

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND
BETWEEN AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
DAVEY TREE EXPERT COMPANY**

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of June, 2015, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida and located in Collier County, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District" or the "Owner"), and

The Davey Tree Expert Company, an Ohio corporation whose address is 2775 Burris Road, Suite 7B, Davie Florida 33314 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal attached hereto as **Exhibit A** and incorporated herein by reference (the "Proposal"), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Service Specifications attached hereto at **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative. All references herein, or in the exhibits hereto, to "District Manager" shall mean the District Manager or his or her representative.

(2) The Contractor agrees to meet with the District's representative upon request at least one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. **COMPENSATION; TERM.**

A. As compensation for services described in this Agreement, the District agrees to pay the Contractor twelve (12) monthly payments of Thirty Eight Thousand Seven Hundred Twenty Nine Dollars and Twenty Five Cents (\$38,729.25) for an annual total of Four Hundred Sixty Four Thousand Seven Hundred Fifty One Dollars (\$464,751.00), for one year. Work shall commence on June 2, 2015, and end June 1, 2016, unless terminated earlier in accordance with Section 13 below. At the end of the term set forth above, the District shall have the option, in its sole and absolute discretion, of extending the agreement for up to two additional one year (12 month) periods.

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the

report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

10. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. **TERMINATION.** The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice to the District. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

13. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

14. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Should the provisions of **Exhibit A** conflict with the express terms of this Agreement, the terms of this Agreement shall supersede the terms of **Exhibit A**.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties.

20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:

Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to the Contractor:

The Davey Tree Expert Company
2775 Burris Road, Suite 7B
Davie Florida 33314
Attn: JASON BASSLER

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

23. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

24. EFFECTIVE DATE. This Agreement shall be effective on June 1, 2015, and shall remain in effect until May 31, 2016, unless renewed or terminated in accordance with the provisions of this Agreement.

25. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

26. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

27. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as 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 each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

28. **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.

29. **FORCE MAJEURE.** Each party shall be excused from performance under this Agreement and shall have no liability to any other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delay caused by the other party or by an act of God, terrorism, civil disturbance, acts of the Government in either its sovereign or contractual capacity, natural disasters, or any other condition beyond Contractor's control.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**



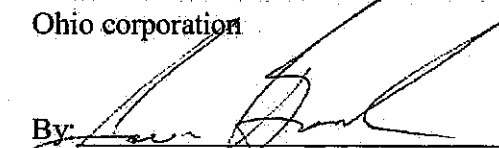
Secretary/Assistant Secretary



Chairperson, Board of Supervisors

**THE DAVEY TREE EXPERT COMPANY, an
Ohio corporation**

By: _____

By: 

Its: Regional Manager

Exhibit A: Contractor's Proposal

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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 (38MOWS). 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.

**DAVEY***Proven Solutions for a Growing World*

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



**DAVEY***Proven Solutions for a Growing World*

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

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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.
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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.

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TURF CARE PROGRAM

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

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TREE/SHRUB CARE PROGRAM

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Schedule D

IRRIGATION MAINTENANCE

1. FREQUENCY OF SERVICE:

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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 1000 CLEVELAND, OH 44114-1824 Attn: Cleveland.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
147001 COMM BASSL	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURED THE DAVEY TREE EXPERT COMPANY 1500 N. MANTUA ST KENT, OH 44240	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-004958733-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY 302374	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCL IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			MWTB 302373	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 302372-00 (AOS) (MN: Employers Liability only, Work Comp provided by W.C.R.A.)	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers' Compensation			MWXS 302375 (CA, OH, NC, PA, WA)	09/01/2014	09/01/2015	Employers Liability Limit \$1,000,000 Excess of \$5,000,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT C/O SPECIAL DISTRICT SERVICES INC., AVE MARIA MASTER ASSOCIATION, AVE MARIA DEVELOPMENT LLP, PULTE HOME CORPORATION, FIRSTSERVICE RESIDENTIAL, THEIR PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS IS(ARE) INCLUDED AS ADDITIONAL INSURED(S) AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND ONLY AS RESPECTS OPERATIONS PERFORMED ON THEIR BEHALF BY THE NAMED INSURED.

CERTIFICATE HOLDER AVE MARIA MASTER ASSOCIATION ATTN: LUISA ROSALES 5076 ANNUNCIATION CIRCLE #103 AVE MARIA, FL 34142	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Luann M. Glavac <i>Luann M Glavac</i>
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AGENCY CUSTOMER ID: 08670

LOC #: Cleveland

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED THE DAVEY TREE EXPERT COMPANY 1500 N. MANTUA ST KENT, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation Reinsurance Association (W.C.R.A.) as required by the state. Minnesota Employers Liability is covered by policy number MWC 302372-00. All above referenced Workers Compensation policies are Statutory. All Employers Liability limits are Each Accident; Disease - each employee; Disease - policy limit and are: \$5MM - policy MWC 302372-00; \$1MM, policy MWXS 302375 (excess \$5MM SIR). Policy MWXS 302375 excludes The Care of Trees, Wetlands Studies, and S&S Trees.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB 302373

Effective Date: 09/01/14

Expiration Date: 09/01/15

Named Insured: The Davey Tree Expert Company

Add the following to **SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, a.:**

any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

CA 385 014 0909

MWTB 302373

The Davey Tree Expert Company

09/01/2014 - 09/01/2015

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

CERTIFICATES OF INSURANCE

The cancellation wording on all Certificates of Insurance is amended to read: "Cancellation Clause replaced in its entirety by the following: In the event of 1) Cancellation for other than nonpayment of premium; or 2) Material change that restricts or reduces the Insurance afforded by any policy described above, the insurer affording coverage will mail notice 30 days before the date of cancellation or material change to the party named below."

CA 385 005 0909

MWTB 302373

The Davey Tree Expert Company

09/01/2014 - 09/01/2015

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

Insured may waive rights before or after a loss.

CA 385 011 0909

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET WHERE REQUIRED UNDER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an Insured any person, organization, state or other political subdivision, trustee or estate to whom you are obligated in written contract with respect to liability arising out of your operations or premises owned or rented to you;

Applies only to coverage and limits of insurance required by the written agreement, but in no event exceed either the scope of coverage or the limits of insurance provided by this policy; and

Does not apply to those for whom you have procured separate liability insurance.

GL 385 024 0909

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of Insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All Persons or Organizations as Required by Contract or Agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

CERTIFICATES - AMENDATORY ENDORSEMENT

THE CANCELLATION WORDING ON ALL CERTIFICATES OF INSURANCE IS AMENDED TO READ:

"CANCELLATION CLAUSE IS REPLACED IN ITS ENTIRETY BY THE FOLLOWING IN THE EVENT OF 1) CANCELLATION FOR OTHER THAN NONPAYMENT OF PREMIUM; OR 2) MATERIAL CHANGE THAT RESTRICTS OR REDUCES THE INSURANCE AFFORDED BY THIS POLICY, THE INSURER AFFORDING COVERAGE WILL MAIL NOTICE 30 DAYS BEFORE THE DATE OF CANCELLATION OR MATERIAL CHANGE TO THE PARTY NAMED ON THE CERTIFICATE."

FORM J

Page 1

**Policy No. MWC 302372 00
9/1/14 to 9/1/15**

INSURED COPY

POLICY NUMBER: MWC 302372 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.

DATE OF ISSUE: 09-05-14