on the OTA semantic search design team.
- Created a Joint Rail Operators task force (Amtrak, Via Rail, SNCF and Trenitalia) where we produced a joint set of train operator requirements for reservation and ticketing systems.

**Experience**

2009–2010

IBM

Poughkeepsie, NY

Senior Technical Staff Member, Architect, Global Travel and Transportation Industry

- Chief Architect of the Global Travel & Transportation Sales and Distribution (S&D) team. Responsible for working across divisions and geographies to pull together solutions to meet market needs.
- Lead for S&D on the Travel & Transportation Framework. Also working with “Smarter Planet” teams worldwide in the T&T area.
- Architecture lead for IBM’s T&T efforts in China for air and rail. Worked with the local systems integrator and the Ministry of Rail to design a solution that incorporates the best parts of the mainframe technology for scalability and distributed technology for flexibility and vendor independence. The goal is to support the largest reservation system in the world for 5 billion passengers annually with 99.999% availability.
- Assisting the rail ministry in a coordination of a technical and business arrangement with the local GDS, TravelSky on the distribution of rail tickets using industry standards and eTicketing. I was working with TravelSky and their hosted airlines on a new model supporting common functions in the TravelSky core and business services at the

airlines. There have been discussions on similar approaches with Sabre and TravelPort.

- Provide consulting services for the TrenItalia modernization project.
- Provided direction to several rail and airline operators on a service model that defines common industry functions for submission to the Open Travel Alliance.
- Supporting sales teams worldwide as a subject matter expert and technology consultant.

**Experience**

2008–2009

IBM

Poughkeepsie, NY

Senior Technical Staff Member, SWG Industry Solutions

- Leading efforts to provide an overall blueprint matching IBM's product portfolio to the challenges of the travel and transportation customers.
- Successfully engaged with T&T, customers including C level executives worldwide on the how to use a Service Oriented Architecture as a key component of modernization.
- Working with China and global team members to engage with the China Ministry of Rail on a major effort to provide a passenger sales system in support of their high speed rail initiative.
- Served as member of the Board of Directors for the TPF User Group and was the featured speaker at all conferences held twice per year with an audience of approximately 300 customers worldwide.
- Member of the Enterprise Systems Architecture Board reviewing overall IBM technology efforts.

**Experience**

2002–2007

IBM

Poughkeepsie, NY

**Senior Technical Staff Member**

- Responsible for the overall design and strategic direction of the Transaction Processing Facility (TPF) product as well as architecture sign-off responsibility for numerous other products.
- Provide leadership direction to Development, Sales, Service, Marketing, and Customer Support Teams
- Principal liaison to customers and IBM executives.
- Principal spokesperson to the media and industry analysts – often interviewed by Forrester and Gartner research as a travel industry expert

1998–2002

IBM

Poughkeepsie, NY

**Chief Architect, TPF Solutions**

- Guided the introduction of the POSIX infrastructure into TPF.
- Worked with IBM development labs worldwide on web server strategy. Convinced IBM management to use Apache instead of the IBM web server. TPF became the first mainframe system to do so.
- Introduced an open system Mail Server into TPF with a design that makes TPF the largest scale mail server.

1996–1998

IBM

Poughkeepsie, NY

### **Senior Engineer**

- Conducted CORBA/ORB analysis and how it could serve the high end travel and banking market. I was a guest speaker at several IONA conferences on the subject of high end computing.
- Worked with customers including the FAA and vendors such as Oasis (bank switch) on new market opportunities.
- Created a new team who worked on an early web services framework implementation in the travel industry (non-TPF), which became known as TravelFrame

1995–1996

The Sabre Group

Ft. Worth, TX

### **Chief Architect**

- Responsible for the development, migration plan and prototyping of SABRE's next generation travel distribution system infrastructure and architecture. This was based upon object technology, utilizing an object request broker, a combination of object and relational databases, a UNIX operating environment and a multi-tiered architecture to maximize on system scalability.
- Over a sixteen month period, I led a team that documented the current SABRE systems and network infrastructure, internal and external communications mechanisms, developed SABRE's new strategic platform infrastructure and planned migration for all internal and external systems.
- Consulted with numerous applications departments on possible redesign or migration of function, particularly worldfare (pricing).

1991–1995

The Sabre Group/IBM

Paris, FR

### **Chief Architect, French National Railroad Project (SNCF)**

- Successfully led the implementation of the of the reservation system supporting the Channel Tunnel project.
- Primary responsibility as technical lead/consultant of the TPF system. This includes direct control over the systems support and a consulting role with the application development staff.
- Other responsibilities included investigation and implementation of new hardware concepts such as EMC<sup>2</sup> SYMMETRIX DASD) and IBM parallel processors, new connectivity such as TDP/XA (AT&T supplied TPF connection to Teradata) and an effort to increase the professionalism and productivity of the programming staff. Provided direction for the implementation of structured analysis and design along with the incorporation of case and test tools. This effort required negotiations with the SNCF customer, SDT in Dallas, SCS in Tulsa and numerous vendors for products and education. Set and managed the resource measurement and procurement staff.

1985–1991

IBM

Tulsa, OK

### **Senior Systems Engineer (SE)**

- Played a major role in the migration of first FOS (Flight Operations) and subsequently PSS (Passenger Services) from ACP to the then current release of TPF. Responsible for the design of major functional

and performance improvements required by Sabre which avoided millions of dollars in hardware expenses.

- Consultant to many TPF installations around the world including Chicago Board of Exchange and Pan American Airways, for software migration planning, hardware planning and resource measurement. Direct account responsibility for the TPF operating systems and SNA communications (internal as well as with other CRSs) at American Airlines, Eastern Airlines, Holiday Inn, American Express, Amtrak Dial Finance, Marriott Hotels, USAir and the Internal Revenue Service

1985–1991                      IBM                                      Tulsa, OK

**Senior Systems Engineer (SE) (cont.)**

- Activities included working with other IBM customers with efforts ranging from CPU upgrades (price/performance) for the SABRE complex, to a total network solution that met SABRE's needs in an SNA environment, to a nation-wide seminar on solving the DuPont Corporation's problems with distributed processing world-wide. The many years as a vendor has given me extensive experience in customer relationships.
- Selected to attend five consecutive SE Symposiums, IBM's internal recognition event for their top technical employees.

1984–1985                      United Airlines                                      Denver, CO

**Senior Engineer**

- Technical responsibility for the software development and maintenance of United Airlines control program and CRS communications. Initiated efforts to migrate Apollo from its MACP base to TPF. Worked in a quality assurance team and was successful in a flawless cutover.
- Participated in the Apollo System Plan.

1976–1984                      Eastern Airlines, IBM                                      Miami, FL

**Senior Engineer**

- Principal technician on site (Miami) for the very first installation of TPF 2.0, a major step over past renditions of ACP/TPF 1.
- Worked in commercial operations and air cargo accounting.



**JANICE BREWER HILL**  
1103 Balmoral Way  
Melbourne, Florida 32940  
321-751-3589 – home; 321-431-1215 – cell

**EDUCATION:** 1997- CERTIFIED FINANCIAL PLANNER™  
1995- Licensed Representative, National Center for Women and Retirement Research  
1991- Florida Department of Insurance for Health, Life and Variable Annuity  
1990- Licensed Registered Representative, NYSE, Series 7  
1990- Licensed Registered Representative, NYSE, Series 63  
1988- Florida Bankers Trust School; Honor Graduate  
1984- B.S.B.A. Finance, University of Central Florida  
1981- Florida Licensed Real Estate Broker/Instructor

**EMPLOYMENT:**

2013 – present

**RETIRED**

**Serving on the following Boards:**

**Baytree Community Association, Treasurer – 6 years**

**Melbourne Police Pension, Chairman – 28 years**

**Genesis House – Executive Governing Board Director – 15 years**

**Ascension Catholic Church- Advisor to Endowment Board**

**South Brevard Estate Planning Council – Past President**

1990 – 2013

**INVESTMENT BROKER / CERTIFIED FINANCIAL PLANNER**

Wells Fargo Advisors or one of its predecessor firms

Provided objective and timely financial advice and guidance to over 700 personal and business clients. Advised clients on the purchase and sale of stocks, bonds, mutual funds and annuities. Prepared detailed financial plans and analyzed insurance needs of clients. Conducted public seminars as part of my marketing strategy. Managed over \$2.6 billion in client assets. Set up and administered comprehensive retirement plans for small businesses.

1985 – 1990

**ASSISTANT VP and TRUST OFFICER**

First Florida Bank, Melbourne, FL

Marketed Personal Trust and Employee Benefit Administrative Services county wide for the local Trust Department. Author of inter-bank newsletter on Trusts. Conducted and developed educational and sales training programs on Trust Services. Guest speaker at Florida Institute of Technology, Brevard Community College and community organizations. Managed the Bank's discount brokerage services.

1979 – 1984

**REAL ESTATE BROKER / SALESMAN**

Florida Realty of Brevard, Melbourne, FL

Developed sales promotions, negotiated sales contracts, conducted promotional seminars, taught license exam course and salesperson trainee course. Sold over \$500,000 of residential property each year in a depressed market.

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## SECTION IV



**SMALL PROJECT AGREEMENT**  
**(Playground and Outdoor Gym Equipment 2021)**

THIS SMALL PROJECT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 East Livingston Street, Orlando, Florida 32801 (the "District"),

and

**PLAYSPACE SERVICES, INC.**, a Florida corporation, having as its principal business address, 3125 Skyway Circle, Melbourne, Florida 32934 (the "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District and the Baytree Community Association, Inc. (the "BCA") entered into a Joint Participation Agreement, dated \_\_\_\_\_, 2021, providing for a portion of the funding for the acquisition and the installation of certain playground and outdoor gym equipment (the "Project"); and

**WHEREAS**, Contractor submitted its Proposal #21495, dated October 15, 2021, to provide the necessary services to complete the Project (the "Proposal"), which Proposal includes Proposal #23586, dated October 15, 2021, from Advanced Recreational Concepts, LLC and is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project as specified and in accordance with the specifications in the Proposal and this Agreement; and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

**SECTION 2. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement, including those which may be set forth in the Proposal.

B. The area in which the Project is to be performed is in the vicinity of the Baytree Pool House at 8203 National Drive, Melbourne, Florida, on lands owned by the District, as more particularly shown in Exhibit B attached hereto and made a part hereof (the "Project Area").

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in a substantial and workmanlike manner in accordance herewith and with the conditions and prices as stated herein and in the Proposal.

F. Contractor shall perform all the work and labor pursuant to this Agreement and the Specifications.

G. Contractor shall remove, clean up, and properly dispose of (if necessary and appropriate) all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury to District or private property or any person arising out of or in any way connected to Contractor's negligence, acts or omissions or the negligence, acts or omissions of its subcontractors or suppliers.

I. Contractor shall obtain permission from any and all utilities prior to excavation, demolition, or construction. Any damages occurring as a result of Contractor's failure to obtain permission from any utility shall be remedies at Contractor's expense.

J. Installation of the Project shall be performed in accordance with manufacturer's specifications, as applicable.

**SECTION 3. COMPENSATION.** District agrees to compensate the Contractor in a total amount of **FIFTEEN THOUSAND FOUR HUNDRED TWENTY-EIGHT AND 80/100 (\$15,428.80) DOLLARS** in accordance with the terms and conditions set forth in the Proposal and after completion of the Project.

It is further understood that District shall be responsible, at cost, for the cost of any permit fees required by Brevard County or other governing entity or agency having jurisdiction thereof.

Payment will be made upon completion of the Project, after the Project has passed final inspection by the District and applicable permitting agencies, if any, and after all permits related to the Project have been closed out with the permitting agency by the Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made. This provision supersedes any payment schedule or plan set forth in the Proposal. Final Payment will be made after Contractor completes all punch list items identified by District.

**SECTION 4. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**SECTION 5. TERM.** This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the residents of Baytree and the general public utilizing the District's facilities and improvements. The Project shall be initiated by Contractor at a date and time coordinated by the Contractor with the District Engineer and District Manager of the District and shall be completed within two hundred ten (210) days of the full execution of this Agreement. This time period assumes and includes forty-five (45) days for permit review and 15-20 days for weather-related delays and remedy of punch list items.

**SECTION 6. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, the BCA, their respective agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature arising out of or in any way connected with any act, error,

omission or negligence of Contractor, its agents, servants or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the forgoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**SECTION 7. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 9. CANCELLATION.** The District shall also have the right to cancel this Agreement for convenience at anytime and has the right to cancel after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

**SECTION 10. WARRANTY.** In addition to the manufacturer's warranties on the Project Improvements, the Contractor extends and provides a one (1) year warranty offer that is acceptable by the District for workmanship, labor, and all other work associated with the Project. The Contractor shall provide all labor, equipment, and materials necessary to remedy such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within twenty (20) days of receipt of the written notice from District. Documentation pertaining to Contractor and manufacturer's warranties are attached hereto and made a part hereof as Exhibit C (the "Warranties").

**SECTION 11. INSURANCE.**

A. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

iii. Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000, combined single limit per occurrence; and

B. The District shall be named as the Insurance Certificate Holder and the District and the BCA (each the District and the BCA defined to include their respective officers, agents,

employees, volunteers and representatives) shall be an additional named insured on all policies of liability insurance.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of this Agreement and extension there under is in effect. District and Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

D. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Association and District by certified mail.

E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

F. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Association with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

G. Any contractor retained by the District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Association for payment or assessments in any form on any policy of insurance.

H. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Association is named as an additional insured shall not be applicable to Association. Association shall provide written notice of occurrence to District within fifteen (15) working days of Association's actual notice of such an event.

I. Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Association, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the District in this Agreement shall thereupon cease and terminate.

The District shall be named as the Insurance Certificate Holder and both the District and the BCA (each the District and the BCA defined to include their respective officers, agents, employees, volunteers, and representatives) shall be additional named insureds on all policies of liability insurance.

**SECTION 12. CHANGES IN WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

**SECTION 13. REMEDY FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

**SECTION 14. NOTICES.**

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT:                    **Baytree Community Development District**  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

With copy to: **District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis Lyles, Esq.

**CONTRACTOR:** **Playspace Services, Inc.**  
3125 Skyway Circle  
Melbourne, Florida 32934  
Attention: President

**SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 17. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 18. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 19. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 20. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District 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, Florida Statutes, or as otherwise provided by law; and



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 the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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 District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. 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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-  
CENTRAL FLORIDA, LLC  
219 EAST LIVINGSTON STREET  
ORLANDO, FLORIDA 32801  
TELEPHONE: (407) 841-5524  
EMAIL: JSHOWE@GMSCFL.COM**

**SECTION 21. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 22. CONFLICTS.** In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A (the Proposal) and Exhibit B (the Project Area) and Exhibit C (the Warranties), then this main Agreement instrument shall control, followed in descending order of precedence by Exhibit A, Exhibit B and Exhibit C, District's acceptance of the Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Brevard County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print name: \_\_\_\_\_  
Chairman/Vice-Chairman

\_\_\_\_ day of \_\_\_\_\_, 2021

WITNESSES:

**PLAYSPACE SERVICES, INC., a Florida  
corporation**

\_\_\_\_\_

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

**Exhibit A**

**Proposal**



3125 Skyway Circle  
 Melbourne, FL 32934  
 Phone 1-321-775-0600 Fax 1-321-242-2216  
 Toll Free - 888-653-7529

# PROPOSAL

Date: 10/15/2021

Proposal # 21495

Customer Phone: 3214318512  
 Customer Fax:  
 Organization: Baytree HOA  
 8207 National Dr  
 Melbourne, FL 32940

Payment Terms: Net 30  
 Proposal Valid Until: 11/14/2021  
 Project: Swings & freestanding  
 Baytree Golf  
 Ship To: 8207 National Drive  
 Melbourne, FL 32940

Prepared for: R. Bosseler  
 Sales Rep SR

## DESCRIPTION

<p>INSTALLATION IS BASED ON ARC PROPOSAL # 23586</p> <p>Excavation of 1620 Sqft at a 6" Depth.          Backfill Borders.</p> <p>TOTAL: \$4,843.80</p> <p>INSTALLATION OF :</p> <ul style="list-style-type: none"> <li>- Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)</li> <li>- Playcraft Systems - PC 2181-7 7ft Single Post AB (R, 2FB)</li> <li>- Playcraft Systems - PC 1905 Thunder Dome</li> <li>- (43) Borders</li> <li>- (1) Half Ramp</li> </ul> <p>Price includes Concrete for Footers and Removal of Site Spoils (24 CuYds)</p> <p>TOTAL: \$7,885.00</p> <p>INSTALLATION OF : Supply and delivery of ADA Wood Mulch: 60 cu. yd. for coverage area of 1620 sq.ft. at a depth of 12 inches</p> <p>TOTAL: \$1,200.00</p>
---

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**Subtotal**

**Sales Tax (0.00)**

**TOTAL**

Signature: \_\_\_\_\_ Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3125 Skyway Circle  
 Melbourne, FL 32934  
 Phone 1-321-775-0600 Fax 1-321-242-2216  
 Toll Free - 888-653-7529

# PROPOSAL

Date: 10/15/2021

Proposal # 21495

Customer Phone: 3214318512  
 Customer Fax:  
 Organization: Baytree HOA  
 8207 National Dr  
 Melbourne, FL 32940

Payment Terms: Net 30  
 Proposal Valid Until: 11/14/2021  
 Project: Swings & freesstanding  
 Baytree Golf  
 Ship To: 8207 National Drive  
 Melbourne, FL 32940

Prepared for: R. Bosseler  
 Sales Rep SR

## DESCRIPTION

Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$1,500.00

### INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

### EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

### PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

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**Subtotal** \$15,428.80

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

**Sales Tax (0.00)** \$0.00

**TOTAL** \$15,428.80

Signature: \_\_\_\_\_ ... Print Name/Title: \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



**Advanced Recreational Concepts, LLC**

**3125 Skyway Circle  
Melbourne, FL 32934**

Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal**

Organization **Baytree HOA**  
8207 National Dr  
Melbourne, FL 32940

Prepared For **Richard Bosseler**  
Ship To **Baytree Golf**  
8207 National Drive  
Melbourne, FL 32940

Date **10/15/2021**  
Quotation # **23586**  
Prepared By **Seamus Rowe**  
Payment Terms **Net 30**  
Prices Valid Until **11/14/2021**  
Project Name **Swings & freesstanding**  
Customer Phone **3214318512**  
County **Brevard**

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 21495				0.00
	>>>> PLAYCRAFT <<<<<<				0.00
A2-2181-7-2B	Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)	1		1,561.00	1,561.00T
A2-1905	Playcraft Systems PC 1905 Thunder Dome	1		7,462.00	7,462.00T
A2-2181-7-2B	PC 2181-7 7ft Single Post Swing (2B)	1		1,561.00	1,561.00T
	PC 2181-7 7ft Single Post AB (R, 2FB)	1		1,518.00	1,518.00T
Freight	Freight	1		2,800.00	2,800.00
	Florida Signed and Sealed Drawings (3 Sets)	1		1,000.00	1,000.00
	CALCULATIONS provided.				
	Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		1,365.00	1,365.00T
	>>>> WOOD MULCH AND FILTER FABRIC <<<<				
	Filter Fabric - Delivery and Installation: 2160 Sq.Ft. (incl. 25% for overlap) @ \$0.47 per Sq.Ft.	2,160		0.47	1,015.20T
Wood Mulch	Supply and delivery of ADA Wood Mulch: 60 cu. yd. for coverage area of 1620 sq.ft. at a depth of 12 inches	1		4,400.00	4,400.00T
	Freight - Mulch	1		300.00	300.00
	>>>> BORDERS <<<<<<				0.00
APS-Border12"	12" APS Playground Border	43	ea	39.95	1,717.85T
	APS Half Ramp	1		475.00	475.00T
	Commodities Surcharge - Border Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		122.00	122.00T

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**Subtotal**  
**Sales Tax (0.0%)**  
**Total**

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



**Advanced Recreational Concepts, LLC**

3125 Skyway Circle  
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal**

**Organization** Baytree HOA  
8207 National Dr  
Melbourne, FL 32940

**Prepared For** Richard Bosseler  
**Ship To** Baytree Golf  
8207 National Drive  
Melbourne, FL 32940

**Date** 10/15/2021  
**Quotation #** 23586  
**Prepared By** Seamus Rowe  
**Payment Terms** Net 30  
**Prices Valid Until** 11/14/2021  
**Project Name** Swings & freesstanding  
  
**Customer Phone** 3214318512  
**County** Brevard

Product ID	Description	Qty	U/M	Price	Total
Shipping	Shipping and Handling via Common Carrier	1		700.00	700.00
	Special Project Discount			-1,426.05	-1,426.05
				0.00	0.00

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

**Subtotal** \$24,571.00  
**Sales Tax (0.0%)** \$0.00  
**Total** \$24,571.00

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



**Exhibit B**  
**Project Area**

**Baytree  
TOP VIEW**

**ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE**

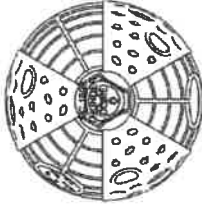
ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0	

**FOR KIDS  
AGES  
5-12**

**GENERAL NOTES:**

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: 1  
PROJECT#: 0000  
DATE: 10/8/2021

PLAYCRAFT REP:  
**Advanced Recreational Concept:**

MIN. USE ZONE: 23' x 23'

**Baytree  
TOP VIEW**

**ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE**

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0

**FOR KIDS  
AGES  
5-12**

**GENERAL NOTES:**

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSCS Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: 2  
PROJECT#: 0000  
DATE: 10/8/2021

PLAYCRAFT REP:  
**Advanced Recreational Concept:**

MIN. USE ZONE: 36' x 27'

**Baytree  
SITE PLAN**

**ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE**

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	5/0	2/0	

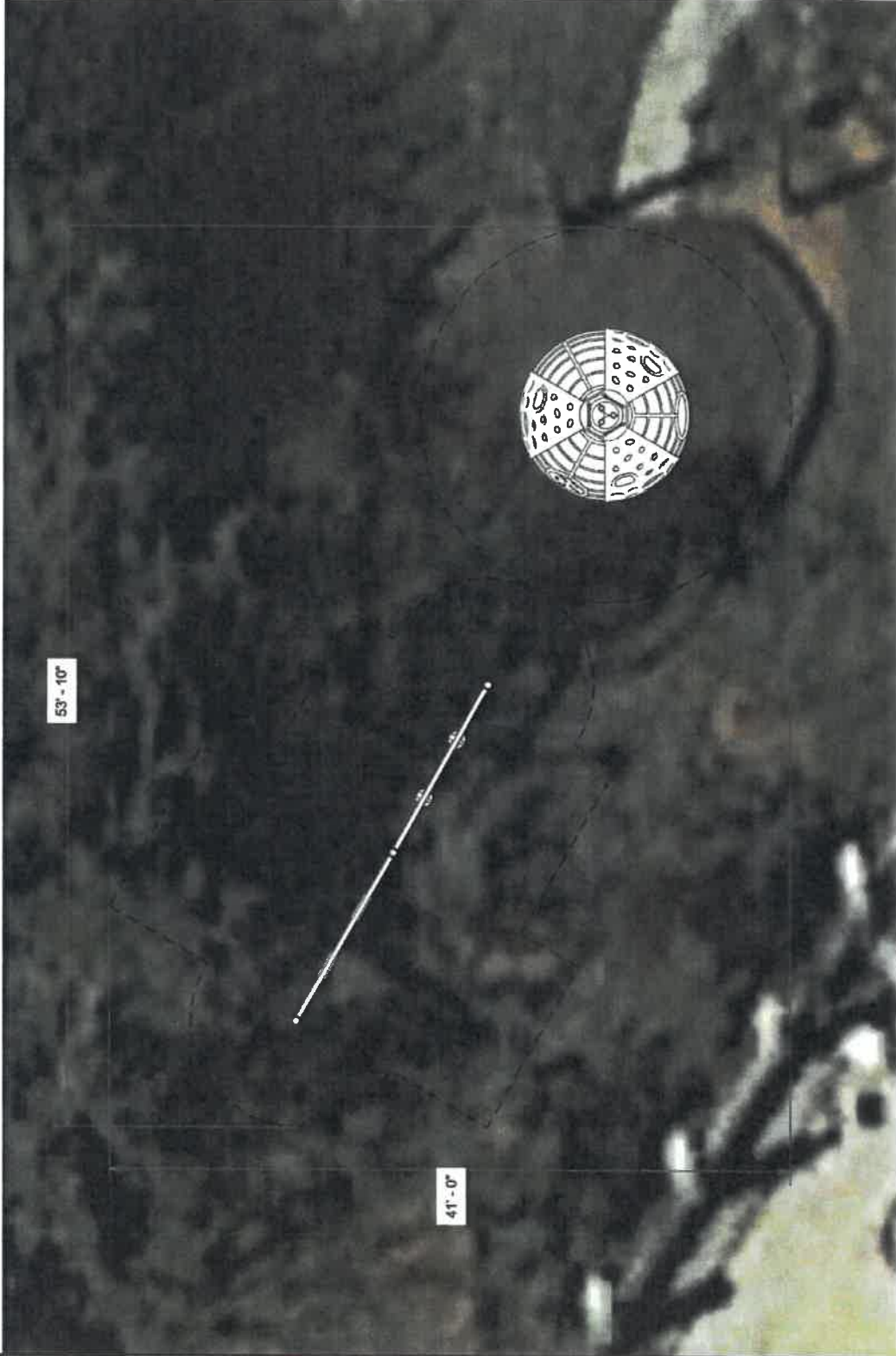
**FOR KIDS  
AGES  
5-12**

**GENERAL NOTES:**

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 0000  
DATE: 10/8/2021

MIN. USE ZONE: 54' x 42'

PLAYCRAFT REP:  
**Advanced Recreational Concept**

**Exhibit C**

**Warranties**

**Installers Warranty**

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

The undersigned, as Installer for the above referenced project:

- (a) Does hereby guarantee the work performed by Play Space Services, Inc. on the above referenced project against defects in workmanship for a period of one year from the date of completion of the installation;
- (b) If the workmanship should become defective within the specified time, Play Space Services, Inc. will replace and/or repair, as required, any such defects promptly at no additional cost to the owner of the above project.
- (c) In addition, if any component of the manufacturer's equipment is to be replaced under warranty by said manufacturer, Play Space Services, Inc. will remove defective component and install replacement component free of charge to customer.
- (d) This warranty does not include normal wear and tear, or repair and replacement of materials, which have been abused, neglected, or not maintained in accordance with the manufacturer's recommended maintenance procedures and schedules.

**Date of Completion of Installation:** \_\_\_\_\_

**Claim procedure:**

In the event a warranty claim is required, please contact:  
866-957-2355 / 888-653-7529  
Fax: 407-957-9599

Play Space Services, Inc.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

## **LIFETIME LIMITED WARRANTY**

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

## **TWENTY-FIVE (25) YEAR LIMITED WARRANTY**

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

## **FIFTEEN (15) YEAR LIMITED WARRANTY**

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

## **TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

## **TEN (10) YEAR LIMITED WARRANTY**

on all Play-Cord™ against cable breakage and Play-Cord™ connectors against breakage and failure due to defects in materials or workmanship.

## **FIVE (5) YEAR LIMITED WARRANTY**

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

## **THREE (3) YEAR LIMITED WARRANTY**

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

## **ONE (1) YEAR LIMITED WARRANTY**

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fall within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. O).





**JOINT PARTICIPATION AGREEMENT**  
**(Playground and Outdoor Gym Project)**

THIS JOINT PARTICIPATION AGREEMENT (the “Agreement”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Brevard County, Florida, and whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the “District”); and

**BAYTREE COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 1331 Bedford Drive, Suite 103, Melbourne, Florida 32940, and its successors and assigns (the “Association”),

the District and the Association sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District and the Association desire to jointly participate, in accordance with the terms of this Agreement, in the funding, acquisition, and installation of playground and outdoor gym equipment on District-owned property in the vicinity of the recreational facilities of the District (the “Improvements”), which Improvements will benefit the owners and residents of Baytree and are more particularly described in the site plan, Proposal #21495 from Playspace Services, Inc., dated October 15, 2021, and Proposal # 23586 from Advanced Recreational Concepts, LLC, dated October 15, 2021, attached hereto and made a part hereof as Composite Exhibit A (collectively, the “Plans”); and

**WHEREAS**, the Parties further accept and agree that the Improvements include and are limited to those Improvements detailed in the Plans; and

**WHEREAS**, the Parties agree that upon full execution of this Agreement by the Parties, the Improvements, as described and shown in the Plans, are agreed to and that no further changes to the Improvements shall be proposed or made by either Party, except as specifically provided herein; and

**WHEREAS**, the Parties propose that the design and construction of the Improvements will be jointly funded by the Association and the District in accordance with this Agreement; that the District is authorized to proceed with construction of the Improvements upon receipt of permits and funding, as provided herein, from the Association; and that the District will manage, administer, and complete the Improvements substantially in accordance with the Plans, subject to applicable permitting and regulatory requirements, changes necessitated by unanticipated field conditions, and the terms of this Agreement; and

**WHEREAS**, it is agreed by the Parties that the estimated cost of the design and construction for Improvements, excluding applicable design and permit fees, is **\$40,000.00** (the “Estimated Construction Cost”); and

**WHEREAS**, the Association will be responsible for funding a maximum amount of **\$33,000.00** of the Estimated Construction Cost and the District will be responsible for the balance of the Estimated Construction Cost, the project management and administration, procurement, and completion of the Improvements; and

**WHEREAS**, while the Parties do not anticipate that the cost to complete the Improvements will exceed the Estimated Construction Cost, in the event the District expects the Estimated Construction Cost to be exceeded as a result of change orders or otherwise, the District will take necessary actions to value engineer the Improvements to reduce the total cost of the Improvements (“Total Construction Cost”) to an amount that is less than or equal to the Estimated Construction Cost or will fund the difference between the Total Construction Cost and the Estimated Construction Cost; and

**WHEREAS**, the District will be the owner of the completed Improvements and will be responsible for the costs of future maintenance and repair of the Improvements; and

**WHEREAS**, it is determined that the Improvements will serve and particularly benefit the District’s landowners, residents, invitees, and visitors.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, and subject to the terms and conditions hereof, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**2. JOINT PARTICIPATION IN COMPLETION OF PROJECT IMPROVEMENTS.**

(a) The Association and the District are entering into this Agreement with the intention of sharing in the Improvements’ funding responsibilities contained in this Agreement, which Improvements will serve to benefit the Baytree community, its residents and landowners.

(b) The intent of the Parties is for the District to contract with consultants, suppliers, and contractors for the completion of the Improvements, as described in Composite Exhibit A and for the District to manage, administer and oversee each phase and the consultants and contractors through completion of the Improvements.

(c) The Association is responsible to fund **\$33,000.00** of the Estimated Construction Cost (the “Association Contribution”).

(d) If the cost to complete the construction of the Improvements will exceed the Estimated Construction Cost, the District, will implement value engineering changes to the Improvements to stay within the Estimated Construction Cost, or will fund the difference between the Total Construction Cost and the Estimated Construction Cost. The parties acknowledge that these additional costs which could cause the Total Construction Cost to exceed the Estimated Construction Cost could be incurred or necessary as a result of change orders, whether necessitated by field conditions, permit or other regulatory costs, or other unforeseen and documented costs associated with completing the Improvements.

(e) The Improvements shall be completed by the District in substantial accordance with the Plans. With the limited exception of those changes necessitated by field conditions or regulatory or permit requirements within the approved construction costs for each particular phase, all other material alterations, additions or deletions to the Improvements shall require the prior written consent of both Parties.

(f) During the construction of the Improvements by contractors of the District, the Parties acknowledge the importance of keeping each contractor working towards completion of work under its respective contract(s), and the Parties agree to take immediate action with respect to requests for additional work that may need to be performed by a contractor or which has been proposed by any contractor or regulatory agency or entity in order to prevent claims of delay by a contractor and to keep the costs associated with construction to that which has been set forth in contract.

(g) Notwithstanding anything stated elsewhere in this Agreement to the contrary, there shall be no material alterations or changes to the agreed upon Improvements as described in the Plans without the written approval of both parties. This provision shall apply in particular, but without otherwise limited the generality hereof, to any value engineering changes that are authorized in Section 2(d) above.

### **3. DISTRICT RESPONSIBILITIES.**

(a) Upon execution of this Agreement, District shall proceed to initiate those steps and procedures necessary to contract the services of a licensed contractor or contractors as needed.

(b) Within sixty (60) days from the execution of this Agreement by the parties, the District, either itself or through the services of its consultants or contractor(s), shall submit the plans to the appropriate permitting authorities for permits for the Improvements.

(c) Nothing herein shall prohibit or otherwise restrict the District, itself or through its contractor, from submitting the plans for the Improvements to the permitting authorities and any other governing body having jurisdiction thereof to obtain preliminary approval prior to the solicitation of bids from contractors.

(d) District shall administer, oversee and coordinate the construction of the Improvements and any contracts or agreements pertaining to the construction of the Improvements.

(e) District shall be responsible for the timely and proper payment of all contractors retained or engaged by District to perform services in connection with the construction of the Improvements. Provided that the Association is not in default of its payment obligations hereunder, the District shall be solely responsible for and pay any additional costs, interest or other charges that are directly attributable to the District's failure to timely pay its contractors.

(f) District shall account for the receipt and disbursement of all funds associated with the construction of the Improvements, including, but not limited to, all funds contributed by Association in accordance with this Agreement and all funds disbursed to contractors in accord with this Agreement. District shall prepare and update on a monthly basis during the course of construction of the Improvements, a report to Association containing those details set forth in this subsection and as reasonably requested by the Association. As part of its management and oversight responsibilities during the construction phase, the District, to the extent applicable, shall comply with all "Owner" responsibilities required under Florida Statutes, Chapter 713 (Construction Lien Law) and shall be solely liable for and pay any additional costs arising from the recording of any construction liens relating to the Project. To the extent applicable, District shall comply with the requirements of Section 255.05, Florida Statutes, relating to payment and performance bonds, if not otherwise waived by the District pursuant to said statute.

(g) Prior to the start of construction of the Improvements, the District shall distribute a construction schedule to the Association, which schedule shall be updated and distributed to the Association on at least a monthly basis through the completion of Improvements. The District may combine into a single monthly report the information required by subsection (f) above and this subsection.

#### **4. ASSOCIATION RESPONSIBILITIES.**

(a) Within ten (10) days of execution of this Agreement, Association shall contribute and pay to the District its Association Contribution in the amount equal to **\$33,000.00** pursuant to Section 2(d) of this Agreement. The District shall deposit said amount into the District's operating account.

(b) District shall not contract for any work beyond that for which it has secured funding through the funding contributions pursuant to the terms of this Agreement.

(c) All payments made by the Association pursuant to this Agreement shall be made payable to the "Baytree Community Development District" and shall be sent to the District Manager of the District (the "District Manager"), who shall deposit and account for such funds pursuant to this Sections 4(a) and 5 of this Agreement.

#### **5. PAYMENT FOR IMPROVEMENTS.**

(a) The District, through its District Manager, shall establish within its operating account an account (the "Construction Account") to draw funds from in order to pay for the construction of the Improvements. The above described Construction Account shall be owned and managed by the District.

(b) The District Manager shall pay contractor(s) retained or contracted with for the construction of the Improvements from the proceeds deposited in the Construction Account. Copies of all invoices, payments, schedules, and records pertaining to the Project and the Construction Account shall be made reasonably available to the Association for inspection.

(c) In the event the permitting authorities fail to issue all required permits for the Improvements or the Improvements Project is cancelled for any reason, the amounts provided by the Association to the District pursuant to this Agreement and for the Improvements shall promptly be returned to the Association.

(d) If the District does not proceed to complete the Improvements within three hundred (300) days following execution of this Agreement, the Association Contribution shall be returned to the Association upon written notice to the District and this Agreement shall have no further force and effect.

**6. EVENTS OF DEFAULT; TERMINATION.** The occurrence of any one or more of the following events shall constitute a default in the terms, conditions, and obligations of this Agreement:

- (a) Association or District defaults in the due performance or observance of any covenant, condition or provision contained in or required by this Agreement and such default continues for more than thirty (30) days.
- (b) Association or District defaults in the due and punctual payment of any sum which is required to be paid by in accordance with the provisions of this Agreement, such default continues for more than fifteen (15) days, and no reasonable dispute exists as to said payment.
- (c) Association or District files bankruptcy or for reorganizational proceedings, or becomes insolvent or be declared or adjudicated bankrupt, or commits any act of bankruptcy or insolvency, or any court takes jurisdiction of Association or District or any of such Party's assets or property pursuant to any proceeding brought under the provisions of any bankruptcy or insolvency act; or a Receiver, trustee of such Party's assets or property shall be appointed or such Party shall be divested of its right under this Agreement as a result of any action or proceeding at law or in equity, or any execution or sequestration or attachment shall be issued against such Party's property, or any part thereof shall be taken or occupied or attempted to be taken or occupied or in danger of being taken or occupied as a result of any action or proceeding of someone other than Association or District, or Association or District allows any final judgment to stand against it unsatisfied, unstayed, or unbonded for a period of thirty (30) days, or shall make a general assignment for the benefit of creditors.

**7. NOTICES.** All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

Notices to Association shall be sent to:

Baytree Community Association, Inc.  
31 Bedford Drive, Suite 103  
Melbourne, Florida 32940  
Attn: President

With a copy to:

Manning Law Firm, PLLC  
7827 N. Wickham Road, Suite C  
Melbourne, Florida 32940  
Attn: Robert N. Manning, Esq.

Notices to the District shall be sent to:

Governmental Management Services-Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attn: Dennis Lyles, Esq.

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon the date of delivery of the notice or other document, or in the case of refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery.

**8. RESPONSIBILITY FOR ACTS AND OMISSIONS.** With respect to any claims, demands or causes of action arising out of or in connection with this Agreement, District and Association shall be responsible for their own acts, omissions and negligence and the acts, omissions, and negligence of their officers, employees, and agents. Provided, however, that nothing herein shall be construed as a waiver of any immunity or limitation of liability that the District may have with respect to third party tort claims for bodily injury or property damage, under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**9. INSURANCE.**

(a) The parties shall each individually maintain throughout the term of this Agreement, at their own cost and expense, any and all applicable insurance coverage required by Florida law.

(b) THE CONTRACTOR(S) HIRED OR CONTRACTED BY THE DISTRICT TO COMPLETE THE IMPROVEMENTS SHALL BE REQUIRED BY THE DISTRICT TO SUBMIT TO ASSOCIATION UPON ASSOCIATION'S REQUEST COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE BAYTREE COMMUNITY ASSOCIATION, INC. (DEFINED TO MEAN THE ASSOCIATION, ITS

OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

(c) District shall require Contractor, and the Contractor will require all sub-contractors it employs to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:  
\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(d) All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Association and District by certified mail.

(e) The required insurance coverage shall be issued by an insurance company authorized a licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(f) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Association with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

(g) Any contractor retained by the District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Association for payment or assessments in any form on any policy of insurance.

(h) The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Association is named as an additional insured shall not be applicable to Association. Association shall provide written notice of occurrence to District within fifteen (15) working days of Association's actual notice of such an event.

(i) Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Association, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the District in this Agreement shall thereupon cease and terminate.

**10. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties.

**11. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns.

**12. CONSTRUCTION OF TERMS.** Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between District and Association, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

**14. CAPTIONS.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**15. SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder or substantially increase the burden of any Party hereto, shall be held to be invalid or unenforceable



to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**16. EXECUTION OF DOCUMENTS.** Each Party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the other Party as necessary to carry out fully and effectuate the construction and completion of the Improvements herein contemplated pursuant to this Agreement.

**17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**18. AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**19. AMENDMENTS AND WAIVERS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Association to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either Party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

**20. APPLICABLE LAW.** This Agreement is made and shall be construed under the laws of the State of Florida.

**21. VENUE.** Exclusive venue for any claim, objection, or dispute arising out of the terms of this Agreement shall be arbitrated in Brevard County, Florida, unless otherwise agreed to by the Parties.

**22. ADDITIONAL REMEDIES.** A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance.

**23. MEDIATION.**

(a) The Parties mutually agree that in the event of any dispute arising out of this Agreement, prior to bringing any action pursuant to Section 23.B, below, the Parties will participate in non-binding mediation with a mediator to be agreed upon by the Parties.

(b) Should the parties be unable to resolve their differences at mediation, any unresolved controversy, claim or dispute shall be brought in the courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

**24. COSTS AND FEES.** In the event that either Party is required to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs.

**25. NO THIRD-PARTY BENEFICIARIES.**

(a) This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(b) Nothing in this Agreement shall be construed to create any contractual relationship between the District and any contractor or subcontractor or other person having a direct contract with Association, However, District may make claims under warranties provided or required of contractors, subcontractors or other persons or entities pursuant to this Agreement.

**26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties in an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

**27. ASSIGNMENT.** This Agreement may not be assigned by either Party without the express written consent of the other Party.

**28. FURTHER ASSURANCES.** At any and all times, the Association and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements which are intended or required to be acquired by or conveyed to the District as contemplated herein, including the conveyance, assignment or transfer to other governmental agencies of such portions of the Improvements as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

**29. INDEMNIFICATION.**

(a) To the extent permitted by Florida law, Association agrees to indemnify and hold harmless District and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of Association’s negligence or Association’s failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names District as a party defendant, District shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys’ fees, paralegal expenses, attorneys’ fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

(b) To the extent permitted by Florida law, District agrees to indemnify and hold harmless Association and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of District’s negligence or District’s failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names Association as a party defendant, Association shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys’ fees, paralegal expenses, attorneys’ fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

**30. EXECUTION OF AGREEMENT.** If this Agreement is not executed in full by the parties by December 31, 2021, the Agreement shall be null and void and of no further effect.

**IN WITNESS WHEREOF,** the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair / Vice Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2021

**BAYTREE COMMUNITY  
ASSOCIATION, INC., a Florida not-for-  
profit corporation**

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Print Name

**Composite Exhibit A**

**Plans**



3125 Skyway Circle  
Melbourne, FL 32934  
Phone 1-321-775-0600 Fax 1-321-242-2216  
Toll Free - 888-653-7529

# PROPOSAL

Date: 10/15/2021

Proposal # 21495

Customer Phone: 3214318512

Payment Terms: Net 30

Customer Fax:

Proposal Valid Until: 11/14/2021

Organization: Baytree HOA  
8207 National Dr  
Melbourne, FL 32940

Project: Swings & freestanding

Baytree Golf  
Ship To: 8207 National Drive  
Melbourne, FL 32940

Prepared for: R. Bosseler

Sales Rep SR

## DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 23586

Excavation of 1620 Sqft at a 6" Depth.  
Backfill Borders.

TOTAL: \$4,843.80

INSTALLATION OF :

- Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)
  - Playcraft Systems - PC 2181-7 7ft Single Post AB (R, 2FB)
  - Playcraft Systems - PC 1905 Thunder Dome
  - (43) Borders
  - (1) Half Ramp
- Price includes Concrete for Footers and Removal of Site Spoils (24 CuYds)

TOTAL: \$7,885.00

INSTALLATION OF : Supply and delivery of ADA Wood Mulch: 60 cu. yd. for coverage area of 1620 sq.ft. at a depth of 12 inches

TOTAL: \$1,200.00

100% Financing Available - Flexible Terms  
Ask Your ARC Sales Representative For More Information

**Subtotal**

**Sales Tax (0.00)**

**TOTAL**

Signature: \_\_\_\_\_ Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3125 Skyway Circle  
 Melbourne, FL 32934  
 Phone 1-321-775-0600 Fax 1-321-242-2216  
 Toll Free - 888-653-7529

# PROPOSAL

Date: 10/15/2021

Proposal # 21495

Customer Phone: 3214318512

Payment Terms: Net 30

Customer Fax:

Proposal Valid Until: 11/14/2021

Organization: Baytree HOA  
 8207 National Dr  
 Melbourne, FL 32940

Project: Swings & freestanding  
 Baytree Golf  
 Ship To: 8207 National Drive  
 Melbourne, FL 32940

Prepared for: R. Bosseler

Sales Rep SR

## DESCRIPTION

Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$1,500.00

**INCLUSIONS:**

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

**EXCLUSIONS:**

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

**PROJECT NOTES:**

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

100% Financing Available - Flexible Terms  
 Ask Your ARC Sales Representative For More Information

**Subtotal** \$15,428.80

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

**Sales Tax (0.00)** \$0.00

**TOTAL** \$15,428.80

Signature: \_\_\_\_\_ .. Print Name/Title: \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



**Advanced Recreational Concepts, LLC**

3125 Skyway Circle  
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal**

**Organization** Baytree HOA  
8207 National Dr  
Melbourne, FL 32940

**Prepared For** Richard Bosseler  
**Ship To** Baytree Golf  
8207 National Drive  
Melbourne, FL 32940

**Date** 10/15/2021  
**Quotation #** 23586  
**Prepared By** Seamus Rowe  
**Payment Terms** Net 30  
**Prices Valid Until** 11/14/2021  
**Project Name** Swings & freesstanding  
**Customer Phone** 3214318512  
**County** Brevard

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 21495				0.00
	>>>> PLAYCRAFT <<<<<<				0.00
A2-2181-7-2B	Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)	1		1,561.00	1,561.00T
A2-1905	Playcraft Systems PC 1905 Thunder Dome	1		7,462.00	7,462.00T
A2-2181-7-2B	PC 2181-7 7ft Single Post Swing (2B)	1		1,561.00	1,561.00T
	PC 2181-7 7ft Single Post AB (R, 2FB)	1		1,518.00	1,518.00T
Freight	Freight	1		2,800.00	2,800.00
	Florida Signed and Sealed Drawings (3 Sets)	1		1,000.00	1,000.00
	CALCULATIONS provided.				
	Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		1,365.00	1,365.00T
	>>>> WOOD MULCH AND FILTER FABRIC <<<<				
	Filter Fabric - Delivery and Installation: 2160 Sq.Ft. (incl. 25% for overlap) @ \$0.47 per Sq.Ft.	2,160		0.47	1,015.20T
Wood Mulch	Supply and delivery of ADA Wood Mulch: 60 cu. yd. for coverage area of 1620 sq.ft. at a depth of 12 inches	1		4,400.00	4,400.00T
	Freight - Mulch	1		300.00	300.00
	>>>> BORDERS <<<<<<				0.00
APS-Border12"	12" APS Playground Border	43	ea	39.95	1,717.85T
	APS Half Ramp	1		475.00	475.00T
	Commodities Surcharge - Border Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		122.00	122.00T

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**Subtotal**  
**Sales Tax (0.0%)**  
**Total**

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



**Advanced Recreational Concepts, LLC**

3125 Skyway Circle  
Melbourne, FL 32934

Phone: 321-776-0605 / Fax: 321-242-2216

**Proposal**

**Organization** Baytree HOA  
8207 National Dr  
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**Prepared For** Richard Bosseler  
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**Prepared By** Seamus Rowe  
**Payment Terms** Net 30  
**Prices Valid Until** 11/14/2021  
**Project Name** Swings & freesstanding  
**Customer Phone** 3214318512  
**County** Brevard

Product ID	Description	Qty	U/M	Price	Total
Shipping	Shipping and Handling via Common Carrier	1		700.00	700.00
	Special Project Discount			-1,426.05	-1,426.05
				0.00	0.00

100% Financing Available – Flexible Terms  
 Ask Your ARC Sales Representative For More Information

**Subtotal** \$24,571.00  
**Sales Tax (0.0%)** \$0.00  
**Total** \$24,571.00

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



**Baytree**  
**TOP VIEW**

**ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE**

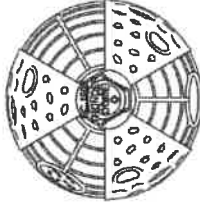
ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0	

**FOR KIDS**  
**AGES**  
**5-12**

**GENERAL NOTES:**

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSCS Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: 1  
PROJECT#: 0000  
DATE: 10/8/2021

PLAYCRAFT REP:

**Advanced Recreational Concept:**

MIN. USE ZONE: 23' x 23'

**Baytree  
TOP VIEW**

**ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE**

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	4/0	1/0

**FOR KIDS  
AGES  
5-12**

**GENERAL NOTES:**

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: 2  
PROJECT#: 0000  
DATE: 10/8/2021

PLAYCRAFT REP:  
**Advanced Recreational Concept:**

MIN. USE ZONE: 36' x 27'

# Baytree SITE PLAN

## ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP	ACCESSIBLE	GROUND	TYPES
0	0/0	0	5/0	2/0	

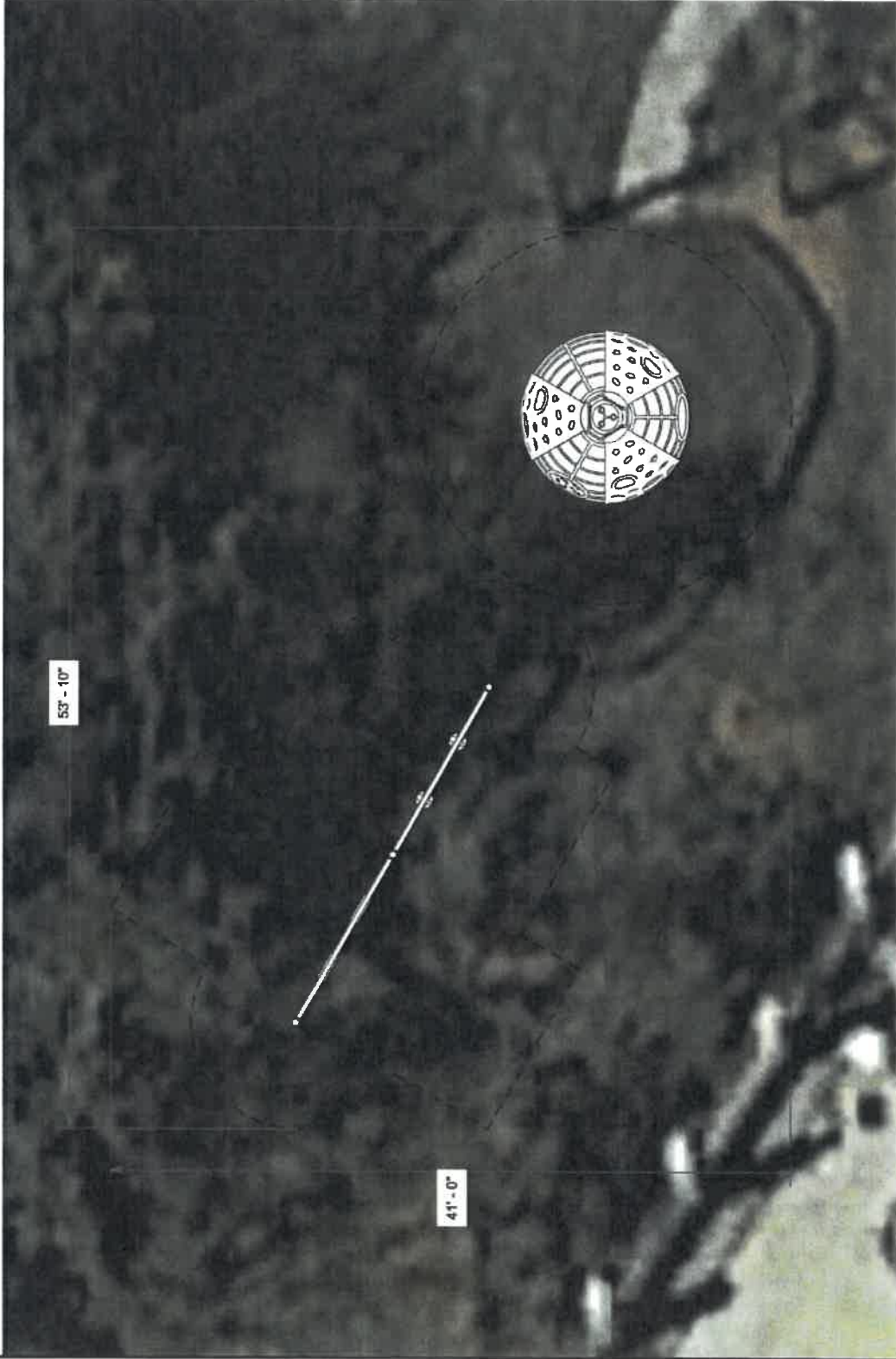
**FOR KIDS  
AGES  
5-12**

### GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 0000  
DATE: 10/8/2021

MIN. USE ZONE: 54' x 42'

PLAYCRAFT REP:  
**Advanced Recreational Concepts**