

Maryanne Corder Neighborhood Grant Application FY 2023/2024

Created in 1994, this grant funds neighborhood-initiated projects designed to benefit all community members. It is named in recognition of the founder and first director of the city's Neighborhood Services Program. Applications must be submitted by 5 p.m. on April 24, 2023.

Name of association Puerta Del Sol

of households 46

Project location and major cross streets E. Laguna Drive directly east of Rural Road and south of Southern Avenue

Primary contact for grant follow up (please specify role i.e. Chair, board member, treasurer, resident)

Linda Meerow, HOA board member

Primary contact email

Authorizing individual, if different (will accept funds, sign contract—for HOAs typically Community Property Manager)

Ronald Plantz, HOA board president

Authorizing individual email

Primary contact phone number

Authorizing individual phone number

Primary contact address (include zip)

Authorizing individual address

1. Project description: Describe your project in no more than three sentences.

Xeriscape conversion of about about 2,750 square feet of turf currently planted in Bermuda grass and winter rye. This will involve killing and removing the grass, installing a new irrigation controller and converting existing lines to drip, planting three trees and approximately 100 five gallon shrubs, succulents and ground covers chosen from "Landscape Plants for the Arizona Desert by amwua.org. Trees will be organically mulched and the rest covered in 2" of gravel.

2. Project Budget (include sales tax)

Expenses						Amount
New Creations Landscape						\$ 25,515.00
						\$
						\$
						\$
						\$
		TOT	AL PROJ	ECT CC	OST :	\$ 25,515.00
НОА	MATCH					\$6,378.75
		Grant	funds	reques	sted:	\$NaN

${\bf Maryanne~Corder~Neighborhood~Grant~Application-pg.~2}$

5. Stail Contacts Please select all stail that you have thet with and/or com	tacteu.
 Neighborhood Services staff: Brenda Clark, Laura Kajfez, Elizabeth Thomas, Shauna Warner Art: Sharah Nieto Landscape/Lighting/Walls: Steve Abrahamson Parks/Playground: Dave McClure Signs: Mike Scarpitta Ability: If approved for funding, briefly describe your ability to complete the state of the	
the product. Then about two weeks later they will return Irrigation lines will be exposed and converted as needed controller will be replaced with an EPA water-wise control with wood chips and 2" of gravel will be spread in other as We currently hire a landscape company to mow, weed as weeding of the xeriscaped areas and trimming the trees	chemically while it is actively growing and able to take up and remove the upper layers of turf, hauling it away. It to drip emitters and plants installed. The existing irrigation oller. Finally, the trees will be mulched to their perimeter areas to cover all exposed soil. In the trim year round and they will be responsible for future and shrubs as appropriate. We anticipate this will cost less over-seeding of the turf in addition to the water we will save
	an demonstrate meaningful and varied efforts to increase neighbor rocess and strategies are and will continue to be as intentional and inclusive as nity and the desired outcome. (i.e. better health due to more physical activity
finally asked everyone to vote whether they support were represented by at least one member of the how we believe converting turf to xeriscape will save the environmentally responsible example to homeowner to homeowners for converting their own turf areas a Tempe or SRP in order to increase our neighborhow will plant will eventually contribute to shade as well. succulents will beautify the community and be a sou	the turf to drought-tolerant trees and shrubs changed to xeriscape as many as affordable at this time at to see in a xeriscape are to see in a xeris





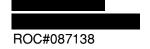






New Creations Landscape

PO Box 863 QUEEN CREEK, AZ 85142



Estimate

ADDRESS

Linda Meerow Puerta Del Sol HOA Puerta Del Sol Tempe, Az 85282 **ESTIMATE #** 2427 **DATE** 04/11/2023 **EXPIRATION DATE** 05/11/2023

ACTIVITY	QTY	RATE	AMOUNT
EAST SECTION	0	150.00	000.00
Spray grass -Chemically kill grass in East section 2 weeks prior to removal -2 trips *Bermuda grass is very hardy and will need additional attention once removed to keep the new growth down. This service is not included by NCLS.	2	150.00	300.00
199 Sod Removal -Approx. 1100 SF -Cut top 2"-3" of grass and haul away -Bermuda grass is very prolific and will want to grow back. It is up to the Landscape maintenance professional assigned to spray grass as needed after removal	1	1,725.00	1,725.00
731 Demo **REMOVED, BRICKS WILL REMAIN -Remove existing brick curbing -NCLS will dispose of the material or store it on site per customer request -Does not include cleaning bricks of mortor -Bricks will be damaged during removal -Approx. 100-125LF	0	550.00	0.00
618 Fine Landscape Grading -Minor grade adjustments to prep for install -Bobcat and operator cost -No major changes will be made to existing grade	1	450.00	450.00
603 15 Gal Tree	2	185.00	370.00

ACTIVITY	QTY	RATE	AMOUNT
-Palo Brea (1) -Desert Willow (1) 616	2	75.00	150.00
Mulch Ring and Deep Water Pipe -Install 4' Ring of mulch around new tree with Plastic landscape edging to keep mulch in -Deep water pipe will be at 2'-3'	2	73.00	130.00
606 BR Ocotillo -2 Total	2	125.00	250.00
608 5 Gal Cactus/Agave -Webers Agave (2), Purple Prickly Pear (6), Century Plant (4), Golden Barrel (5), Totem Pole (2)	19	65.00	1,235.00
604 5 Gal Shrub/Ground Cover -Desert Marigold (15), Elephants Food (3), Lantana 'mixed' (6), Red Yucca (5), Ice Plant (14)	43	50.00	2,150.00
Fixed the state of	1	1,950.00	1,950.00
160 Timer Replacement -Rain Dial RD900 -9 Station Controller	1	950.00	950.00
609 1/2" Screened Granite @ 2" -Pink Coral -approx. 15 Tons *Some granite is 1/4 minus, some is 1/2" Customer request 1/2" granite in new landscape area. There will be sections where both sizes blend without a border.	15	135.00	2,025.00
			Subtotal: 11,555.00
WEST SECTION 619 Sprov gross	2	150.00	300.00
Spray grass -Chemically kill grass in West section 2 weeks prior to removal -2 trips *Bermuda grass is very hardy and will need additional attention once removed to keep the new growth down. This service is not included by NCLS.			
199 Sod Removal -Approx. 1250 SF -Cut top 2"-3" of grass and haul away	1	1,950.00	1,950.00

ACTIVITY	QTY	RATE	AMOUNT
-Bermuda grass is very prolific and will want to grow back. It is up to the Landscape maintenance professional assigned to spray grass as needed after removal 731 Demo**REMOVED, BRICKS WILL REMAIN -Remove existing brick curbing -NCLS will dispose of the material or store it on site per customer request -Does not include cleaning bricks of mortor	0	295.00	0.00
-Bricks will be damaged during removal -Approx. 65 LF 618	1	450.00	450.00
Fine Landscape Grading -Minor grade adjustments to prep for install -Bobcat and operator cost -No major changes will be made to existing grade			
603 15 Gal Tree -Chilean Mesquite (1)	1	185.00	185.00
616 Mulch Ring and Deep Water Pipe -Install 4' Ring of mulch around new tree with Plastic landscape edging to keep mulch in -Deep water pipe will be at 2'-3'	1	75.00	75.00
606 BR Ocotillo -2 Total	2	125.00	250.00
608 5 Gal Cactus/Agave -Parry's Agave (2), Webers Agave (1), Purple Prickly Pear (4), Golden Barrel (6)	13	65.00	845.00
604 5 Gal Shrub/Ground Cover -Pink Muhly Grass (4), Desert Marigold (9), Brittlebush (4), Dwarf Oleander (6), Lantana (5) Red Yucca (4)	32	55.00	1,760.00
Extending/ Amending Irrigation -Use Existing Irrigation (Backflow, Valves and Poly) -Extend irrigation to new plants/ Trees -Includes poly tubing, spaghetti, and emitters to new plants/trees. Removing existing sprinkler system and capping valves as needed. *Existing system may be old and may require repairs after adding lines and emitters. Price for new irrigation is available upon request.	1	1,950.00	1,950.00
609 1/2" Screened Granite @ 2" -Pink Coral -approx. 22 Tons *Some granite is 1/4 minus, some is 1/2" Customer request 1/2" granite in new landscape area. There will be sections where both sizes blend without a border.	22	135.00	2,970.00
632	8	150 00	1,200 00

ACTIVITY QTY RATE **AMOUNT Boulders** -Painted Desert Boulders -Approx. 500#-700# Each -8 Total 611 15 135.00 2,025.00 1/4" Minus Granite @ 2" -Pink Coral -additional 15 tons to top dress areas not included in this estimate. Multiple beds outside of the brick borders Hi Linda, **TOTAL** \$25,515.00 Please review the design and estimate and let me know what you think! I am happy to make any corrections you and the rest of the board see fit. I did leave a little room in the budget just in case we need to make major repairs to the irrigation. Thank you! **Accepted Date** Accepted By

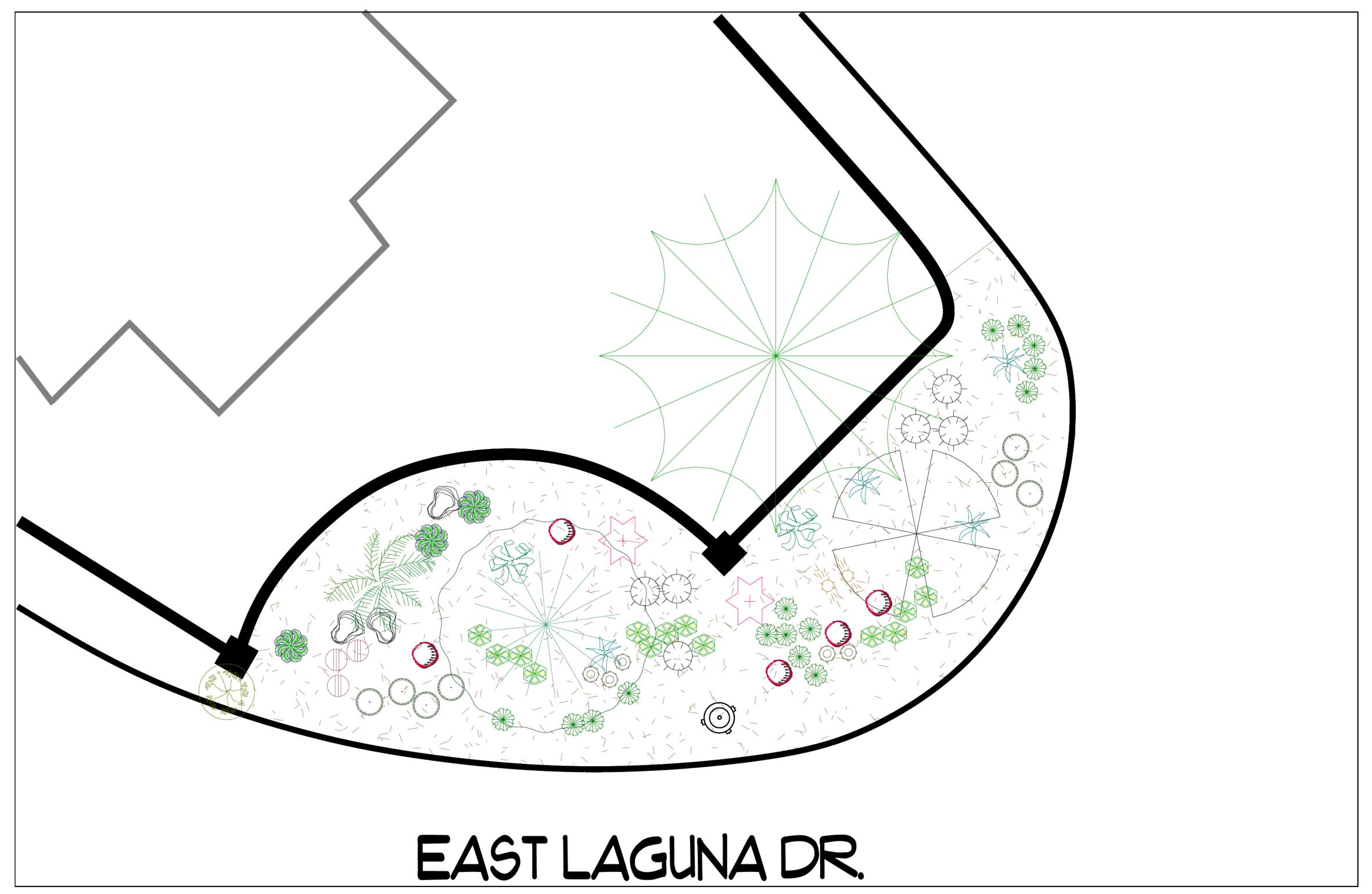
TERMS AND CONDITIONS:

The following terms and conditions are by this reference incorporated into the Proposal and Contract between the parties hereto.

- 1. This bid is based on the current price of labor and materials. If not accepted within 30 days from date hereof, NCLS has the right to submit a new bid.
- 2. Unless a payment schedule is set forth to the contrary herein, payment of the contract price hereunder is due as follows: 50% at the time of proposal acceptance, 25% due upon 50% completion, and remaining 25% upon project completion. The 50% progress payment schedule will be agreed upon by both parties at time of proposal acceptance. Should any payment due NCLS not be timely made, then NCLS may treat it as a material breach of this contract, cease work, and such sum shall accrue interest at the rate of 2.5% per month from its due date, until paid in full.
- 3. NCLS will perform its work in a professional workmanlike manner in accordance with industry standards. NCLS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by NCLS, improper or insufficient maintenance, or normal wear and tear. The only warranty with respect to the materials used shall be the manufacturers or nursery's warranty. The NCLS warrants its labor for 30 days. This is the labor to repair or replace the part installed in the initial work or repair by NCLS, and not to correct other problems that may have arisen. There are no other warranties of any other kind, either express or implied, made by NCLS in connection with its work. Customers are subject to a \$75 trip charge for any warranty claims that are not found to be covered in the above terms and conditions upon inspection by NCLS.
- **4.** This contract document, accompanying attachments, and documents included herein by reference thereto, if any, contains the entire agreement and understanding of the parties hereto with respect to the subject matter herein and supersedes all prior verbal and written agreements. There are no agreements, promises, warranties, or other understandings other than those expressly set forth and incorporated herein.
- **5.** Any changes or extras to this contract, scope of work, or terms shall be preceded by a written change order signed and dated by the parties hereto setting forth the work and price thereof. No verbal agreement or understanding shall be binding upon the parties unless reduced to writing as set forth above. Change orders are to be paid for in advance, upon written agreement.
- **6.** If the work is interrupted or its completion delayed by the Customer for 7 days, payment to cover all labor furnished, all material furnished and installed, and all material furnished and/or purchased but not installed shall become immediately due and payable upon receipt of invoice. Any changes or delays to the project by the customer will be assessed a change order determined by NCLS to cover costs of time and changes to materials.
- **7.** NCLS shall not be held liable for any loss, damage, or delays occasioned by fires, weather, strikes, acts of war, acts of God, secondary boycotts, inability to obtain materials, or other causes beyond its control. Acts of malicious mischief, vandalism or negligence by another shall in no way become the responsibility of the NCLS.
- **8.** It is understood and agreed by the parties hereto that the NCLS shall not be liable or in any way responsible for the acts or omissions of any persons employed or furnishing labor, materials, or services to the project unless they are under its direct control and supervision.

- **9.** NCLS shall not be held liable or responsible for any damages, delay, non-conformities of the drawings, plans or specifications, additional expenses, or additional contract costs or amounts which are directly or indirectly due to latent or existing adverse site conditions and/or environmental conditions, undisclosed to it by the other party hereto in writing prior to commencement of drawings and/or work, and shall be held harmless and fully indemnified by the other party hereto for any complaints, claims, causes of action, suits, and damages arising out of such latent, adverse, or undisclosed conditions.
- 10. In the event of collection activity or litigation hereunder, NCLS shall be entitled to include and recover from the party in default or breach its actual attorneys' fees incurred therein, in addition to the amount of the non-payment and accrued interest thereon. NCLS shall have included in such court judgment, including default, its pre-judgment interest, actual attorneys' fees and costs incurred, including those incurred prior to the institution of any litigation.
- 11. Time is of the essence of this contract and each and all of its parts. A waiver by NCLS of a breach, or any right arising hereunder, shall not constitute a waiver of any other breach or any other right, nor bar it from enforcing any right hereunder in the future. Should any provision of this contract be found by a court to be unenforceable, the remaining provisions shall remain in force and effect.
- 12. This contract shall be construed under the laws of the State of Arizona. The venue for any dispute or litigation arising out of this contract shall in a court in the Maricopa County, Arizona. This contract is binding upon the parties hereto, their spouse, marital community, and their successors and assigns.
- 13. The Customer acknowledges receipt of a copy of this contract, that he has read and knows the contents thereof, and understands that no other agreement, verbal or otherwise, is binding upon the parties thereto.
- **14.** If the Customer cancels or abandons this contract after acceptance, he agrees to pay NCLS damages equal to 25% of the contract price, plus expenses, labor and materials costs incurred to date
- 15. Property owner will be responsible for window treatments on any windows that may cause melting of turf. Damage caused by reflection or other flammable materials is not covered under warranty. Damage caused to materials by invasive vegetation will not be covered. Normal wear and tear is not a manufacturer defect and will not be covered under warranty. Color of actual turf material and pile height of turf fibers may slightly vary due to different dye lots produced from the manufacturing process. No guarantee of exact color match from sample selection is made.
- 16. A Property Owner has the right to file a written complaint with the Arizona Registrar of Contractors ("Registrar") for an alleged violation by NCLS of A.R.S. §32-1154 subsection A. The Registrar's phone number is (602) 542-1525 and website address is www.azroc.gov. Complaints must be made within the applicable time period set forth in A.R.S. § 32-1155 subsection A.

Customer Initials	Date _	NCLS Initials	Date



*PLANT/TREE SIZES WILL VARY, DESIGN IS TO SHOW TYPE AND LOCATION ONL"	Y
*EXISTING PLANTS TO REMAIN SHOWN ON PLANS	

LEGEND				
Q'	TY	COMMON NAME		
FLOU	JER	, PERENNIAL		
		MARIGOLD, DESERT		
SHRU	JB,	CACTI		
	2	AGAVE, WEBERS		
	6	CACTUS, PURPLE PRICKLY PEAR		
*	-	CENTURY PLANT		
		ELEPHANTS FOOD		
		GOLDEN BARREL CACTUS		
+>		OCOTILLO		
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		TOTEM POLE CACTUS		
SHRL	•	EVERGREEN BROADLEAF		
HANDER HANDER		LANTANA		
		YUCCA, RED		
TREE	E, DI	ECIDUOUS		
	1	DESERT WILLOW		
	1	PALO BREA		
	14	ICE PLANT		
1,		1/2" SCREENED GRANITE		

Revision #: 1

Date: 12/21/2022

Scale:

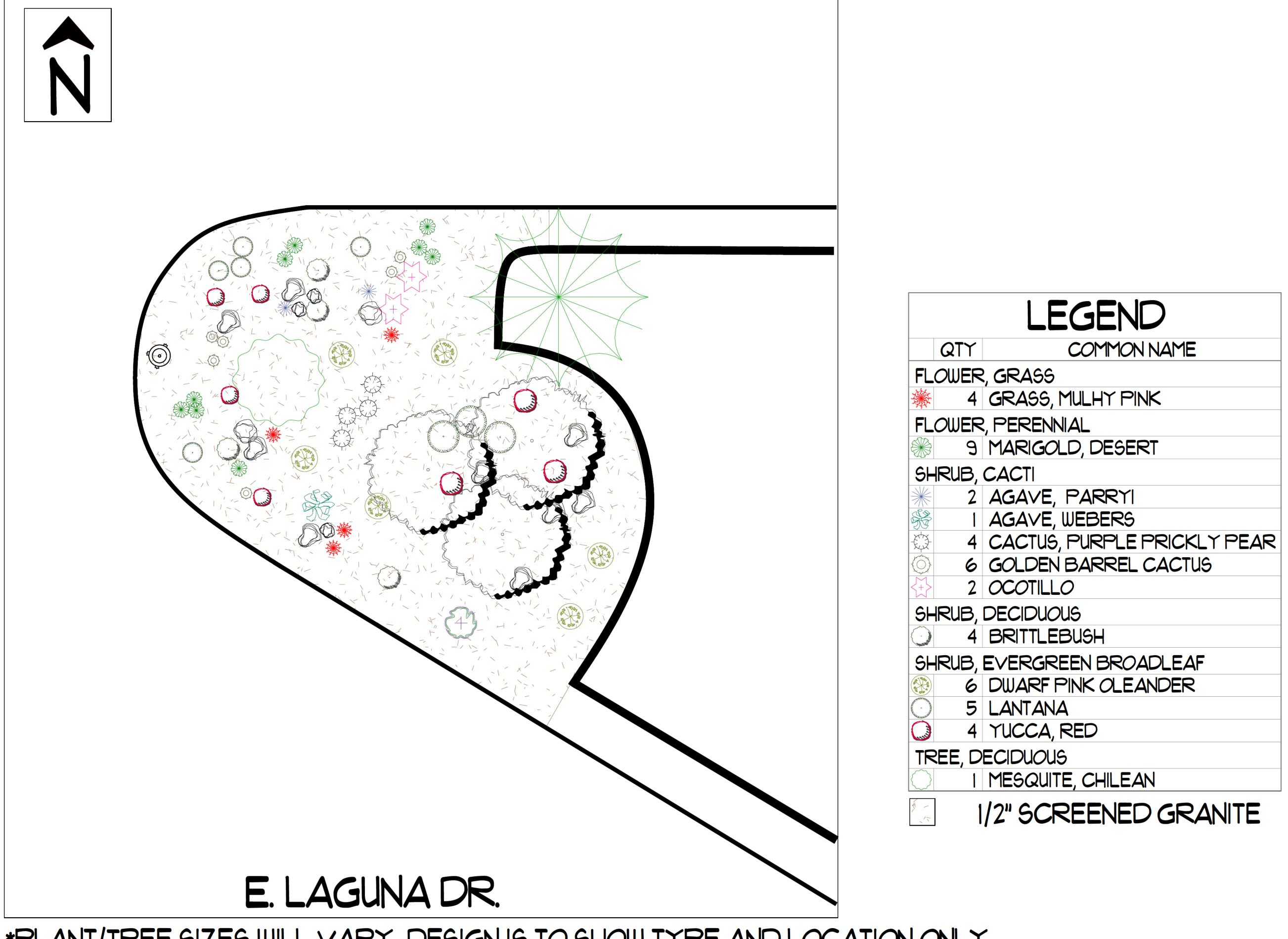
1" = 5'

Landscape Plan: 1

Puerta Del Sol (East Section)

Landscape Design by: Manny Singer

New Creations Landscape



*PLANT/TREE SIZES WILL VARY, DESIGN IS TO SHOW TYPE AND LOCATION ONLY *EXISTING PLANTS/TREES SHOWN ON PLANS

Revision #: 1

Date: 12/21/2022

Scale:

1" = 6'

Landscape Plan: 1

Puerta Del Sol (West Section)

Landscape Design by: Manny Singer

New Creations Landscape

ESTIMATE



Prepared For

Linda Meerow



Core Landscape, LLC

P.O. Box 427 Higley, AZ 85236

Phone: Email:

Web: www.corelandscapeaz.com

Estimate # 4139

Date 02/02/2023

Business / Tax # AZROC-315156

Description	Quantity	Total
EAST TURF AREA LINE ITEMS	1	\$0.00
Sod removal-East Section	1,700	\$1,387.16
 remove sod in entire east section with sod cutting machinery flag all sprinkler heads to avoid damage to sprinklers-to locate for convoff unused locations haul away sod removal 	version to drip manifol	ds/cap

- includes dump fee

Drip manifold-4 port	15	\$489.59
4 port drip manifold		
Misc Parts PVC and Swing Pipe	1	\$1,359.96
Misc PVC and swing nine fittings needed for valve and drip system installation		

Misc PVC and swing pipe fittings needed for valve and drip system installation.
-Includes all Male adapters, couplers, Tees, Elbows, and necessary slip/thread hardware

Spaghetti Tube 1,000 \$543.99

Spaghetti drip tubing-per foot

Includes all required emitters with proper GPH

Inside diameter: 0.170" Outside diameter: 0.250" Wall thickness: 0.040"

Maximum operating pressure: 50 PSI @ 73° F

Plant Allowance - East Section/Low water use	1	\$4,351.8
*Based on adding (X) five gallon plants and (2) fifteen gallon trees * Cost includes all plants & labor * Includes soil amendments		
Landscape rock-TBD Type	18	\$3,818.7
 installation of 1/2" rock (type of rock not yet determined at this point) prion average cost per ton on 1/2" installation of rock will have 2-3" thickness of rock when installed includes delivery fee 	ce is based	
WEST TURF AREA LINE ITEMS	1	\$0.00
Sod removal-West Section	1,900	\$1,550.36
 remove sod in entire east section with sod cutting machinery flag all sprinkler heads to avoid damage to sprinklers-to locate for convers off unused locations haul away sod removal includes dump fee 	sion to drip manifo	olds/cap
Drip manifold-4 port	12	\$391.67
4 port drip manifold		
Misc Parts PVC and Swing Pipe	1	\$870.38
Misc PVC and swing pipe fittings needed for valve and drip system installati -Includes all Male adapters, couplers, Tees, Elbows, and necessary slip/three		
Spaghetti Tube	650	\$353.59
Spaghetti drip tubing-per foot Includes all required emitters with proper GPH		
Inside diameter: 0.170" Outside diameter: 0.250"		
Wall thickness: 0.040" Maximum operating pressure: 50 PSI @ 73° F		
	1	\$4,003.73
Plant Allowance - West Section/Low water use		

Landscape rock-TBD type	20	\$4,243.08
- installation of 1/2" rock (type of rock not yet determined at this point) price is be on average cost per ton on 1/2" * installation of rock will have 2-3" thickness of rock when installed - includes delivery fee	ased	
Required items in both sections below	1	\$0.00
Irritrol 205 valve	2	\$424.31
Irritrol 205 valve-1" inlet/outlet on valve		
Flow Range .25-30 GPM Holding Current .2 amp Holding Volt-Amp 24 V ac-4.8 VA Inrush Current .4 amp Inrush Volt-Amp 24 V ac-9.6 VA Solenoid 24 V ac		
Regulator and filter	2	\$337.27
•3/4-inch male threaded IPS Y-Filter with 155-mesh stainless steel screen element •Regulator: 0.25 – 15 GPM at 25 PSI •0.710" compression x 3/4-inch male IPS adapter •3/4 x 1-inch threaded PVC reducer bushing		
Grease wire nuts-small	2	\$10.88
Grease wire nuts (small)		
Maximum voltage: 30 V max. building wire (1000 V max. signs or luminaries) Connector size: 21/32 x 5/16 inches Wire type: Copper/Copper Wire range: Min #22 – Max #12 Temperature rating: 105° C (221° F) Silicone sealant: -45° F – 400° F		
Grease wire nuts-large	1	\$8.70
Grease wire nuts (Large)		

Maximum voltage: 30 V max. building wire (1000 V max. signs or luminaries)

Connector size: 13/16 x 1 9/16 inches

Wire type: Copper/Copper
Wire range: Min #22 – Max #6
Temperature rating: 75° C (167° F)
Petroleum sealant: -29° F – 250° F

30V/10 AMPS Max

Controller with Rain sensor Placeholder

1

1

Pending final decision on acceptable controller to conform to City of Tempe standards for conservation.

Misc Labor and supply

\$6,413.58

\$870.38

Misc labor and supplies needed for the following:

- -For irrigation work, cap off unused sprinkler heads which will not be converted to drip manifolds. Includes necessary materials and labor.
- -For controller, re wire and re configure field wiring entering controller to properly wire into new unit. Current wiring is connected with multiple wire nuts and conduit holding wires is unattached.

	Deposit Due		\$16,530.63
	Total		\$33,061.25
	Subtotal		\$33,061.25
Pre emergent application for weed prevention			
Pre Emergent		1	\$1,087.97
Post emergent prevention for weed kill			
Post Emergent		1	\$543.99

Notes:

City of Tempe water conservation project at listed property in two sections

All line items above are subject to change pending date of acceptance, scope of work changing, plant availability and final selections, etc.

This estimate is active for 60 days from date of issue

All questions should be directed to Aaron @ Core Landscape or Aaron@corelandscapeaz.com



Proposal for Extra Work at Puerta Del Sol (East and West Sides)

Property Name Puerta Del Sol (East and West

Sides)

Property Address Rural Rd. and Southern Ave

Tempe, AZ 85282

Contact

Linda Meerow

To Puerta Del Sol

Billing Address

Project Name Puerta Del Sol (East and West Sides)

Project Description Turf Conversion around common area near pool for HOA

Scope of Work

Turf conversion project for Puerta Del Sol (East and West Side)

Demo existing turf area and convert to low water usage plants and succulents. Add drip irrigation to all new plants and cap off existing turf valve for this area. This proposal includes the haul off of all debris removed from existing landscape and any trash from work performed.

QT	TY UoN	/I/Size	Material/Description	Unit Price		Total
East Si	ide				Subtotal	\$7,813.58
1.	.00 UN	IT	Demo - Turf and brick boarder removal	\$1,760.00		\$1,760.00
1.	.00 UN	IT	Disposal	\$338.46		\$338.46
2.	00 EA	СН	Chilean Mesquite > 15 Gallon Install Mulch around each tree	\$139.33		\$278.67
1.	.00 TOI	N	Rip Rap River Rock Tree Boarder Material	\$127.11		\$127.11
2.	.00 EA	СН	Ocotillo > Bare Root	\$114.89		\$229.78
10	.00 EA	СН	Perennials > 5 Gallon	\$31.29		\$312.89
25	.00 EA	СН	Shrubs > 5 Gallon	\$34.22		\$855.56
5.	.00 EA	СН	Golden Barrel > 5 Gallon	\$68.44		\$342.22
10	.00 EA	СН	Succulents > 5 gallon	\$39.11		\$391.11
1.	.00 UN	IT	Irrigation - Tie new irrigation into existing drip system onsite.	\$1,491.11		\$1,491.11
15	.00 TO	N	1/2" Screened Decorative Granite Per Ton Labor and Material (Match existing)	\$112.44		\$1,686.67
West S	ide				Subtotal	\$11,515.24
1.	.00 UN	IT	Demo - Turf and brick boarder removal	\$1,955.56		\$1,955.56
1.	.00 UN	IT	Disposal	\$380.77		\$380.77
1.	00 EA	СН	Chilean Mesquite > 15 Gallon Install Mulch around each tree	\$139.33		\$139.33
1.	.00 UN	IT	Tree Boarder	\$0.00		\$0.00
2.	.00 EA	СН	Ocotillo > Bare Root	\$114.89		\$229.78
10	.00 EA	CH	Perennials > 5 Gallon	\$31.29		\$312.89
25	.00 EA	СН	Shrubs > 5 Gallon	\$34.22		\$855.56



Proposal for Extra Work at Puerta Del Sol (East and West Sides)

	5.00	EACH	Golden Barrel > 5 Gallon	\$68.44		\$342.22
	10.00	EACH	Succulents > 5 gallon	\$39.11		\$391.11
	1.00	UNIT	Irrigation - Tie new irrigation into existing drip system onsite.	\$1,491.11		\$1,491.11
	20.00	TON	1/2" Screened Decorative Granite Per Ton Labor and Material (Match existing)	\$112.45		\$2,248.91
	8.00	EACH	Boulders Medium and Large Size Per Boulder Surface Select	\$396.00		\$3,168.00
li	rrigation Co	ontroller			Subtotal	\$728.44
	1.00	EACH	Irrigation Controller - Rain Bird ESP - ME3 EPA Approved timer with expansion module	\$728.44		\$728.44

For internal use only

 SO#
 8040865

 JOB#
 394100000

 Service Line
 130

Total Price

\$20,057.26

TERMS & CONDITIONS

- 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.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. 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 requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1.00000limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e lated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer not the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. 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. Contractor cannot be held responsible for unknown or otherwise hild den 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions 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 brick filled trunks, metala 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Cortractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Cortractor will repair damaged irrigation lines at the Customer's expense.
- 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.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 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	Board member
Linda Meerow	Date	February 14, 2023

BrightView Landscape Services, Inc. "Contractor"

		Enhancement Manager
Signature	Title	
Kevin Everett		February 14, 2023
Printed Name	Date	

Job #: 394100000

SO #: 8040865 Proposed Price: \$20,057.26

Trees:

Palo brea 25x25

Fruitless olive 25x25

Chilean mesquite 30x30

Ironwood 25x25

Shoestring acacia 30x20

Shrubs:

Chaparral sage 4x4 purple spring summer

Texas sage 6x6 pink-purple summer

Chihuahuan sage 4x5 purple summer to fall

Brittle bush 3x4 yellow winter to spring

Baja or red fairy duster 5x5 redsspring to fall

Little leaf cordia 6x6 white spring to fall

Flttop buckwheat 1x2 white spring

Baja ruellia 3x4 purple spring to fall

Wooly butterfly bush 5x5 orange spring

Flame honeysuckle 3x4 orange-red summer to fall

Succulents, agaves & aloes

Octopus aloe

Agaves (Murphy, Weber's, Parry's, Twin flowered, Harvard)

Ocotillo

Purple prickly pear cactus

Totem pole cactus

Barrel cactus

<u>Perennials</u>

Trailing gazania

Desert marigolds

Angelita daisy

The Puerta Bulletin

Useful Information for Puerta del Sol Homeowners November 2022

TEMPE NEIGHBORHOOD GRANTS

As reported in the September *Puerta Post*, your Board has been investigating whether to apply for a matching grant from the City of Tempe for improvements to our common property. Tempe's Neighborhood Grant Program will pay 75% of the cost of a qualifying project, up to \$20,000. Grants are not available for repairs to existing facilities, but for improvements such as water-saving landscaping and neighborhood signage.

This *Puerta Bulletin* is both a <u>report from your Board</u> and a <u>request for your input</u> on the Board's work towards applying for a matching grant from the City of Tempe for a qualifying improvement project—a proposal to install landscaping that emphasizes water conservation. **Please give your input by November 30**.

REPORT:

Board members met with Tempe staff members and hosted a site visit by Tempe's staff arborist to evaluate our common area landscape and plantings. The Board has also reviewed recent applications from 12 other HOAs in Tempe that received landscaping grants.

We conclude that it is our best interest as an HOA to apply for a grant. We have looked closely at our common property—the street islands and the pool, ramada, and its surrounding grass areas (hereafter referred to as turf, the term used by Tempe staff) and plantings—to determine how to proceed. The best approach would be to look at discrete parts of the common property and start with a proposal for an area that is little used. We were encouraged by city officials to use a piecemeal approach, as HOAs may apply for multiple projects over time.

We recommend to Puerta del Sol owners that our HOA apply for a xeriscape landscaping project for the east end of the ramada property, outside of the pool fencing—approximately 600 square feet that currently is turf watered by spray

irrigation. Tempe is encouraging HOAs to replace water-thirsty turf with plants and trees that use less water, which is known as xeriscape landscaping. Reducing water consumption would save the HOA money—our water bill is the HOA's second largest expense, behind only our weekly lawn and landscaping service. Xeriscape landscaping saves water by using drip irrigation directly to trees, bushes, and succulents rather than watering the entire area with spray nozzles. The result is much less water needed to maintain the landscaping.

As a first step, we propose to remove the turf from the east end of the ramada property (outside the pool fencing) and replace it with drought-tolerant trees, bushes, and succulents. This is an area of approximately 600 square feet that is relatively little used by residents.

Below are some pictures that show what xeriscape landscaping is like. It is important to know that it is not just replacing turf with gravel—the concept of a xeriscape garden is to create an attractive area of drought-tolerant plants that provide shade, color and texture, and a food source for pollinators, humming-birds, and butterflies—even migrating Monarch butterflies.

Our research shows that many HOAs in Tempe are replacing water-intensive turf with more responsible xeriscape gardens, and we believe that now is the time for Puerta del Sol to join this movement.

Below are some pictures illustrating what xeriscape gardens can look like—the goal would be to plant trees, bushes, and succulents that, when mature, would cover roughly 50% of the area now covered with turf.









There are two public demonstration gardens nearby. Tempe's demonstration garden is located at 1265 N. College Avenue. This garden showcases desert-friendly landscape plants and provides information about water conservation, proper planting techniques, irrigation practices, plant care and more. Scottsdale also has a demonstration garden in Chaparral Park, at the corner of Hayden Road and McDonald Drive. Scottsdale's garden is a National Wildlife Federation Certified Wildlife Habitat that showcases some 200 species of desert plants and provides information about low-water use plants and trees, water harvesting, and other tips for caring for desert landscape.

REQUEST FOR INPUT BY NOVEMBER 30:

As the Board continues to consider applying for a Tempe grant, we would appreciate hearing from you. The next two pages ask some questions we hope you will answer, and provide an open-ended opportunity for you to give the Board your thoughts on pursuing a landscaping project.

If you receive this *Puerta Bulletin* by email, feel free to respond by email to Board Secretary Ted Gerarden at Please use the number of each question to indicate which question you are commenting on; again, please add any other thoughts you wish to share with the Board.

If you receive this in hard copy, please detach the last two pages, fill in your answers, and drop them off in Dave Capco's secure mailbox at or, alternatively, mail your comments to: Puerta del Sol HOA, PO Box 26061, Tempe, AZ 85285.

PLEASE GIVE THE BOARD YOUR VIEWS BY NOVEMBER 30

1.	HOAs and homeowners have been switching from water-intensive turf to drought-tolerant trees, bushes, and succulents in recent years. Do you approve of Puerta del Sol doing so? Yes: No:
2.	The entire ramada area has four distinct areas that currently have turf watered by spray irrigation. Here are the four areas of turf and their approximate square footage, from west to east: a. The west end of the common area outside of the pool fencing (visible as you drive into East Laguna Drive): 1300 square feet b. The west side of the pool area between the pool fencing and the west ramada: 3275 square feet c. The turf on both the north and south sides of the pool itself: 550 square feet d. The east end of the common area outside of the pool fencing (visible from the easternmost homes on our street): 600 square feet Which of these four areas, if any, do you think should be changed over to,
	or modified with, xeriscape garden plants (check those that should be changed over or modified): a b c d
3.	If Puerta del Sol were to convert turf to xeriscape garden plants, is the small area at the east end of the ramada property (outside of the pool fencing) the best place to start? Yes: No: If no, where would you start?
4.	The Board is thinking about starting with a modest cost project. But Tempe will pay 75% of the cost up to \$20,000. To get \$20,000 from Tempe, the HOA would have to propose a project costing nearly \$27,000.

and contribute all amounts above \$20,000. By contrast, if a smaller project costs, for instance, \$10,000, the HOA's contribution would be

\$2500. Do you think that the Board should start with a less expensive project or try to maximize the amount that Tempe will pay (check one)? Start with a smaller project: Maximize the Tempe grant:
5. Since xeriscape gardens are intended to include drought-tolerant shade trees, flowering bushes, and succulents, are there any favorite trees, bushes, or succulents that you would like to see planted in the common area? List your favorites below:
6. Do you have any other comments for the Board?
Name and Puerta del Sol house number: