

BELLAVITA AT GREEN TEE HOMEOWNER ASSOCIATION LANDSCAPE MANAGEMENT AGREEMENT

The Agreement made and entered into effective the 23rd day of October 2017, by and between BELLAVITA AT GREE TEE HOMEOWNER ASSOCIATION, INC, a Texas non-profit Corporation (herein referred to as the "ASSOCIATION", and Maldonado Landscape & Nursery a Texas Corporation, hereafter called "CONTRACTOR.

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR will provide landscape management services for the property of the ASSOCIATION which is located at 1548 North Riviera Circle, Pearland, TX 77581, hereinafter called the "PROPERTY".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **SCOPE OF SERVICE:** CONTRACTOR shall perform the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions and Scope Work. (See attached Exhibit "A" and Exhibit "B".)
2. **MATERIALS AND SUPPLIES:** CONTRACTOR will secure at its own expense personnel, equipment and materials required in performing services under this Agreement.
3. **COMPENSATION AND METHOD OF PAYMENT:** The ASSOCIATION agrees to pay CONTRACTOR as follows:

The cost for the landscape maintenance activities as described in the Landscape Maintenance Task Descriptions (Exhibit "A") and SCOPE OF WORK - TASKS TO BE PERFORMED (Exhibit "B") to be performed by CONTRACTOR as outlined in the PRICING SCHEDULE (Exhibit "C"), The pricing outlined in Exhibit C are exclusive of sales tax. CONTRACTOR WILL INVOICE FOR all sales taxes at the then-current rate established by applicable governing districts.

CONTRACTOR shall submit invoices to ASSOCIATION monthly for all services performed during the preceding calendar month. Invoices will detail services performed, and the cost for each service as outlined in Exhibit C. Contractor shall submit a standardized monthly report of the completed services as well as the status of ongoing services to the Ground Committee Representative(s) performed and communicating any maintenance needs (normal and/or exceptions) which may need to be performed.

All payments are due and payable to CONTRACTOR at the address stated herein on a Net 30 basis. Should ASSOCIATION default in the payment of any or all the amount due under this Agreement and such amount is collected by or through an attorney, ASSOCIATION agrees to pay all reasonable attorneys' fees.

4. **TERM OF AGREEMENT:** The term of this Agreement shall be for an initial period of twelve (12) months, beginning the 1st day of January 2018 and continue for an additional three (3) years, ending on December 31, 2021. At the end of the of the Agreement, the Agreement shall continue from month-to-month thereafter unless terminated pursuant to the provisions of Paragraph 6 herein.
5. **TERMINATION OF AGREEMENT:** ASSOCIATION shall have the right to terminate this Agreement for any reason by giving thirty (30) days written notice to CONTRACTOR of such termination. CONTRACTOR shall have the right to terminate this Agreement for any reason by giving 180 days written notice to the ASSOCIATION of such termination.

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6. IRRIGATION SYSTEM: CONTRACTOR agrees to monitor all automatic irrigation systems as to proper frequency and duration of supplemental watering pursuant to the schedule set forth in Exhibit "B". CONTRACTOR will promptly notify ASSOCIATION of any knowledge it has of any malfunction or damage to the irrigation system. The cost of any repair will be billed by the provider and paid directly by the ASSOCIATION. Should it be determined that damage is caused solely by the negligence of CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for the cost of such repair. Cost may be paid directly by CONTRACTOR or deducted by ASSOCIATION from any payment due CONTRACTOR.
7. MODIFICATION OF CONTRACT: This Agreement may not be modified, except in writing and signed by authorized agents of both CONTRACTOR and ASSOCIATION.
8. INSURANCE AND BOND: CONTRACTOR shall, at its sole cost and expense, maintain in effect at all times during the full term of this Agreement and as otherwise required under the Agreement, insurance coverage with limits not less than those set forth below in the Schedule of Insurance Coverage with insurance companies licensed to do business in the State of Texas, rated "A" or better by Best's Rating Guide and acceptable to the ASSOCIATION and under forms of policies satisfactory to the ASSOCIATION, its officers, directors, shareholders, partners, employees and agents (the ASSOCIATION, its officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnities"). All such policies shall be written on an occurrence (not claims made) basis.

Schedule of Insurance Coverage

Coverage	Minimum Amounts and Limits
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A). <u>Worker's Compensation</u> Worker's Compensation Employer's Liability	Statutory Limits \$100,000
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The policy shall include a Waiver of Subrogation in favor of the Indemnities.

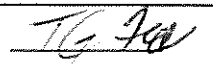
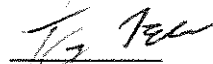
B). <u>Commercial General Liability</u> Bodily Injury Property Damage (Occurrence Basis)	\$1,000,000 each occurrence or equivalent, subject to a \$1,000,000 applicable to the Agreement
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This policy shall be on a form acceptable to the ASSOCIATION, endorsed to include the Indemnities as additional insured, contain a Waiver of Subrogation in favor of the Indemnities, and shall include the following coverage:

- 1). Premises/Operations
- 2). Independent Contractors
- 3). Completed Operations
- 4). Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement
- 5). Broad Form Property Damage
- 6). Personal Injury Liability with employee and contractual exclusions removed

C). <u>Comprehensive Automobile Liability</u> Bodily Injury Property Damage	\$1,000,000 combined single limit
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This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be endorsed to include the Indemnities as additional insured and contain a Waiver of Subrogation in favor of the Indemnities.

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D). Umbrella Excess Liability Insurance

Bodily Injury/Property Damage (Occurrence Basis)	\$1,000,000 combined single limit
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This policy shall be written on an umbrella excess basis above the coverage described in the policies above, endorsed to include the Indemnities as additional insured. In addition, the policy shall be endorsed to provide defense coverage obligations.

Evidence of Insurance: Certificates of Insurance issued by the insurance carrier must be furnished to the ASSOCIATION prior to CONTRACTOR commencing any work. Such Certificates of Insurance shall specify the additional insured status required by this Agreement, waivers of subrogation, that all broad form general liability coverage and other requirements set forth in this Agreement are provided, and shall state that the ASSOCIATION will be notified in writing thirty (30) days prior to the cancellation, change, reduction in coverage, or non-renewal of such insurance at ASSOCIATION'S address set forth on the sixth page of the Agreement.

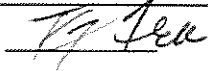
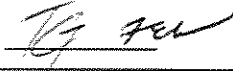
None of the requirements contained herein as to types, limits or ASSOCIATION's approval of insurance coverage to be maintained by CONTRACTOR is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by CONTRACTOR under the Agreement or otherwise provided by law.

Subcontractor's Insurance: Insurance similar to that required of CONTRACTOR shall be provided by all Subcontractors (or provided by CONTRACTOR on behalf of Subcontractor) to cover their operations performed under the Agreement. CONTRACTOR shall be held responsible for any modification in these insurance requirements as they apply to its Subcontractors, if applicable.

CONTRACTOR shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnities, as required herein, and make them available to ASSOCIATION upon request.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the ASSOCIATION and its officers, directors, members, employees and agents (the ASSOCIATION and its officers, directors, members, employees and agents are referred hereinafter collectively as the "ASSOCIATION and its Related Parties or Indemnities") against all claims, demands, suits, judgments, court costs, attorneys' fee attachments, and other legal action growing out of, resulting from or relating to loss of life, injury or damage to any person or property occurring in or about the facilities located at 1548 North Riviera Circle, Pearland, Texas 77581, resulting from or caused by any negligent or intentional act or omission of CONTRACTOR or its officers, directors, shareholders, partners, employees and agents (the CONTRACTOR and its officers, directors, shareholders, partners, employees and agents are hereinafter referred to collectively as the "CONTRACTOR and its Related Parties") for any breach by CONTRACTOR or its Related Parties of this Agreement. CONTRACTOR shall not indemnify the ASSOCIATION as above set forth for any negligent or intentional act or omission of ASSOCIATION or any of its Related Parties. CONTRACTOR is liable for any direct or consequential damages to ASSOCIATION's property resulting or caused by any negligence, act or omission of CONTRACTOR and its Related Parties.

The CONTRACTOR hereby waives all claims, rights of recovery, and causes of action that CONTRACTOR or any party claiming by, through or under CONTRACTOR may now or hereafter have by subrogation or otherwise against the ASSOCIATION or any of Related Parties for any loss or damage (including loss of life, injury or damage to any person or property) occurring in or about the facilities located at the PROPERTY except if caused by the gross negligence or willful misconduct of the ASSOCIATION or its Related Parties, to the extent that same have been insured against under the terms of the CONTRACTOR'S general liability insurance policy; provided, however, that the waiver set forth in this section shall not apply to any deductible on the insurance policy carried by the CONTRACTOR.

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9. ACTS OF GOD: Notwithstanding anything above to the contrary, in the event that the performance of CONTRACTOR or its services hereunder is interrupted or delayed by extenuating circumstances beyond human control, such as acts of God (rain, freeze, flood, hurricane, war, riots, etc.), the CONTRACTOR shall be excused from providing such services prescribed in this Agreement for such a period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
10. No Joint Venture, Partnership, Agency, Etc.: This Agreement shall not be construed as in any way establishing a partnership, a joint venture, an express or implied agency, or an employer-employee relationship between the ASSOCIATION and CONTRACTOR, or as giving CONTRACTOR any type of property interest in the Property.
11. NO WAIVER OR AMENDMENT: The ASSOCIATION shall not be deemed to have consented to or waived any provision of this Agreement unless any purported consent or waiver is expressly set forth in writing and signed on behalf of the ASSOCIATION. No consent or waiver by ASSOCIATION, express or implied, to or of any breach of any covenant, condition, or duty of CONTRACTOR shall be construed as a consent to or waiver of any subsequent breach of the same or breach of any other covenant, condition or duty.
12. CONTRACTOR'S AUTHORITY: CONTRACTOR represents and warrants to the ASSOCIATION (i) that CONTRACTOR has full power, right and authority to enter into this Agreement and to perform each and all of its duties and obligations hereunder, (ii) that this Agreement does not contravene any provision of law, indenture or agreement binding on CONTRACTOR, and (iii) that it is fully qualified and licensed, to the extent required by local law, to perform all the obligations and duties assumed by CONTRACTOR hereunder, and CONTRACTOR agrees to comply with all such laws now or hereafter in effect.
13. NOTICES: Any notice, demand, report, consent, instruction, approval, waiver or other communications (collectively "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this writing, signed by the party giving such Notice, and delivered personally to the other party or by registered or certified mail of the United States Postal Service, return receipt requested, postage or delivery charge prepaid, addressed to the other party as follows (or to such other address as either party may designate by notice to the others):

To Manager:

Severn Trent
Attn: Katie Ivanics
2002 West Grand Parkway North, Suite 100
Houston, Texas 77449

To the ASSOCIATION:

BELLAVITA AT GREEN TEE HOMEOWNER ASSOCIATION, INC.
c/o Severn Trent
1548 North Riviera Circle
Pearland, TX 77581

With a Copy to Contractor:

Maldonado Nursery & Landscaping, Inc
Attn: Thadd Goettsch
16348 Nacogdoches Rd
San Antonio TX 78247

Notices shall be deemed given when received, but if delivery is not accepted, on the earliest of the date delivery is refused or the third business day after the same is deposited with the United States Postal Service or by express carrier.

14. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
15. INVALIDATION: Invalidation or unenforceability of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
16. CAPTIONS: The captions or headings of this Agreement are for convenience of reference only, and in no way, define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.
17. LIMITATION OF LIABILITY: Anything to the contrary in this Agreement notwithstanding, CONTRACTOR agrees that it will look only to the ASSOCIATION'S estate and interest in and to the property for the collection of any judgment or other judicial process requiring the payment of money by the ASSOCIATION in the event of a breach or default by the ASSOCIATION under this Agreement; no other property or assets of the ASSOCIATION or of any officer, director, or member of the ASSOCIATION shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment or other judicial process. It is intended by the foregoing that neither the ASSOCIATION nor any officer, director, or member of the ASSOCIATION shall have any personal liability hereunder.
18. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

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EXHIBITS ATTACHED:

- A. LANDSCAPE MAINTENANCE TASK DESCRIPTIONS
- B. SCOPE OF WORK - TASKS TO BE PERFORMED
- C. PRICING SCHEDULE
- D. Area Maps to be inserted I final version
 - D-1 – Perimeter and Common Area Mowing
 - D-2a – Mulch map - common area
 - D-2b – Mulch map – Association entrance

EXECUTED by the parties hereto on the day and year first above written.

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CONTRACTOR:

Signature: [Handwritten Signature]

VP of Operations, MALDONADO NURSERY & LANDSCAPING, INC.

Name (printed): Thadd Goetsch,

Its VP of Operations

Date 10/23/2017

Federal Tax ID#: 74-259-3871

ASSOCIATION:

Signature: [Handwritten Signature: Dianne Clement]

President, BELLAVITA AT GREEN TEE HOMEOWNER ASSOCIATION, INC.

Name (printed): Dianne Clement

Its dc, President, HOA

Date 10-25-17

ASSOCIATION:

Signature: [Handwritten Signature]

Board Member, BELLAVITA AT GREEN TEE HOMEOWNER ASSOCIATION, INC.

Name (printed): Frederick (Fritz) Ring

Its Director full

Date 10-25-2017

LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

EXHIBIT "A"

1. QUALITY CONTROL

A. The following schedule of inspections shall be adhered to for at least the first 6 months of production under the contract:

- Maldonado assigned Account Manager: 4-6 hours daily
- Maldonado Division Manager: Weekly site inspection
- Maldonado Corporate Manager: biweekly for inspection

In addition to the above, Contractor to provide at a minimum a Monthly Review with BellaVita Grounds Committee and/or Board of Directors throughout the term of the agreement.

2. TURF CARE

A. **MANICURED MOWING:** All turf areas contained within the specific management area shall be accomplished so as to provide a uniform cutting height of " above soil level of turf, being careful not to remove more than one-third (1/3) of the turf blade at any given mowing frequency. All mowing to be completed according to industry standards and in accordance to weather and growing conditions. All turf clippings shall be removed via mowing bagging attachments.

B. **MANICURED EDGING:** Curbs, sidewalks, and bollards within specified areas shall be edged with steel blade equipment. All other edging, i.e. around fences, flower beds will be trimmed using the appropriate trimming equipment. All edging debris shall be removed by choice of blower, vacuum and/or broom, etc.

C. **MANICURED SOIL BED EDGING:** Soil bed shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edger is to be used.

D. **MANICURED SOIL TREE RING EDGING:** Soil around tree ring shall be edged to maintain a vertical line of separation from surrounding turf. Appropriate edger tool is to be used.

E. **TURF TRIMMING:** Monofilament trimmers or equipment as appropriate are permitted wher appropriate including light poles, fire hydrants, irrigation vacuum breakers, foundations, and metal fences.

F. **TURF AERATION:** Turf Aeration, if requested, will be coring, 3" to 4" in depth and 6" on center with cores left on turf for decomposition.

G. **DETHATCHING:** Dethatching, if requested, will be performed in correlation with aeration with full removal of thatch from project site.

H. **TURF WEED CONTROL:** Turf areas will be monitored closely by Contractor throughout the growing season. Broadleaf weed control is a routine part of the contract.

I. **INSECT AND DISEASE INSPECTION:** All turf areas will be closely monitored by contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to ASSOCIATION for approval prior to implementation.

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3. SHRUB AND GROUND COVER CARE

- A. PRUNING (Shrub): All shrubs shall be hand pruned to remove dead and damaged wood to allow for natural development of plant material and to create the effect intended by nature and/or design. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.
- B. PRUNING (Ground Cover): All ground cover shall be trimmed mechanically either by hand or power equipment, keeping vertical growth at a maximum height of 8" and holding horizontal growth from encroaching sidewalks, curbs, etc. (KEEP IN BOUNDS)
- C. SHRUBS AND GROUND COVER FERTILIZATION: A balanced fertilizer will be used according to the needs of the property. A minimum of five (5) pounds per 100 square feet is defined for bid purposes. All applications will be applied immediately after mowing frequency.
- D. INSECT AND DISEASE INSPECTION: All shrubs and ground cover will be closely monitored by Contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to ASSOCIATION prior to implementation. Insect and disease control is an extra to the ASSOCIATION.

4. FLORAL CARE

- A. WEED REMOVAL: All seasonal beds are to be weed free at all times. Manual removal is required to sustain a high visual profile.
- B. FERTILIZATION: Additional fertilization may be necessary to guarantee proper growth and flower production. Fertilization should be applied at industry standards to promote proper growth. Additional fertilization must be approved by the Association Landscape Committee representative.
- C. INSECT AND DISEASE INSPECTION: All floral areas will be closely monitored by Contractor. Insect and disease control shall be a responsibility of Contractor and is included in contract.

5. SOIL BED AND TREE RING CARE

- A. WEED CONTROL: The use of pre- and post-emergent herbicide is allowed. Hand weeding will be performed in accordance with Exhibit "B".
- B. MULCH CONTROL: Applications of composite shredded bark mulch will be applied at an average 2" depth standard or industry standard, whichever is most appropriate, and will be performed as agreed in accordance with Exhibit "B". Mulch around trees shall be at industry standard.

6. MISCELLANEOUS CARE

- A. SPRAY LINES: Hardscape areas, i.e. concrete and expansion joints, bumper stops, etc., shall be sprayed with a contact herbicide to eliminate weed growth in and around these areas without damaging surrounding turf and/or plant material, keeping in mind all safety precautions during applications.

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- B. FIRE ANT CONTROL: Fire ant manifestations shall be treated by Contractor when observed during the performance of landscape maintenance tasks, as a routine service by Contractor.
- C. IRRIGATION: The irrigation system will be inspected monthly as noted in Exhibit B. Check clock setting, clock operation, head elevation and coverage, valve function, vacuum breaker, and that all heads are intact and secure.
- D. PLANT MATERIAL DISPOSITION: All dead plant material, clippings and other debris will be removed and disposed of by Contractor at the end of each visit to the property.

7. ENERGY RESPONSE

- A. The ASSOCIATION will appoint individuals to have access to the "on call" list for our Houston Market. The CONTRACTOR assigned manager will respond to emergencies within 1-2 hours of notification (sooner if possible). The ASSOCIATION staff will also have the chain of command call list, which includes CONTRACTORS regional manager and vice-president information.

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EXHIBIT "B"

SCOPE OF WORK TASKS TO BE PERFORMED

CONTRACTOR shall perform the following activities as noted in the BV RFP and as outlined below.

The requested services are outlined in this document which include services for Homeowner residences, Common Areas, and Property Perimeter and Lake Areas which are defined as follows:

- Homeowner Residences: All front and side yards to the fence of all homeowner units.
- Common Areas: Includes all real property and easements owned by the association including:
 - the clubhouse grounds;
 - entrance to the subdivision;
 - grounds adjacent to the water in the retention pond, hereinafter referred to as lake, up to the lake sidewalk including the land between the large and small lake
 - lake
 - various lots; and
 - mailbox areas.

See Exhibits D-1, further clarification.

- Property Perimeter: a specific common area outside the subdivision fences. The Perimeter is outlined in Exhibit D-1.

Each of these will be further defined and work outlined in the sections below.

A. REQUIREMENTS FOR ASSOCIATION RESIDENCES, COMMON AREAS AND PERIMETER

a. Lawn maintenance

- i. Mowing of clubhouse area, all common areas and residential front yards, shall be mowed, edged and trimmed 41 times per year per industrial standards considering seasonal conditions.
- ii. Perimeter mowing shall be at a minimum as outlined in Exhibit D-1 or to existing brush line as applicable. With respect to the West perimeter which will be mowed to a 20 to 25-foot-wide strip or to the existing brush line. Mowing to be 12 times per year or as season requires.
- iii. Mowing of lake area shall be mowed, edged and trimmed 21 times per year
- iv. Litter shall be removed from all lawn areas before mowing.
- v. Edging shall be done evenly every mowing and shall include all lawn areas, headers and other structures. Grass growth against buildings, trees, sprinkler heads and other structures shall be trimmed with every mowing.
- vi. Landscape debris shall be removed from HOA premises and properly disposed. Contractor will take appropriate care to ensure that debris is not blown into storm sewers and retention ponds/lake.
- vii. Grates in French drains should be cleared of lawn mowing debris.

b. Fertilization, Lawn Weeds, Insects and Disease Control

The following shall apply to all homeowner front yards, clubhouse and annex area.

- i. Fertilizer shall be applied three (3) times per year typically in March, July and September which may vary due to weather and grass conditions.
- ii. Application of fertilizer shall be done in accordance with fertilizer manufacturer instructions or standard industry practice, which will yield optimal grass growth results in the professional judgment of the Contractor.

- iii. Insect and Disease control shall be applied as required and agreed with the Association Grounds Committee representative. Application will be in accordance with manufacturer instructions or standard industry practice.
- iv. Sporadic brown patch treatment as needed would not be an additional charge.
- v. Contractor shall notify the Grounds Committee contact person two (2) weeks prior to fertilization, disease and insect control and notify homeowners by posting signage inside and outside the front gates to the subdivision two days in advance including notification to water afterwards if required.
- vi. Liquid weed control shall be applied on weeds and grass in hard surfaces including sidewalks and parking lots areas as required.
- vii. Weeds in flowerbed areas and residential driveways shall be pulled out by hand 41 times per year and removed from the premises and properly disposed.
- viii. Ant mounds shall be treated where needed. Dead ant mounds to be broken down to original grade.
- ix. Other insect and disease treatment shall be applied as often as lawn conditions require said treatment. Application shall be done in accordance with the treatment manufacturer's instructions. Examples are not limited to Brown Patch and Web Worms.

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c. Shrub Maintenance

- i. Shrubs shall be trimmed as follows:
 - 1. Common areas – eight (8) times per year.
 - 2. Residences front yard non-flowering shrubs shall be trimmed 4 times per year and included in standard monthly report.
- ii. Crepe Myrtles in the common, perimeter and lake areas shall be trimmed and shaped annually in February upon instruction by the Grounds Committee representative.
 - 1. Crepe Myrtles on homeowner residences' property are the sole responsibility of the residential homeowner.
- iii. Resident's flowering shrubs shall not be trimmed unless personally approved by homeowner at time contractor is trimming non-flowering shrubs or through a Clubhouse work order. HOA provided trimming of the flowering shrubs is limited to the resident's front yard only and no more than 4 times per year.
- iv. Trimming of the shrubs is limited to the accessibility from the ground without a ladder or other climbing device.

d. Mulch

- i. Flower beds and tree areas shall be thoroughly cultivated and mulched to industry standards once per calendar year typically between January and March. Weeds to be pulled before the new mulch is applied.
- ii. Mulch in common areas will be in accordance with the areas outlined in Exhibits D-2a and D-2b.
- iii. Mulch for the residences will be applied one time per year to front flower and tree beds only.
- iv. Association reserves the right to defer annual applications as requested by representative of the Grounds Committee.
- v. CONTRACTOR shall post signage inside and outside the front gates to the subdivision two days in advance of mulching of resident yards.

B. ADDITIONAL REQUIREMENTS FOR HOMEOWNER RESIDENCES, COMMON AREAS AND PERIMETER

- i. Clubhouse, parking area, common areas including lake walk areas shall be serviced weekly to assure proper debris pick up, safety, and aesthetics are maintained. If needed,

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- these issues should be brought to the attention of the Clubhouse staff (safety issues) or the Grounds Committee representative (aesthetic issues).
- ii. Seasonal flowers color change shall be installed in common areas as requested and agreed by the Grounds Committee representative or designee up to three (3) times per year.
 - iii. Irrigation system including Clubhouse, parking area, and common areas including lake area shall be checked once per month and cleaned as well as repaired as necessary.
 1. If repair is required and is expected to exceed \$200.00, Contractor will seek approval from the Grounds Committee Representative or designee prior to commencement of repair.
 2. Contractor shall assure sprinkler system controllers are checked a minimum of once per month and adjusted as necessary to meet weather (seasonal) conditions and to ensure the units are functioning properly and there is adequate irrigation coverage.
 3. It should be noted that in addition to the Irrigation Controllers outlined in Attachments 6 and 8, there is an irrigation controller in the Annex building and an additional controller for the Lake area. This controller is attached to few zones around the Annex. There also is controller located at 2315 S. Capri Drive which controls irrigation to the vacant lot next to this residence. (not included in the maps). All of these need to be checked monthly.
 - iv. Gutters on the Clubhouse and Annex shall be cleaned a minimum of once a year typically at the end of each calendar year as weather conditions dictate.

C. ADDITIONAL HOMEOWNER SPECIFIC REQUIREMENTS

- i. Homeowner front gutters (only) shall be cleaned a maximum of once a year when requested by a service order generated by the homeowner through the BV clubhouse desk.
- ii. Homeowner sprinkler systems (originally installed equipment only) shall be checked/repaired by a service request generated by the by the homeowner through the BV clubhouse desk. These routine repairs will be the expense of Association.
- iii. Resident Back yards (behind the fences) are a resident requested optional service to be offered by the selected contractor. It should be noted that approximately 80% of homeowners use this service. For residents who elect to use this service, the contractor will be expected:
 1. Mow and trim the back yards on the same day the resident's front yard is mowed and trimmed.
 2. Invoice the resident separately for the service at a fixed price per month.

D. OTHER CONTRACTOR REQUIREMENTS

- i. Crews cannot start until 7:30AM.
- ii. A Crew Foreman shall be onsite when any of the services noted above are being performed by CONTRACTOR crew(s). Foreman should be able to speak conversational English. The preference is this person not be working on a crew. If this is not possible, contractor must provide description of their method to assure all working crews are performing to acceptable standards.
- iii. CONTRACTOR shall notify Clubhouse of any service delay. Examples are mowing, fertilizing, disease control etc.
- iv. Any damage caused by CONTRACTOR employees, including damage to irrigation systems, will be the responsibility of the Contractor.
- v. CONTRACTOR crews shall wear identifying clothing.
- vi. All work to be performed in accordance with Federal, State and Local laws and regulations.
- vii. All work to be performed per industry standards and generally accepted landscape practices, to include care of home owner and common area property, yard rutting, safety and quality.

- viii. Any deviation from contract or approved service or cost shall be approved prior to commencement of work.
- ix. CONTRACTOR shall specify type of mowers that will be used. Light weight mulching type mowers are required which will minimize ruts. CONTRACTOR will repair ruts should they occur.
- x. Door hangers or approved equal shall be used by CONTRACTOR to indicate completed home owner requests. Examples are gutter cleaning, flowering shrub trimming, irrigation, etc.
- xi. CONTRACTOR needs to email or call in completed work orders daily to the BV Clubhouse staff.
- xii. CONTRACTOR to provide signup sheets at clubhouse for some services and non-services. For example, if a home owner does not want mulch or fertilizer, etc.
- xiii. CONTRACTOR to offer winterization and de-winterization services for irrigation systems.

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E. EXCLUSIONS

The following items will be the exclusive responsibility of the Home owner

- i. Mowing of resident back yards (behind the fences) as outlined in Section C (iii).
- ii. Additional gutter cleanings above the one provided for in Section C (i) above.
- iii. Enhancements of home owner irrigations system.
- iv. Additional home owner services which are in addition to services outlined in Section A.
- v. Extra shrub trimmings (more than 4) as outlined in Section A (iii) or trimming of flowering plants and trees.

Any service performed by Contractor will represent a separate contractual relationship between Home owner and Contractor and BV HOA will have no express or implied responsibility.

It: <u>TG</u> <u>Ja</u>
It: <u>TG</u> <u>Jan</u>

EXHIBIT "C"

PRICING SCHEDULE

The pricing for the activities noted in Exhibit B are noted below.

The pricing below is firm for first three years of the Agreement. In the 4th year, the costs can be changed based on the Houston Area Consumer Price Index.

Service Classification	Service Type	Cost per UOM	Unit of Measure UOM	Annual Cost
Residential	Mowing - residential front yards	\$4.92	per mow per yard (618 yards, 41 weeks/year)	\$ 124,662.96
Common area	Mowing Common Areas	\$1,324.00	per mow of common areas (41 times per year)	\$ 54,284.00
Common area	Mowing Perimeter	\$298.00	Per mow (12 times a year or as season requires)	\$ 3,576.00
Common area	Mowing of Lake area	\$386.00	Per mow (21 times a year)	\$ 8,106.00
Residential/Common	Fertilizer application (3 times/year)	\$2,131.00	per application for all areas outlined in RFP	\$ 6,393.00
Residential/Common	Insect and Disease control (as needed and agreed by Grounds Comm Representative)	\$2,131.00	per application for all areas outlined in RFP	\$ 4,262.00
Residential/Common	Weeds control - pulling of weeds (41 times)	\$1,665.00	cost per weekly weeding	\$ 68,265.00
Common area	Trimming of shrubs (8 times per year)	\$1,087.37	cost for 1 round of trimming in the common area	\$ 8,698.96
Residential	Trimming of shrubs (4 times per year/all 618 residences)	\$8.20	cost per trimming shrubs at one residence	\$ 20,270.40
Common area	Trimming of Crepe myrtles	\$3,260.00	cost per annual trimming	\$ 3,260.00
Common Areas	Mulching	\$8,178.00	per application	
		\$58.00	cost per cubic yard (assumes 141 yds ³)	
Residential	Mulching	\$53,766.00	per application to all residences	
		\$58.00	cost per cubic yard (assumes 927 yds ³)	
Residential/Common	Note Type/Brand of Mulch to be used:	Texas Native Hardwood		
Common area	Policing of common areas	\$0.01	cost (if any) per weekly policing (assumes 41 times/year)	\$ 0.41
Common area	Seasonal flowers	\$2,590.00	per seasonal application	\$ 7,770.00
Common area	Note estimated number of flowers (not flats) per seasonal application	1,332	approx. flowers per application	
Common area	Monthly check of irrigation systems	\$198.00	cost per monthly check (if any)	\$ 2,376.00
Common area	Clean gutters on clubhouse and annex	\$400.00	per cleaning	\$ 400.00
Residential	Cleaning Homeowner front gutters	\$35.00	per cleaning as requested (limit 1x/year per residence)	NA
Residential	Homeowner sprinkler system	\$30.00	Technician Cost per service call	NA
Residential	Mowing residential back yards	\$8.00	mow per yard	NA
Residential/Common	Winterization/De-winterization services for irrigation systems			
	Winterization -	\$55.00		
	Spring start-up -	\$198.00		

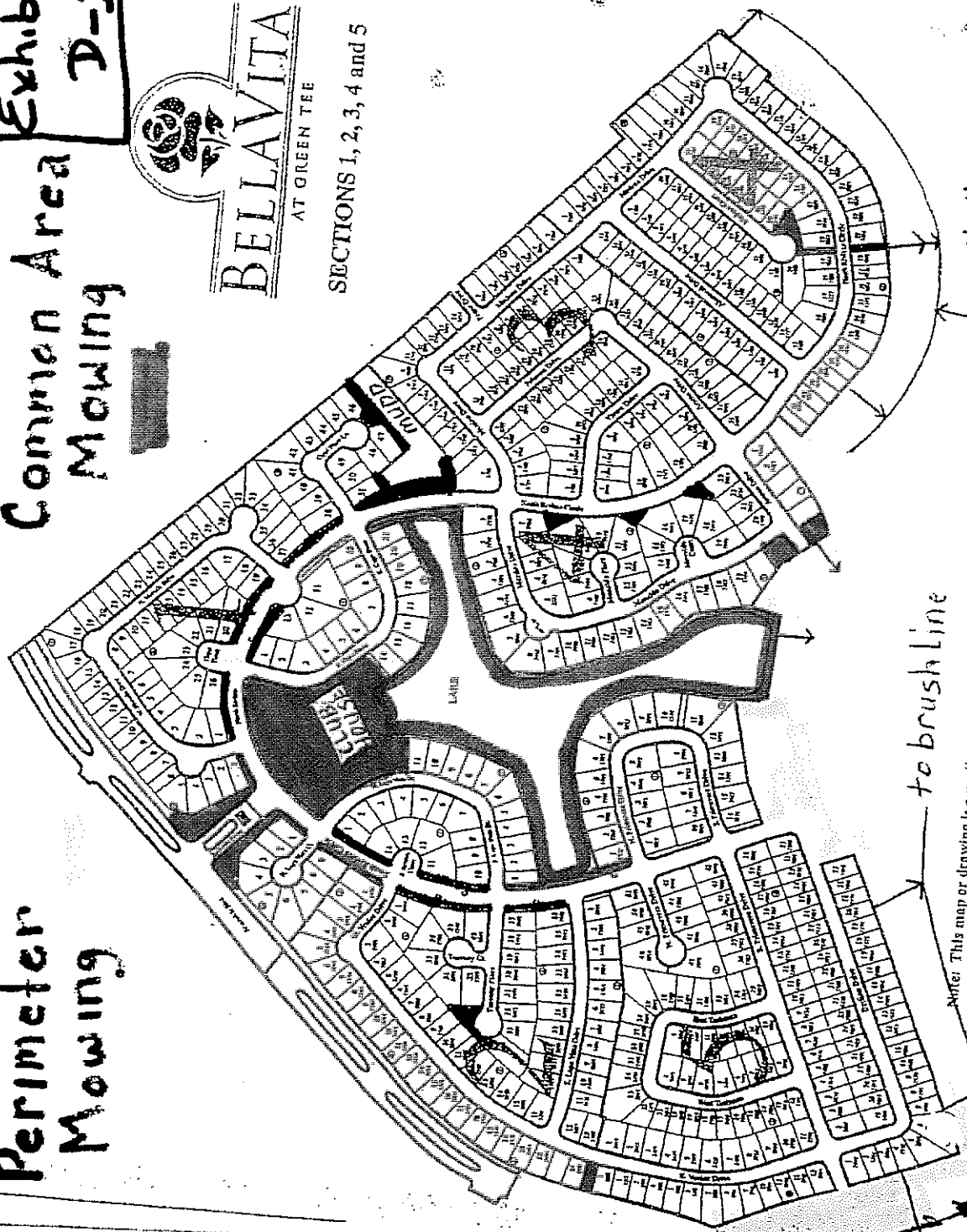
It: *TG*
 It: *B 750*

Common Area Mowing Exhibit D-1

Perimeter Mowing



SECTIONS 1, 2, 3, 4 and 5



to brush line

5'-0" minimum

Note: This map or drawing is a preliminary concept plan. It is not a recorded plat, and is subject to change without notice.

2016-25

Exhibit D-2a

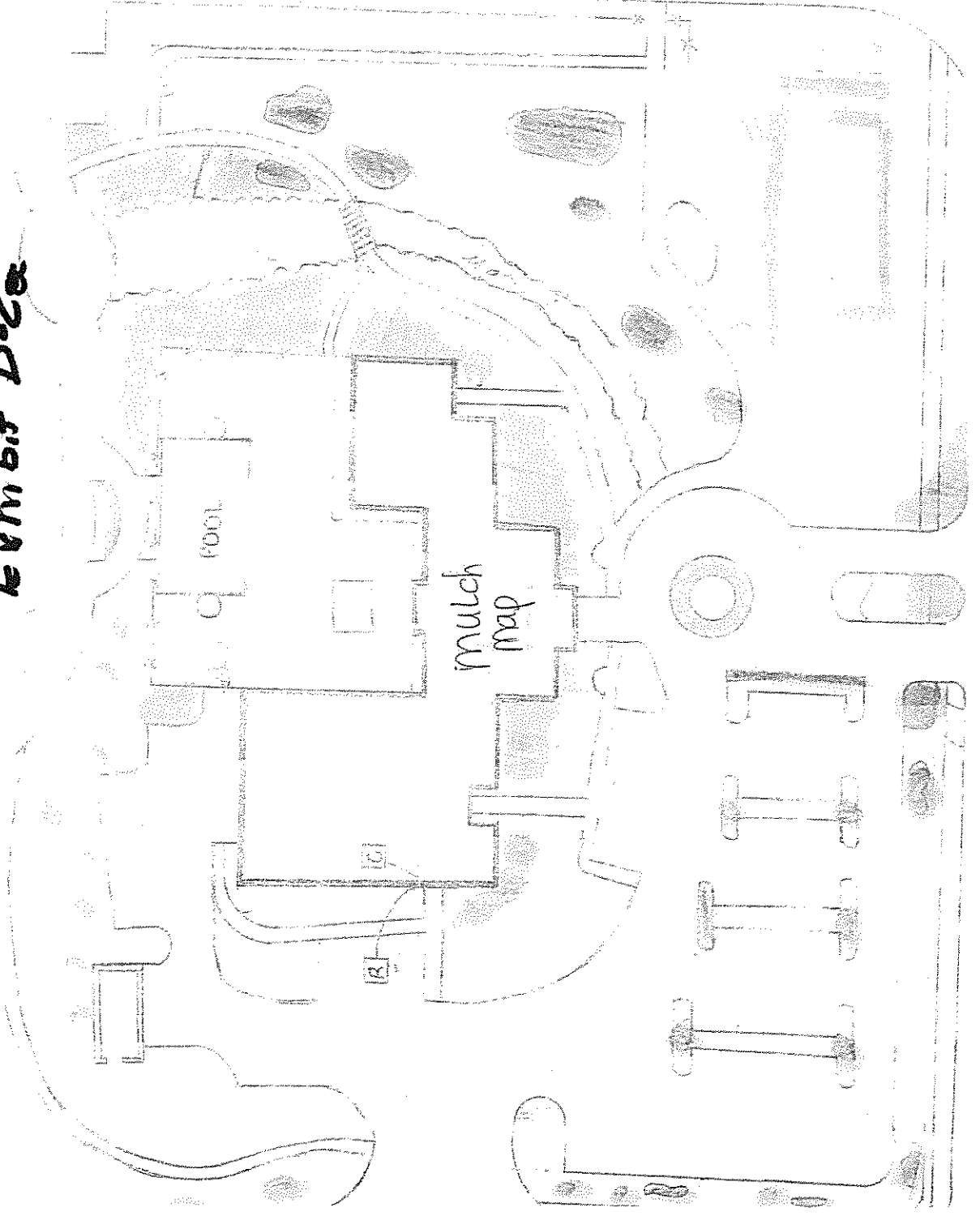


Exhibit ~~D-24~~
D-26

