










Pricing

Ave Maria Stewardship:

Grounds Management:

-  Mowing, Edging, string trimming and Blowing hard surfaces and debris
-  Bed Weed Control
-  Pruning Shrubs and Groundcover
-  Turf Fertilization, Insect and Weed Control
-  Shrub and Groundcover Fertilization and Insect Control
-  Monthly visual inspection of all irrigation heads, controllers, valves and sensors
-  Monthly cleaning of irrigation heads (as needed)
-  Monthly written irrigation report
-  All services listed above will correspond to the Exhibit A, B Landscape Specifications as provided.

Landscape Management Cost:

	Monthly Cost	Yearly Cost
Stewardship	\$38,729.25	\$464,751.00
Grand Total	\$38,729.25	\$464,751.00

An example of our Landscape Management Contract with terms are specified on the subsequent pages along with Exhibit A, B.

Commercial Grounds Management
A division of the Davey Tree Expert Company

2775 Burris Road, Suite 7B ♦ Davie, Florida 33314 ♦ Office 954.916.9566 ♦ Fax 954.370.9446

DAVEY

Proven Solutions for a Growing World



PROPOSAL TO:

Ave Maria Stewardship District

SERVICE ADDRESS:

5076 Annunciation Circle #103
Ave Maria, Florida 34124

Maintenance Services

DETAILED

A. TURF MAINTENANCE

Mowing — All services will be done in conjunction with the attached specifications as provided by the association, Exhibit A,B

Power edging and trimming — We will perform power edging to maintain a crisp, tailored appearance along hard surfaces such as concrete curbs, walks and driveways as needed.

Fertilization and Weed Control — We customize our applications to meet the specific requirements of your turf and the season to maintain a healthy appearance. Pre- and post-emergent herbicides will be utilized to control weed and grass growth in mulch beds, cracks of curbs, parking areas and other visible non-turf areas. Hand weeding will be performed when needed to remove larger weeds.

We will fertilize all lawn areas **4 times per year** with a properly balanced fertilizer to provide 1 to 2 pounds nitrogen per thousand square feet. All fertilizers will contain a minimum of 25% slow release nitrogen and will contain proper levels of iron and trace elements. Apply (2) applications of insect control per year to all St. Augustine areas for the control of chinch bugs and sod webworms. Integrated pest management practices will be observed and spot treatments for surface insects and disease control will be applied at no additional cost. Apply a selective broadleaf weed control product along with the spring and fall applications.

All services will be done in conjunction with the attached

specifications as provided by the association, Exhibit A,B

TREE – SHRUB NUTRITION & PEST CONTROL

Fertilize all plants using a fertilizer with a balanced (N-P-K) ratio plus trace elements and iron during April and October. Fertilize all palms (excluding Cabbage palms) with a special palm fertilizer containing Mg, Mn and Fe during March and October. Apply plant insect and disease control as needed.

Davey Tree will identify and make known to the client the chemicals used on the property and will provide MSDS as requested. Davey Tree will post a chemically treated areas or chemical treatment signs as required by law or as reasonable requested by the client.

All services will be done in conjunction with the attached specifications as provided by the association, Exhibit A,B



Maintenance Services

DETAILED

B. SHRUB AND BED MAINTENANCE

Weed Control — Pre- and post-emergent herbicides will be utilized to control weed and grass growth in mulch beds, cracks of curbs, parking areas and other visible non-turf areas. Hand weeding will be performed when needed to remove larger weeds.

Shrub Pruning — Shrubs and groundcover will be pruned according to industry standards, plant type and design intent to shape new growth and remove dead branches.

C. IRRIGATION SERVICES

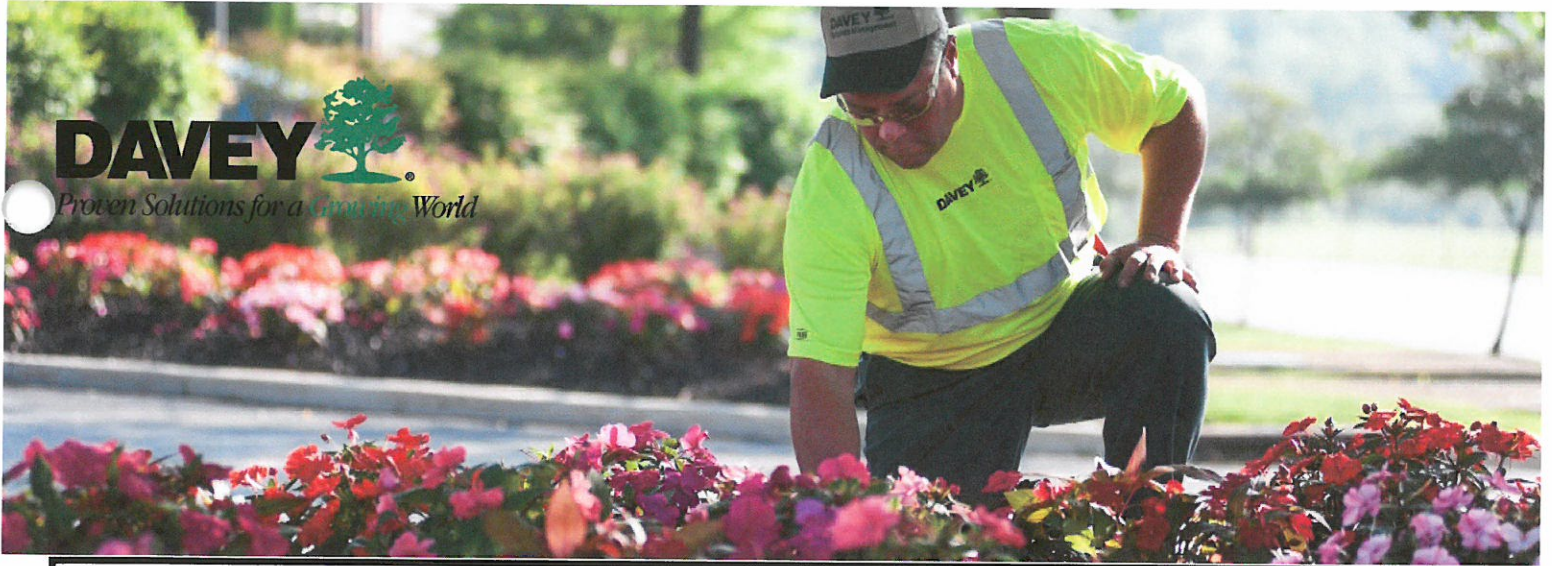
Monthly visits — Check clocks and valves one time per month to insure proper operation. Adjust and clean sprinkler heads as needed, perform minor repairs.

This includes turning on the water source, setting the controller for a regular watering schedule, inspecting zones and making minor adjustments to heads. A report of necessary repairs or improvements will be provided.

We will inspect and adjust heads and watering frequency based on monthly conditions throughout the year.

Repairs and/or improvements will be made with written approval at time and material **rates of \$50 per labor hour, plus material costs.**





ADDITIONAL SERVICES

Pest Management — All shrubs and ornamental trees will be inspected for damaging insects and deficiencies four times throughout the season and provide a written report to the Property Manager on the type of treatment needed. Davey Tree will identify and make known to the client the chemicals needed on the property and will provide MSDS as requested. Davey Tree will post a “chemically treated area” or “chemical treatment” sign as required by law or as a reasonably requested by the client.

Litter Control — Collect trash and debris during each visit. Monitor the entire site for any landscape irregularities and recommend action to correct.

Upon request, Davey would be pleased to offer quotations on any project not included in this scope that may be included in the following list of services rendered.

Landscape design and installation.

Drainage system design and installation.

Grading, sodding, plugging and seeding.

Tree trimming and removal.

Bush Hog mowing.

Tree injection and surgery.

Borer control on trees.

Horticultural consulting.

Aquatic weed and algae control.

Palm Pruning



PRICING AND PAYMENT TERMS

Opt 1: Total Program Cost: \$464,751.00

Monthly Billing: Total Program Cost can be invoiced in equal monthly installments over 12 months from June 1, 2015 to May 31. Cost per month: \$38,729.25

AUTHORIZATION

We, the undersigned client, have read and agree to the above grounds management proposal and accept its terms. Davey is authorized to proceed pursuant to this contract.

Accepted by:

Ave Maria Stewardship District

Authorized Signature

Date

Proposed by:

The Davey Tree Expert Company

Authorized Signature

Date



Scope of Work

Schedule A

GENERAL WEEKLY SERVICES LANDSCAPE MAINTENANCE SPECIFICATIONS

1. Mowing of all turf areas one time per week during the months of April - October. Once every other week during the months of November - March (38 MOWS). The height of the cut will be set at approximately four inches. Mowing along Canal will be to the waters' edge. If mowers cannot reach the waters' edge during mowing the string trimmers will finish to the waters' edge.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces one time per week during the months of March - November, and once every other week during the months of December - February. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger. Debris to be removed by a gas blower.
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means. String trim to waters' edge once per month.
4. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being dependent upon the desired appearance. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. The frequency established to completely detail the entire property is once every 4-6 weeks.
5. Trees in pedestrian walkway areas will have a clearance maintained up to seven feet in height. Trees along roadways, entrances and driveways will have a clearance maintained up to fifteen feet in height.
6. Palm trees up to fifteen feet will be trimmed of excess fronds and cleaned of unwanted seed pods and debris during the sectional rotation and palms out of rotation with unwanted fronds. Pods will be trimmed as needed. Trimming of palm trees exceeding fifteen feet of clear trunk and all specimen palms that require added equipment or special techniques shall be included as a special service at an additional cost.
7. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements are to be kept clean of unwanted landscape debris by the use of forced air

machinery.

8. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under the agreement, but can be accomplished under a separate work order, if it should become necessary.

9. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems with positive findings being reported. If broadened responsibility is required under a turf care or tree/shrub care program, immediate steps should be taken to rectify the problem. In the event such programs are not in force, an estimate will be provided based on time and materials needed for an effective treatment, as indicated in Schedules "B" and "C", if applicable.

10. The installation of bedding plants as well as the labor and materials necessary to replenish mulch, bark, or chips to plant beds can be included as a special service at an additional cost.

11. The monitoring, cleaning, and adjustment of all irrigation system components on the property are to be included.

Schedule B

TURF CARE PROGRAM

All services are to be backed with unlimited service calls at no additional charge (48 hour response time).

Bahia:

MONTH

APPLICATION

February: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

June: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

October: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

Schedule C

TREE/SHRUB CARE PROGRAM

All services are to be backed with unlimited service calls at no additional charge (48 hour response time).

MONTH

APPLICATION

March: Fertilizer all plant material and check and treat for insects and disease.

September: Fertilizer all plant material and check and treat for insects and disease.

Plant material will be inspected monthly and will be treated for insect and disease, as needed for the term of the contract.

Schedule D

IRRIGATION MAINTENANCE

1. FREQUENCY OF SERVICE:

The Contractor shall perform the following services twelve (12) times per year, for the duration of the contract:

2. SERVICE SPECIFICATIONS:

- a.) Activate each zone of the existing system.
- b.) Visually check for and report any damaged heads or ones needing repair.
- c.) Clean or adjust any heads not functioning properly.
- d.) Report any valve or valve box that may be damaged.
- e.) Leave areas in which repairs or adjustments are made free of debris.
- f.) Adjust controller to the watering needs, as dictated by weather conditions.

Exhibit A

Minimum Specifications for

Landscape Maintenance

_____ hereinafter sometimes referred to as the Contractor, and Ave Maria Master Association, Inc., hereinafter referred to as the Association, and may enter into an Agreement for landscaping maintenance services. At a minimum, those services will be performed in accordance with the following terms, conditions and specifications. To the extent that there is a conflict between the actual contract and these specifications, these specifications shall prevail.

I. CONTRACTOR QUALIFICATIONS

A. The Contractor hereby affirms that it is in the business of providing services for Landscaping maintenance; that it has the necessary equipment, staff and resources to perform such services; that it is familiar with and does and will conduct its services in full compliance with all federal, state and local regulations regarding the conduct of its business and shall pay all fees imposed by any governmental entity; and that it is authorized to do business in the jurisdiction of the Association.

B. The Contractor shall, at his cost and expense, maintain proper insurance. Such insurance at a minimum shall include: i) Workers' Compensation as required by law; ii) Comprehensive General Liability and Property Damage liability in an amount at least \$1,000,000 combined/single limit for each accident or occurrence; iii) vehicle liability in the amount of \$1,000,000 for bodily injury/property damage per occurrence. Vehicle liability shall include owned, hired and non-owned vehicles; and iv) Employer Liability insurance, with an accident limit of \$100,000, a disease policy limit of \$500,000 and a disease limit for each employee of \$100,000. Any insurance shall name the Association and Ave Maria Development Corporation, Pulte Homes, Inc., their subsidiaries and affiliates, as "Additional Insured" and shall provide that the policy may not be cancelled or terminated without at least thirty (30) days prior written notice. The above-described insurance shall be maintained throughout the entire term of this Agreement. A certificate or copy of the insurance policies shall be delivered by the Contractor to the Association prior to commencement of any activities by the Contractor pursuant to this Agreement. The Contractor hereby further covenants that all employees and sub-contractors shall be properly insured pursuant to the terms of this Agreement. The Contractor shall promptly notify the Association in the event of any occurrence of accident harming life, limb or property caused by its actions.

II. CONTRACTOR RESPONSIBILITIES

A. Labor and Material. Contractor agrees to furnish all labor, machinery, equipment, etc., which are necessary to perform landscaping maintenance in accordance with the plans and specifications attached hereto as *Exhibit A* and incorporated herein by reference. All machines and materials shall be of such types and quality as to do the job without damage to any and all property of the Association, its members and tenants and their respective guests, licensees and invitees. All personnel shall be properly trained, licensed (if necessary), and conduct work in a professional

manner. The Contractor shall have a competent foreman in charge of the working crew(s) at all times.

B. Services. The services required are set forth in ***Exhibit A*** as referenced above. Such services are to be performed in a good and workman-like manner.

III. CHARGES AND PAYMENTS

Contractor shall indicate amounts due for labor and materials separately on all billing. Sales and use taxes charged to the Association for materials shall be indicated separately on billing, or it shall be indicated that sales and use taxes are not applicable. The Association shall pay to the Contractor all sales and use taxes charged to it that are applicable in the jurisdiction where services are being provided, and the Contractor shall be responsible for making all tax payments to the appropriate authorities. The contract price quoted shall be deemed inclusive of such taxes unless otherwise specified.

In return for the satisfactory delivery of services by the Contractor in accordance with this Agreement, the Association agrees to pay the Contractor a sum as set forth below:

Payments are to be made in arrears and shall be due and payable within 20 days after the Association's receipt of monthly invoice from Contractor. A service fee of five percent (5%) shall apply to any payment received more than 30 days after the Association's receipt of Contractor's invoice.

IV. DURATION OF AGREEMENT

This Agreement shall commence on or about **June 1, 2015**, and shall terminate on **May 31, 2016**. This agreement shall self-renew for yearly periods on June 1st of each year unless either party shall give thirty (30) days written notice of their intent to terminate the contract. Either party may terminate this Agreement with or without cause and without penalty upon thirty (30) days written notice.

V. INDEMNIFICATION

The Contractor hereby agrees to defend, indemnify and hold harmless the Association, its Board of Directors, Agents, Ave Maria Development Corporation, Pulte Homes, Inc., CC Ave Maria Holdings, its subsidiaries and affiliates, members and their tenants and their respective guests, licensees and invitees for any claim whatsoever, including all costs and attorney's fees incurred arising out of Contractor's actions on the site. In the event of any claim under this indemnification, the Association reserves the right to select legal counsel to represent its interests.

VI. GOVERNING LAW

The laws of the State of Florida shall govern the interpretation and all matters relating to this Agreement.