


RESOLUTION
ANTHEM PARKSIDE COMMUNITY ASSOCIATION, INC
3701 W Anthem Way
Anthem, AZ 85086
623-742-6050 / Fax 623-742-6170

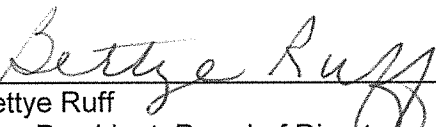
The undersigned, constituting a quorum of the members of the Board of Directors of Anthem Parkside Community Association, Inc. an Arizona nonprofit corporation, ("Association") hereby takes the following action.

RESOLVED, that the Parkside Board of Directors has agreed to the tree replacement as proposed by Valley Crest per the attached invoice. This is hereby adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 21st day of August, 2014.



Loren Linscott
President/Treasurer, Board of Directors



Bettye Ruff
Vice President, Board of Directors



Teresa Oorin
Secretary, Board of Directors

Brett Willden
Director, Board of Directors

BJ McInay
Director, Board of Directors

\$ 1800 - 2014 Budget



Proposal for Extra Work at Anthem Parkside HOA

Property Name	Anthem Parkside HOA	Contact	Annette McCarthy
Property Address	3701 W Anthem Way Anthem, AZ 85086	To	Anthem Parkside HOA
		Billing Address	c/o Associated Asset Management 1600 W Broadway Rd Ste 200 Tempe, AZ 85282

Project Name: Spring Tree Planting
Project Description: Planting of 50 trees to replace trees lost during the storm of 2012.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total	
Area 2				Subtotal	\$3,230.00
6.00	EACH	Chilean Mesquite - Prosopis species 24" Box Tree Installed	\$170.00	\$1,020.00	
4.00	EACH	Desert Willow - Chilopsis linearis 24" Box Tree Installed	\$170.00	\$680.00	
5.00	EACH	Ironwood - Olneya tesota 24" Box Tree Installed	\$170.00	\$850.00	
4.00	EACH	Hybrid Palo Verde - Cercidium hybrid 24" Box Tree Installed	\$170.00	\$680.00	
Area 3				Subtotal	\$3,060.00
4.00	EACH	Chilean Mesquite - Prosopis species 24" Box Tree Installed	\$170.00	\$680.00	
2.00	EACH	Desert Willow - Chilopsis linearis 24" Box Tree Installed	\$170.00	\$340.00	
4.00	EACH	Ironwood - Olneya tesota 24" Box Tree Installed	\$170.00	\$680.00	
8.00	EACH	Hybrid Palo Verde - Cercidium hybrid 24" Box Tree Installed	\$170.00	\$1,360.00	
Arroyo Grande				Subtotal	\$2,210.00
6.00	EACH	Chilean Mesquite - Prosopis species 24" Box Tree Installed	\$170.00	\$1,020.00	
1.00	EACH	Desert Willow - Chilopsis linearis 24" Box Tree Installed	\$170.00	\$170.00	
2.00	EACH	Ironwood - Olneya tesota 24" Box Tree Installed	\$170.00	\$340.00	
4.00	EACH	Hybrid Palo Verde - Cercidium hybrid 24" Box Tree Installed	\$170.00	\$680.00	

For internal use only
SO# 503558
JOB# 991401050
Service Line 130

Total Installed Price \$8,500.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by ValleyCrest Landscape Maintenance
ValleyCrest Landscape Maintenance, Inc. | 2902 East Illini Street, Phoenix, AZ 85040 ph. (602) 276-5900 fax (602) 276-8191 | www.valleycrest.com

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of

this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

 Signature _____ Title Community Manager

Annette McCarthy _____ May 20, 2014
 Printed Name _____ Date

ValleyCrest Landscape Maintenance
 VCM Associate Acct Mgr
 Exterior
 Signature _____ Title

Christopher Adam Dowdy _____ May 20, 2014
 Printed Name _____ Date

Job #: 391401050 Proposed Price: \$8,500.00
 SO #: 503558