

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

The attached Unanimous Consent for Fall tree trimming was unanimously accepted via email response from all 5 Board members on November 8, 2011.

Respectfully submitted on November 8, 2011,



Annette McCarthy
Parkside Community Manager

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

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

RESOLVED, that the Anthem Parkside Board of Directors authorizes Valley Crest Landscape to perform Fall Tree Pruning for the cost of \$30,000.00.

This is hereby adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 8th day of November, 2011.

Kristen Rensmeyer
President, Board of Directors

Matt Hanson
Vice President, Board of Directors

Lee Silver
Secretary, Board of Directors

Loren Linscott
Treasurer, Board of Directors

David Oakeson
Director, Board of Directors



ValleyCrest

Tree Care Services

2902 East Illini Street, Phoenix, AZ 85040
 Phone #: (602) 276-5900
 Fax #: (602) 276-8191

AEW NO. 102411 206

ValleyCrest Tree Care Services Proposal, Contract & Authorization

Date:	October 24, 2011	<table border="1"> <tr> <td>Client No:</td> <td></td> </tr> <tr> <td>Branch /Job No:</td> <td>49030 ▼ 490300074</td> </tr> <tr> <td>P.O. No.:</td> <td></td> </tr> <tr> <td>Tax Code:</td> <td></td> </tr> <tr> <td>Account Mgr:</td> <td></td> </tr> <tr> <td>300 General Tree Care</td> <td>\$30,000.00</td> </tr> <tr> <td>330 Plant Health Care</td> <td></td> </tr> </table>	Client No:		Branch /Job No:	49030 ▼ 490300074	P.O. No.:		Tax Code:		Account Mgr:		300 General Tree Care	\$30,000.00	330 Plant Health Care	
Client No:																
Branch /Job No:	49030 ▼ 490300074															
P.O. No.:																
Tax Code:																
Account Mgr:																
300 General Tree Care	\$30,000.00															
330 Plant Health Care																
Client Name:	Associated Asset Management															
Client/Jobsite Phone No:	623-742-6004															
Billing Address:	1600 W. Broadway Rd., Ste 200															
Billing City, State, Zip:	Tempe, AZ 85282															
Job Name:	Anthem Parkside HOA															
Job Site Address:	3701 W. Anthem Way															
Job Site City, State, Zip:	Anthem, AZ															
Job Site Contact:	Annette McCarthy															

Tree Species	Qty	Service to be Performed	Comments	Priority
		tree pruning	fall 2011	
landscape trees located in common areas - Parkside HOA	1	prune, thin for structural development, thin branch ends	head back from drive/walk areas, properties	1
prune 400 common area trees approx. 200 mesquite trees will be pruned		" "		
approx. 200 Palo Verde trees will be pruned		a map showing location of trees pruned will be provided	trees will be tagged w/ ribbon prior to pruning	
		cleanup and dispose of debris		

All work includes clean-up and debris disposal. All tree work performed by ValleyCrest Tree Care Services is executed in accordance with the "Practical Specifications for Contract Tree Management", which encompasses the American National Standards of pruning. ValleyCrest Tree Care Services conducts all work in a safe and orderly manner as established by OSHA and ANSI Z133.	Subtotal Priority 1 \$ 30,000.00
	Total Proposed \$30,000.00

This bid is valid for 60 calendar days and may be changed if not approved within that period.

Terms and Conditions

Total: **\$30,000.00**

1. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
3. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. ValleyCrest Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. ValleyCrest Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
4. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
5. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m..
6. 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 relevant city, state and federal governments, as well as all other requirements of law.
7. Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
8. 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 a \$1,000,000 limit of liability.
9. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. 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 Client/Owner.
10. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) , or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
11. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
12. Additional Services: Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
13. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site 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.
14. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. 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.
17. Disclaimer: This proposal for tree care services 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. The work performed by ValleyCrest Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

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 Tree Care Services within fifteen (15) days after billing, ValleyCrest Tree Care Services 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.

Client / Owner

ValleyCrest Tree Care Services

(602) 276-8191

Fax number

Fax number

Annette McCarthy Property Manager
Signature Title

Arborist
Dennis Lynch Title

Annette McCarthy
Printed Name Date 11/8/2011

Dennis Lynch
Printed Name Date October 24, 2011

