

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

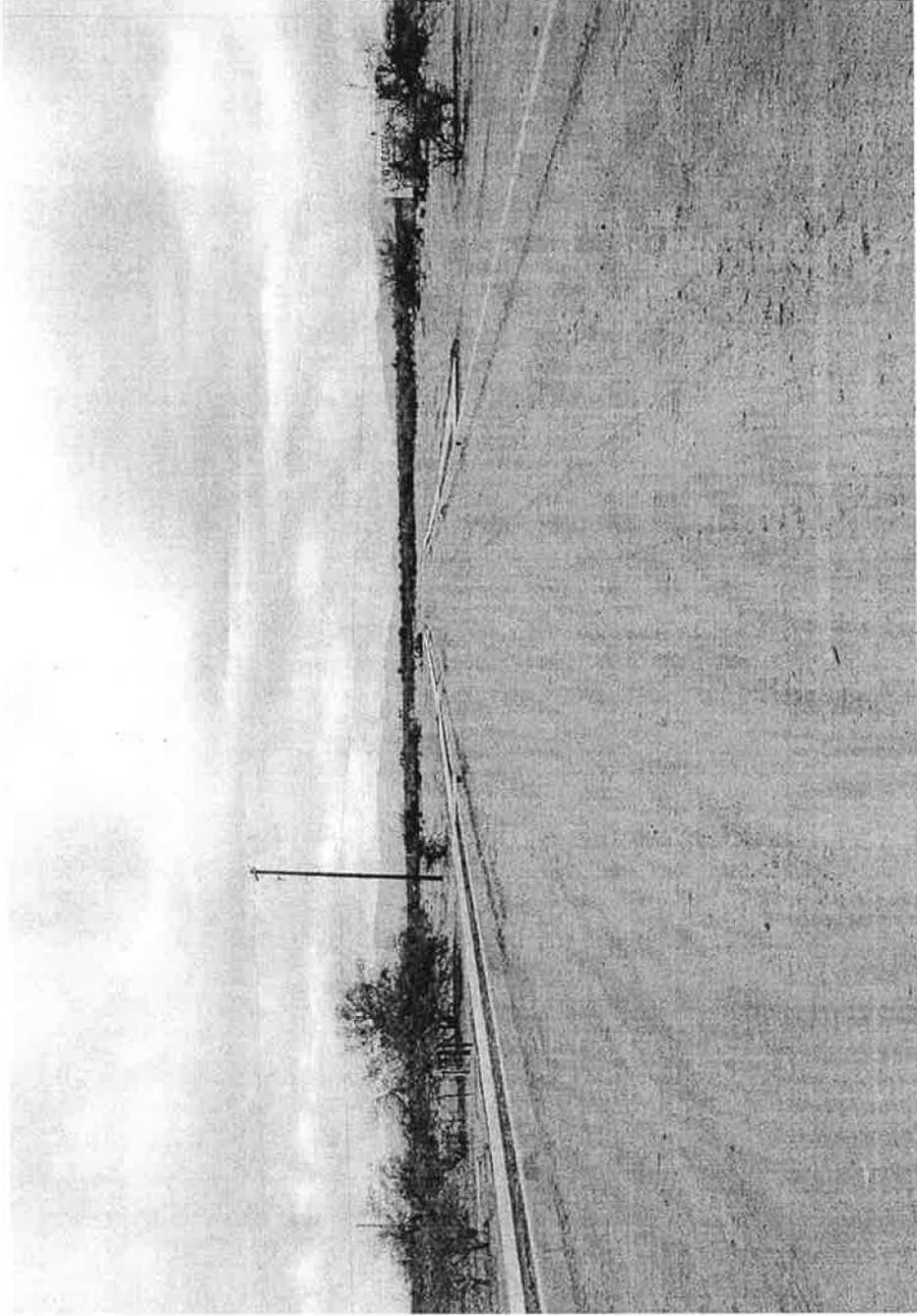
CFD ID # 1

DESCRIPTION

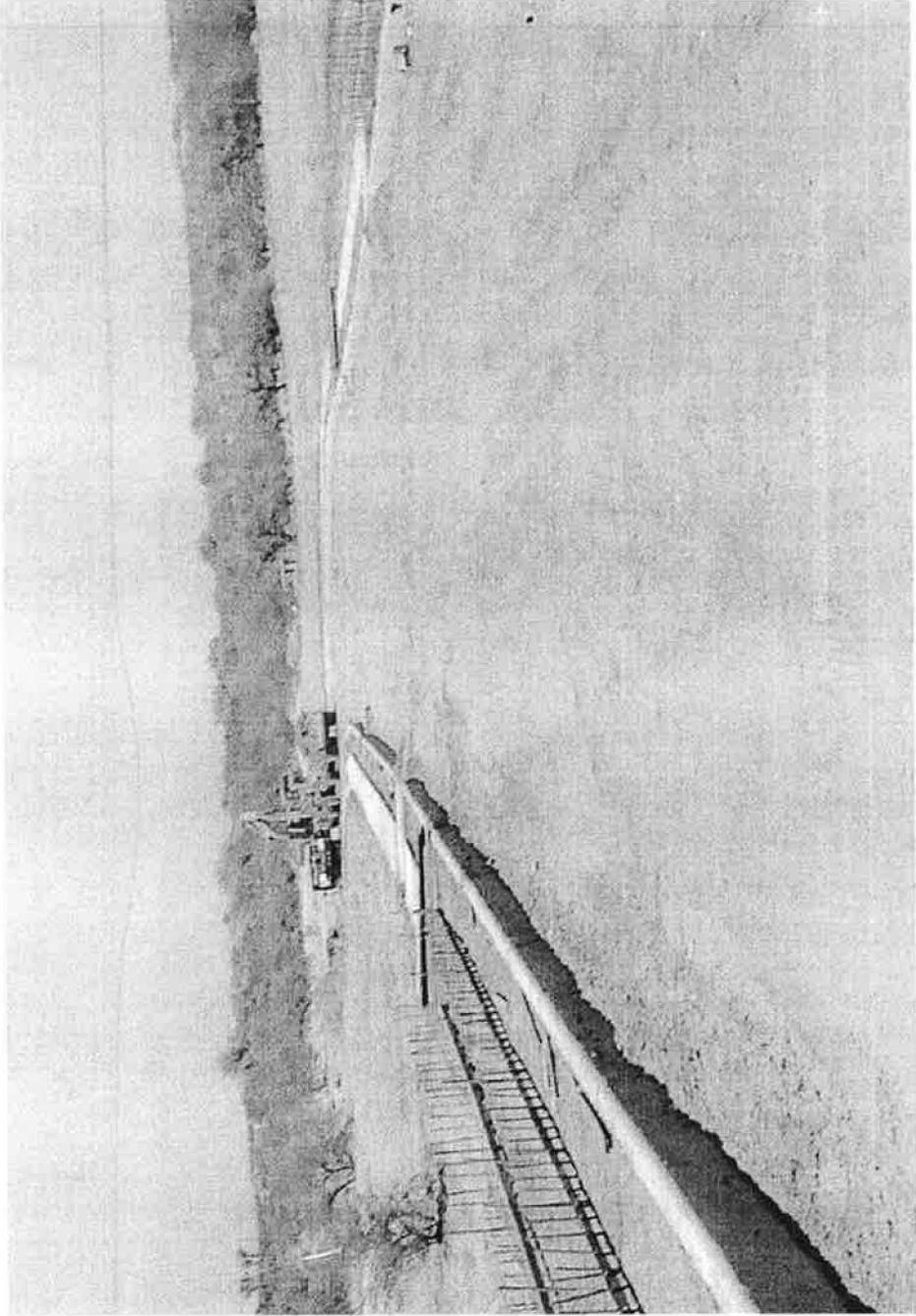
**Campbell Ave**

\$458,656.24

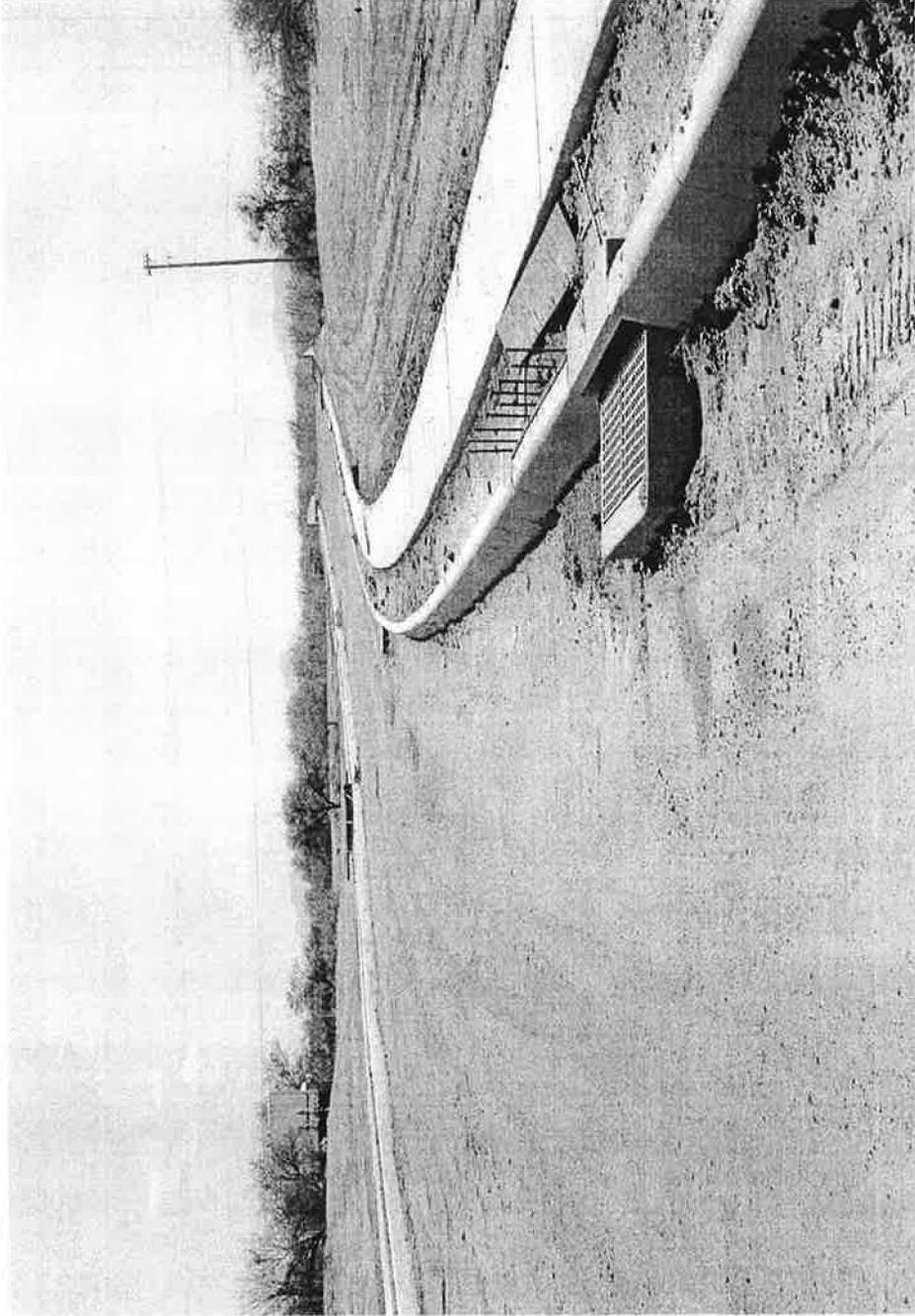
Campbell Avenue (Public Arterial)



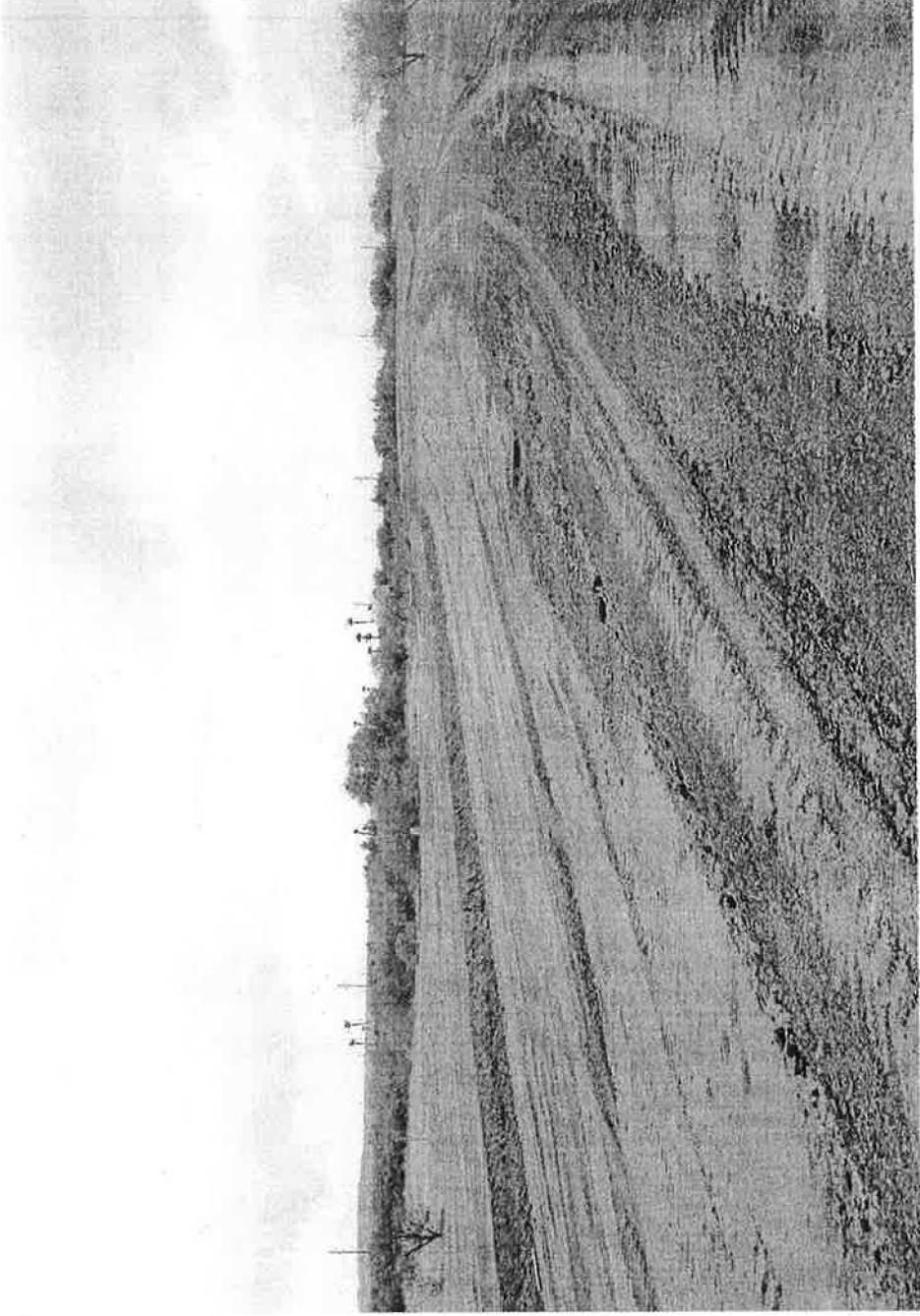
Campbell Ave



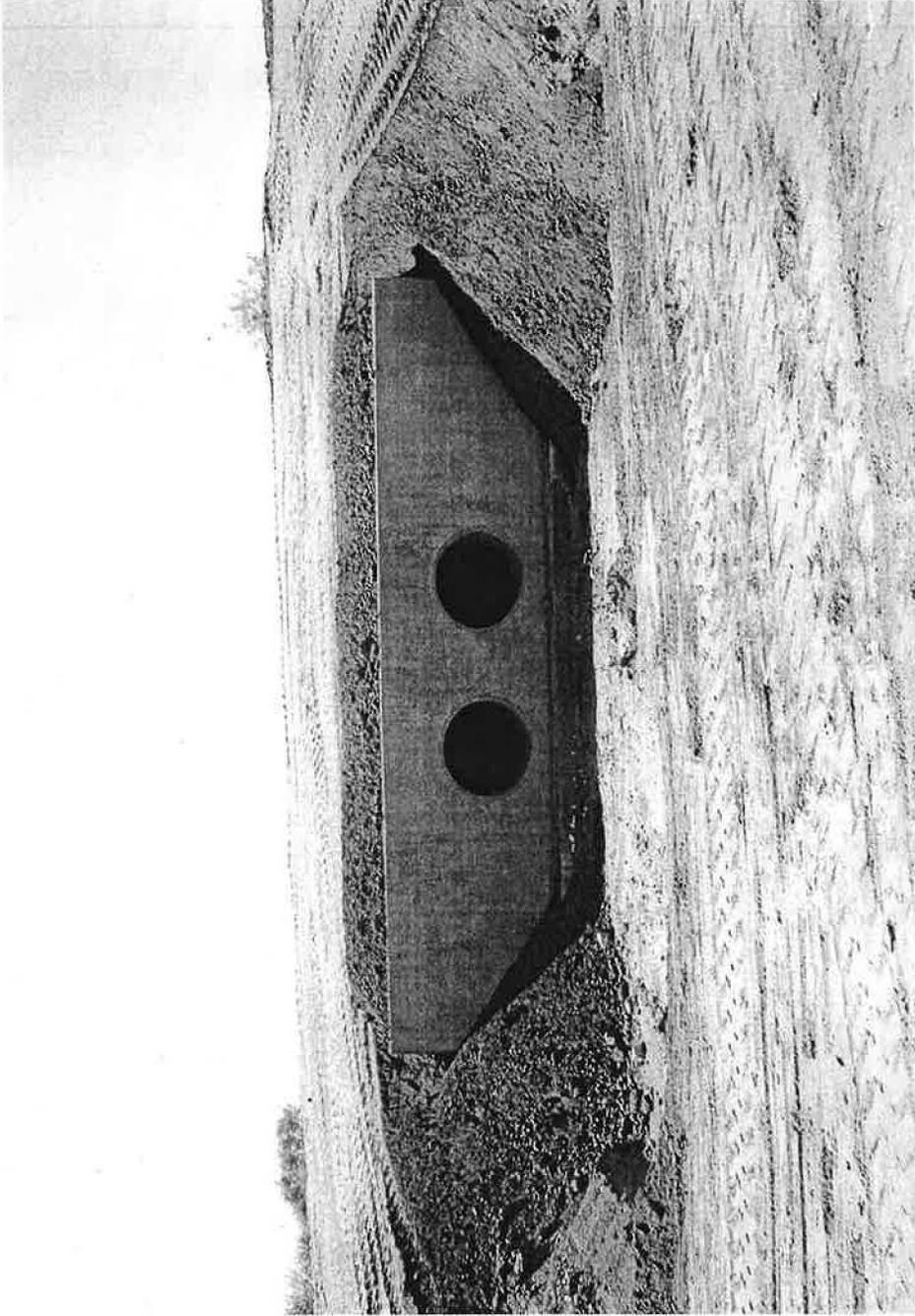
Campbell Ave



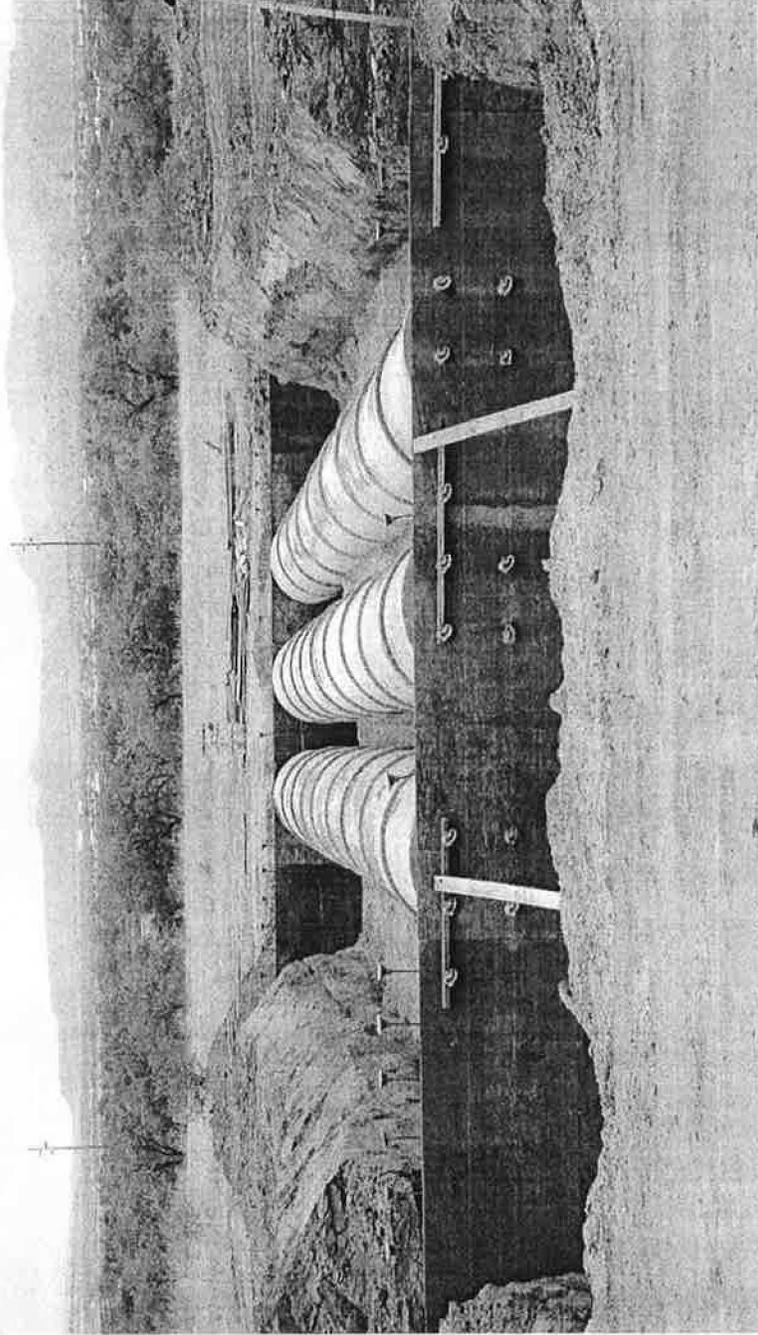
Campbell Ave



Campbell Ave



Drainage on Campbell



Drainage on Campbell Ave



Campbell Ave Drainage

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Amount
<b>B&amp;R Engineering Total</b>	\$13,272.00
<b>Amerson Surveying Total</b>	\$31,695.00
<b>Arc Studios Total</b>	\$3,110.96
<b>GeoResource Total</b>	\$15,737.50
<b>Jack Osborn Total</b>	\$360.00
<b>O'Leary Const., Inc. Total</b>	\$5,908.23
<b>O'Leary Const., Inc. (65120) Total</b>	\$187,158.95
<b>O'Leary Const., Inc. (65779) Total</b>	\$178,769.83
<b>Quail Creek Water Total</b>	\$2,543.23
<b>Town of Sahuarita Total</b>	\$1,980.00
<b>Sales Tax Total</b>	\$11,465.18
<b>Overhead Total</b>	\$6,655.36
	=====
	\$458,656.24

Campbell Avenue (Public Arterial)

# Quail Creek Community Facilities District

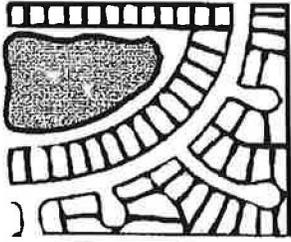
## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
B&R Engineering		5/4/07	\$13,272.00
<b>B&amp;R Engineering Total</b>			<b>\$13,272.00</b>

Campbell Avenue (Public Arterial)



# B&R

## ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

### INVOICE

**Invoice Date:** May 4, 2007

**TO:**

Robson Ranch Quail Creek, LLC  
9532 E. Riggs Rd.  
Sun Lakes, AZ 85248

**FOR:**

Quail Creek CFD  
Campbell Avenue Phase II

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	74.5	\$48.00/hr.	\$3,576.00
Engineering costs – Project Engineer/Designer	202.0	\$86.00/hr.	\$9,696.00
<b>TOTAL</b>			<b>\$13,272.00</b>

Approved: 

328017

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Amerson Surveying	7337	9/30/06	\$900.00
Amerson Surveying	7398	1/31/06	\$4,850.00
Amerson Surveying	7468	11/30/06	\$18,370.00
Amerson Surveying	7516	2/28/07	\$1,875.00
Amerson Surveying	7542	12/29/06	\$4,350.00
Amerson Surveying	7626	1/31/07	\$300.00
Amerson Surveying	7808	3/30/07	\$1,050.00
<b>Amerson Surveying Total</b>			<b>\$31,695.00</b>

Campbell Avenue (Public Arterial)

**AMERSON SURVEYING, INC.**

CFD

4552 E. Camp Lowell Drive  
Tucson, Arizona 85712  
fax (520) 325-8703  
(520) 325-5883

DATE: September 30, 2006  
INVOICE NO. 7337

Robson Ranch Quail Creek LLC  
Attn: Mr. Tom Fetterly  
2175 E. Quail Crossing Blvd.  
Green Valley, Arizona 85614

**INVOICE**

RE: **Quail Creek - Campbell Road Alignment  
AS #06018**

09/20/06 Calculations and preparation of Legal Description - Two  
Easements with Sketches for Campbell Avenue and Quail  
Creek Parkway (6 pages). One copy mailed to Traci on  
September 21, 2006.

**TOTAL DUE <sup>EST</sup> \$900.00**

Thank you!

MKA:ga

*Campbell Road LEGAL*

*328017.1730.1195*

*JF*

**RECEIVED OCT 04 2006**



AMERSON SURVEYING, INC.  
 Camp Lowell Corporate Center  
 4552 E. Camp Lowell Drive  
 Tucson, AZ 85712

# Invoice

Date	Invoice #
10/31/2006	7398

*CFD*

Bill To

Robson Ranch Quail Creek L.L.C.  
 Tom Fetterly  
 2175 E. Quail Crossing Blvd.  
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alignment

Date of Service	Description	Amount
10/3/2006	Preparation of Legal Description and Sketch for Public Sewer Easement and revised 10/03/2006.	200.00
10/11/2006	Original Legal Description and Sketch hand-delivered to Traci by Brett Oaks.	
10/13/2006	Set control points along Campbell Alignment.	650.00
10/16/2006	Set and located horizontal control points along Campbell Road Extension.	1,000.00
10/16/2006	Set and located horizontal control points along Campbell Road Extension.	750.00
10/16/2006	Started vertical control bench loop for Campbell Alignment control points.	1,000.00
10/19/2006	Continued vertical control bench loop for Campbell Alignment control points.	875.00
10/27/2006	Ran level loop for control.	375.00
<i>CAMPBELL ROADWAY</i> <i>328017.1730.1195</i> <i>LEGAL &amp; CONTROL POINTS</i>		
<b>Total</b>		\$4,850.00

*JCF*  
 RECEIVED NOV 09 2006



AMERSON SURVEYING, INC.  
 Camp Lowell Corporate Center  
 4552 E. Camp Lowell Drive  
 Tucson, AZ 85712

**Invoice**

Date	Invoice #
11/30/2006	7468

*CFD*

**Bill To**

Robson Ranch Quail Creek L.L.C.  
 Tom Fetterly  
 2175 E. Quail Crossing Blvd.  
 Green Valley, Arizona 85614

<b>PROJECT</b>
Contract 06018 QC Campbell Road Alignment

Date of Service	Description	Amount
11/1/2006	Set control points and ran elevations north of Quail Crossing Boulevard. ✓	600.00
11/2/2006	Set control points and ran elevations north of Quail Crossing Boulevard. ✓	900.00
11/3/2006	Set offsets to property line for fence relocation and continued level loop	1,050.00
11/6/2006	Ran level loop for vertical control along Quail Crossing Blvd.	1,040.00
11/7/2006	Ran level loop for vertical control along Quail Crossing Blvd.	130.00
11/7/2006	Staked centerline of borrow area points on Quail Crossing Extension at Stone House towards Campbell Alignment with cut/fill to finish grade per Tom.	900.00
11/8/2006	Calculations of sewer and clear limits.	1,000.00
11/13/2006	Started staking clear limits.	1,200.00
11/14/2006	Continued staking clear limits.	1,200.00
11/15/2006	Finished staking clear limits - 100% complete.	1,050.00
11/17/2006	Calculations: Centerline and pro, edit, calcs, files, plots.	2,400.00
11/17/2006	Staked levee area on north side.	300.00
11/20/2006	Staked wall at south levee and started slope staking.	1,350.00
11/21/2006	Staked wall at south levee and started slope staking.	900.00
11/22/2006	Slope staked +/- 1500 l.f. on Campbell.	1,050.00
11/27/2006	Slope staked +/- 1500 l.f. on Campbell.	1,050.00
11/28/2006	Slope staked +/- 700 l.f. on Campbell.	600.00
11/29/2006	Slope staked +/- 700 l.f. on Campbell.	600.00
11/30/2006	Slope staked +/- 1200 l.f. on Campbell.	1,050.00
<i>CAMPBELL ROADWAY 328017-1730-1195 CONTRA-LOPS-STAKING</i>		
<b>Total</b>		\$18,370.00

! RECEIVED DEC 12 2006

*JCF*



AMERSON SURVEYING, INC.  
Camp Lowell Corporate Center  
4552 E. Camp Lowell Drive  
Tucson, AZ 85712

# Invoice

Date	Invoice #
2/28/2007	7516

*CFD*

**Bill To**

Robson Ranch Quail Creek L.L.C.  
Tom Fetterly  
2175 E. Quail Crossing Blvd.  
Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

Date of Service	Description	Amount
2/9/2007	Started staking H.D.P. pipe along Campbell Avenue +/- 500 l.f.	675.00
2/19/2007	Staked remaining pipes with offsets and staked four catch basins.	1,200.00
<p><i>CAMPBELL DRAINAGE</i></p> <p><i>RECLASSIFIED 328017</i></p> <p><i>328070.1730.1195</i></p> <p><i>HDPE DRAIN</i></p>		
<p><b>RECEIVED</b> MAR 14 2007 <i>JCF</i></p>		
<b>Total</b>		<b>\$1,875.00</b>



AMERSON SURVEYING, INC.  
 Camp Lowell Corporate Center  
 4552 E. Camp Lowell Drive  
 Tucson, AZ 85712

**Invoice**

Date	Invoice #
12/29/2006	7542

Bill To

Robson Ranch Quail Creek L.L.C.  
 Tom Fetterly  
 2175 E. Quail Crossing Blvd.  
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

*CFD*

Date of Service	Description	Amount
12/4/2006	Campbell Extension slope stakes	750.00
12/5/2006	Campbell Extension slope stakes.	1,200.00
12/6/2006	Slope staking of south levee.	1,200.00
12/14/2006	Finished level loop for vertical control.	1,200.00
12/15/2006	Slope staking of south side and east end of east drainway.	1,200.00
<p><i>CFD CAMPBELL AVE</i>  <del>328017.1730.1195 4350<sup>00</sup></del>  <del>328011.1730.1195 1200<sup>00</sup></del>  <i>CFD BRAINARD IMPROVEMENTS</i></p>		
<p>RECEIVED JAN 02 2007 <i>JF</i></p>		
<b>Total</b>		\$5,550.00



AMERSON SURVEYING, INC.  
 Camp Lowell Corporate Center  
 4552 E. Camp Lowell Drive  
 Tucson, AZ 85712

**Invoice**

Date	Invoice #
1/31/2007	7626

*CFD*

Bill To

Robson Ranch Quail Creek L.L.C.  
 Tom Fetterly  
 2175 E. Quail Crossing Blvd.  
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

Date of Service	Description	Amount
1/12/2007	Staked R.C.P.  <i>CAMPBELL ROAD way</i>  <i>JCF</i> 328017.1730.1195 STAKE SOUTH RCP	300.00
<b>RECEIVED FEB 07 2007</b>		<b>Total \$300.00</b>



AMERSON SURVEYING, INC.  
 Camp Lowell Corporate Center  
 4552 E. Camp Lowell Drive  
 Tucson, AZ 85712

# Invoice

Date	Invoice #
3/30/2007	7808

Bill To

Robson Ranch Quail Creek L.L.C.  
 Tom Fetterly  
 2175 E. Quail Crossing Blvd.  
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

CFD

Date of Service	Description	Amount
3/2/2007	Catch Basins: Staked two remaining catch basins and shot forms on four other catch basins.	600.00
3/8/2007	Catch Basins: Checked layout and grades on two catch basins.	150.00
3/26/2007	Sewer: Started staking sewer mainline.	+ 1,200.00
3/28/2007	Sewer: Staked sewer.	+ 1,200.00
3/29/2007	Sewer: Graded with level.	+ 900.00
3/30/2007	Sewer: Staked remaining mainline and graded with a level.	+ 900.00
3/30/2007	Curb Staking: Staked curb cuts at Quail Crossing Blvd.	300.00
<p>328017.1730.1195 1050.00</p> <p>328014.1730.1195 4200.00</p>		<p>DRAINS &amp; CURBS</p> <p>CAMPBELL SEWER</p>
<p>RECEIVED APR 03 2007 <i>JF</i></p>		
<b>Total</b>		<b>\$5,250.00</b>

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Arc Studios	3411	7/20/06	\$3,110.96
<b>Arc Studios Total</b>			<b>\$3,110.96</b>

Campbell Avenue (Public Arterial)



**ARC Studios**  
A TMHS Company

CFD

# Invoice

6300 E. El Dorado Plaza, Suite A220  
Tucson, AZ 85715

DATE INVOICE #

7/20/2006 3411

Tom Fetterly  
Robson Communities  
2175 E. Quail Crossing Blvd.  
Green Valley, AZ 85614

PROJECT

TERMS

Campbell Ave. Extension 01-06094

Net 30

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
NPPO 1	NPP Field Work	3	95.00	285.00
NPPO 3	NPP Field Work	3	65.00	195.00
NPPO 1	NPP Plan	1.5	95.00	142.50
NPPO 2	NPP Plan	12	85.00	1,020.00
NPPO 3	NPP Plan	19	65.00	1,235.00
amb Group				
	6/19/06 plotting		84.00	84.00
	6/19/06 plotting		66.00	66.00
	6/20/06 printing		58.46	58.46
	6/20/06 delivery		25.00	25.00
	Total Reimbursable Expenses			233.46
			<b>Total</b>	<b>\$3,110.96</b>

328010.1730.1105  
RE 328017

RECEIVED JUL 25 2006

# ARC STUDIOS PLOT FORM

*[Handwritten mark]*

PROJECT NAME Campbell Extension DATE 06-19-06  
PROJECT NUMBER 01-06094

SHEET SIZE: 30X42 24X36

PLOT TYPE: CHECK SUBMITTAL CLIENT REVIEW BASE  
OFFICE USE BLACK & WHITE OR COLOR

TOTAL NUMBER OF PLOTS: 11

# ARC STUDIOS PLOT FORM

*[Handwritten mark]*

PROJECT NAME Campbell Exten. DATE 6-19-06  
PROJECT NUMBER 01-06094

SHEET SIZE: 30X42 24X36

PLOT TYPE: CHECK SUBMITTAL CLIENT REVIEW BASE  
OFFICE USE BLACK & WHITE OR COLOR

TOTAL NUMBER OF PLOTS: ~~#~~ 14 (again)



138765

INVOICE

138765

Jun 20, 2006

INVOICE DATE

Phone: 520.327.6700 • Fax: 520.322.6811  
 500 E. Speedway, Suite 54 • Tucson, Az 85712

plot@advanceblueprint.net  
 www.advanceblueprint.net

"We're Not The Biggest Company, We're Just BIG On Service & We Care"

SOLD TO: **ARC STUDIOS**  
 6300 East El Dorado Plaza  
 Suite A220  
 Tucson, AZ 85715

Ship To:  
 IVY../Due by:1000

DM

CUSTOMER ID	PURCHASE ORDER	PAYMENT TERMS	PAGE
9655	01.06094 CAMPBELL EX	Net 30 Days	1

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
6.00	EXV55	sq.ft./Reproducible Xerographic Vellum Same Size	0.900	5.40
210.00	DPI	Sq. Ft./Bond Digital Printing/Blackline	0.190	39.90
108.00	FD	sq.ft./Folding	0.090	9.72
			9.720	
			<b>Sales Tax</b>	<b>3.44</b>
			<b>Total Invoice Amount</b>	<b>58.46</b>
			<b>Amount Received With Invoice</b>	<b>0.00</b>
<b>NATURE:</b>			<b>TOTAL</b>	<b>\$58.46</b>

PLEASE INCLUDE INVOICE NUMBERS ON CHECK/CHECK STUB OR FURNISH INVOICE OR STATEMENT COPIES WITH YOUR PAYMENT.

NOTE: ACCEPTANCE OF THIS PURCHASE OR MERCHANDISE CONSTITUTES A CONTRACT BETWEEN BUYER & ADVANCE REPROGRAPHICS INC. WHEREBY, BUYER WILL PAY THIS INVOICE WITHIN 30 DAYS FROM DATE NOTED. PAST DUE INVOICES WILL BE SUBJECT TO A 1 1/2% INTEREST CHARGES PER MONTH. IN ADDITION BUYER AGREES TO PAY ALL REASONABLE COLLECTION AND/OR COURT & LAWYER'S FEES INCURRED FOR COLLECTION OF ANY PAST DUE INVOICE. ACCOUNTS PAST DUE OVER 90 DAYS MAY BE SUBJECT TO STANDARD RETAIL PRICING WITHOUT

**J2 Express Delivery Service - Invoice for June 2006**

**Arc Studios**

Date:	Origination:	Destination:	Contact:	Priority:	Time In:	Time Del:	Comment:	Charge:
6/1/06	ARC STUDIOS	TOWN OF ORO VALLEY	IVY	Extra	8:37	11:15	04103 - 11000 N LA CANADA	\$15.00 ✓
6/2/06	ARC STUDIOS	STANTEC	IVY	Routine1	8:00	9:00	201 N BONITA - 05158	\$8.50 ✓
6/7/06	<del>SBA</del> <b>ABA</b> ARC STUDIOS	ARC STUDIOS	IVY	Asap1	14:25	15:44	1001 N ALV #175 <u>05128</u>	\$10.50 ✓
6/7/06	CITY OF TUC PARKS AND REC	ARC STUDIOS	IVY	Asap1	14:25	15:44	900 S RANDOLF <u>01.04059</u>	\$10.50 ✓
6/7/06	ARC STUDIOS	RICK ENGR	IVY	Asap1	10:36	11:15	2 TRANSMITTALS <u>04097</u>	\$10.50 ✓
6/12/06	DR HORTON	ARC STUDIOS	IVY	Asap1	9:11	9:45	05081 - 5255 E WILLIAMS CIRCLE	\$10.50 ✓
6/13/06	ARC STUDIOS	TOWN OF MARANA	IVY	Extra1	12:00	14:00	05080 - ENVELOPE	\$20.00 ✓
6/13/06	ARC STUDIOS	PIMA CO FLOOD CONTROL	IVY	Routine1	15:22	11:44	05076 - 201 N STONE 4TH FL PU 6/12	\$8.50 ✓
6/14/06	ARC STUDIOS	TOWN OF MARANA	IVY	Extra1	12:53	14:56	04171 - 11555 W CIVIC CTR DR	\$20.00 ✓
6/14/06	ARC STUDIOS	DESERT GLEN	IVY	Urgent1	15:14	16:48	1695 W SAHUARO <u>04037</u>	\$12.50 ✓
6/15/06	ARC STUDIOS	SWAIM & ASSOC	IVY	Urgent1	8:02	8:30	PLANS <u>05047</u>	\$12.50 ✓
6/15/06	ARC STUDIOS	ACORN ASSOC	IVY	Routine1	15:16	8:25	4400 E BROADWAY #505 <u>04037</u>	\$8.50 ✓
6/15/06	ARC STUDIOS	CHESTNUT COST	IVY	Routine1	15:15	8:00	5997 E GRANT <u>04037</u>	\$8.50 ✓
6/20/06	ARC STUDIOS	ROBSON COMMUNITIES	IVY	Extra2	9:32	11:07	0106094	\$25.00 ✓
6/22/06	TUC POS SYS	ARC STUDIOS	IVY	Routine1	11:57	14:25	REF#OFFICE 4412 N DODGE 4 BOXES OF TAPE	\$8.50 ✓
6/27/06	ARC STUDIOS	CASTRO	IVY	Asap2	13:22	15:58	05154 - 3580 W INA	\$12.50 ✓
6/28/06	ARC STUDIOS	TOWN OF MARANA	IVY	Extra1	9:01	10:15	05081	\$20.00 ✓
6/29/06	ARC STUDIOS	SWAIM & ASSOC	IVY	Urgent1	8:20	9:05	3936 E FT LOWELL <u>01.04026</u>	\$12.50 ✓
6/29/06	ARC STUDIOS	COTTONWOOD PROP	IVY	Routine2	10:30	14:50	04171	\$10.50 ✓
6/29/06	ARC STUDIOS	AZ UNDERGROUND	IVY	Routine1	10:30	14:30	04171	\$8.50 ✓

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
GeoResource	4952-001/0907	9/7/06	\$3,550.00
GeoResource	4952-003/01-07	2/15/07	\$6,539.00
GeoResource	4952-003/02-07	3/13/07	\$501.50
GeoResource	4952-003/11-06	12/7/06	\$796.00
GeoResource	4952-003/12-06	1/12/07	\$2,996.00
GeoResource	4952-004/02-07	3/13/07	\$1,355.00
<b>GeoResource Total</b>			<b>\$15,737.50</b>

Campbell Avenue (Public Arterial)



GEO/RESOURCE CONSULTANTS, INC.  
GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS

Corporate Headquarters  
211 10th Street, Suite 298  
Oakland, California 94607  
(510) 832-3177 FAX (510) 832-6013  
Website: www.georesource.com

# Invoice

CFD

*Campbell Bridges / 50/50*  
*WASH Crossings*

Page: 1  
Invoice Number: 4952-001/0907  
Invoice Date: Sep 7, 2006

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
MR. TOM FETTERLY  
2175 E. QUAIL CROSSING BLVD.  
SAHUARITA, AZ 85614

GRC Project Number: 4952-001 & 4952-002

Due upon Receipt

	Hours/Units	Rate	Total
TWO CAMPBELL AVENUE BRIDGES AT QUAIL CREEK II			
TOTAL CONTRACT AMOUNT: \$19,040.00			
<u>GEOTECHNICAL INVESTIGATION - 4952-001</u>			
AMOUNT PREVIOUSLY BILLED AT 75% COMPLETE: \$11,617.50			
(See Invoice 4952-001/0717 dated 7/17/06)			
REMAINING BILLING FOR JOB COMPLETION			\$ 3,872.50
<u>PAVEMENT DESIGN - 4952-002</u>			
			\$ 3,550.00

*328017.1730.1195 = 3550<sup>00</sup>*  
*328009.1730.1195 = 3872<sup>50</sup>*

Total Invoice Amount \$ 7,422.50

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

*[Signature]*  
**RECEIVED** SEP 13 2006

11 9/13/06



GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS  
 Corporate Headquarters  
 211 10th Street, Suite 298  
 Oakland, California 94607  
 (510) 832-3177 FAX (510) 832-6013  
 Website: www.georesource.com

## Invoice

Page: 1  
 Invoice Number:  
 4952-003/01-07  
 Invoice Date:  
 Feb 15, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
 MR. TOM FETTERLY  
 2175 E. QUAIL CROSSING BLVD.  
 SAHUARITA, AZ 85614

CFD  
 Campbell Roadway

GRC Project Number: 4952-003

Due Upon Receipt

### CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
OBSERVATION & TESTING - SUBGRADE EVALUATION			
SERVICES: 1/1/07 - 1/27/07			
PROJECT MANAGER	26.50	65.00	\$ 1,722.50
SENIOR GEOLOGIST	2.50	98.00	\$ 245.00
TECHNICIAN	82.00	42.00	\$ 3,444.00
LAB SERVICES			\$ 495.00
MILEAGE			\$ 612.50
WORD PROCESSING	0.50	40.00	\$ 20.00

328017.1730.1110  
 SUBGRADE TEST & EVALUATE

RECEIVED FEB 21 2007

Total Invoice Amount

\$ 6,539.00

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

 **GEO/RESOURCE CONSULTANTS, INC.**  
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS  
 Corporate Headquarters  
 211 10th Street, Suite 298  
 Oakland, California 94607  
 (510) 832-3177 FAX (510) 832-6013  
 Website: www.georesource.com

# Invoice

Page: 1  
 Invoice Number:  
**4952-003/02-07**  
 Invoice Date:  
**Mar 13, 2007**

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
 MR. TOM FETTERLY  
 2175 E. QUAIL CROSSING BLVD.  
 SAHUARITA, AZ 85614

*CFD*

GRC Project Number: 4952-003

Due Upon Receipt

## CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 1/28/07 - 2/24/07			
PROJECT MANAGER	1.00	65.00	\$ 65.00
TECHNICIAN	8.00	42.00	\$ 336.00
WORD PROCESSING	1.50	40.00	\$ 60.00
MILEAGE			\$ 40.50

*328017. 1730. 1110*  
*DRAIN BACKFILL*

RECEIVED MAR 19 2007 *JF*

Total Invoice Amount

\$ 501.50

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

 **GEO/RESOURCE CONSULTANTS, INC.**  
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS  
 Corporate Headquarters  
 211 10th Street, Suite 298  
 Oakland, California 94607  
 (510) 832-3177 FAX (510) 832-6013  
 Website: www.georesource.com

**Invoice**

CFD  
*CAMPBELL ROADWAY*

Page: 1  
 Invoice Number:  
 4952-003/11-06  
 Invoice Date:  
 Dec 7, 2006

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
 MR. TOM FETTERLY  
 2175 E. QUAIL CROSSING BLVD.  
 SAHUARITA, AZ 85614

GRC Project Number: 4952-003

Due Upon Receipt

**CAMPBELL AVENUE AT QUAIL CREEK**

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 11/1/06 - 11/25/06			
PROJECT MANAGER	4.50	65.00	\$ 292.50
TECHNICIAN	7.00	42.00	\$ 294.00
LAB SERVICES			\$ 110.00
MILEAGE			\$ 99.50

*328017.1730.1195*  
*MISS EX DENSITIES*

RECEIVED DEC 13 2006 *JCF*

Total Invoice Amount \$ 796.00

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.



GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS  
 Corporate Headquarters  
 211 10th Street, Suite 298  
 Oakland, California 94607  
 (510) 832-3177 FAX (510) 832-6013  
 Website: www.georesource.com

71674

**Invoice**

CFD  
 Campbell Road

Page: 1  
 Invoice Number:  
 4952-003/12-06  
 Invoice Date:  
 Jan 12, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
 MR. TOM FETTERLY  
 2175 E. QUAIL CROSSING BLVD.  
 SAHUARITA, AZ 85614

GRC Project Number: 4952-003

Due Upon Receipt

**CAMPBELL AVENUE AT QUAIL CREEK**

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 11/26/06 - 12/30/06			
PROJECT MANAGER	3.00	65.00	\$ 195.00
TECHNICIAN	51.50	42.00	\$ 2,163.00
LAB SERVICES			\$ 110.00
MILEAGE			\$ 488.00
WORD PROCESSING	1.00	40.00	\$ 40.00

328017.1730.1110

RECEIVED JAN 10 2007

*JCF*

Total Invoice Amount

\$ 2,996.00

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.



GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS  
 Corporate Headquarters  
 211 10th Street, Suite 298  
 Oakland, California 94607  
 (510) 832-3177 FAX (510) 832-6013  
 Website: www.georesource.com

## Invoice

Page: 1  
 Invoice Number:  
 4952-004/02-07  
 Invoice Date:  
 Mar 13, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.  
 MR. TOM FETTERLY  
 2175 E. QUAIL CROSSING BLVD.  
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-004

Due Upon Receipt

### CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
STORM DRAIN, CONCRETE MATERIALS TESTING			
SERVICES: 1/28/07 - 2/24/07			
PROJECT MANAGER	1.00	65.00	\$ 65.00
TECHNICIAN	16.50	42.00	\$ 693.00
LAB SERVICES			\$ 319.00
MILEAGE			\$ 218.00
WORD PROCESSING	1.50	40.00	\$ 60.00

328017.1730.1110  
 DRAIN CONCRETE SETS

RECEIVED MAR 19 2007

*JL*

Total Invoice Amount

\$ 1,355.00

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Jack Osborn	526	8/20/06	\$360.00
<b>Jack Osborn Total</b>			<b>\$360.00</b>

Campbell Avenue (Public Arterial)

**Jack Osborn**  
**1772 N Bayshore Drive**  
**Green Valley, AZ 85614**  
**(520)398-7604**

August 20, 2006

Lance Hanson, Project Manager  
**B & R Engineering, Inc.**  
904 N. Quail View Loop.  
Green Valley, AZ 85614

**SUBJECT: Invoice for Engineering Review Campbell Avenue**

<u>Description</u>	<u>JN</u>	<u>Cost Code</u>	<u>Hours</u>
Campbell Ave.	988017	41050	<u>6.0</u>
		<b>TOTAL HOUR</b>	<b>6.0</b>
Invoice #526		6.0 Hours @ \$60.00/hr.	<u><b>\$360.00</b></u>

328017



**RECEIVED AUG 21 2006**

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
O'Leary Const., Inc.	262175	1/17/07	\$5,908.23
<b>O'Leary Const., Inc. Total</b>			\$5,908.23
O'Leary Const., Inc. (65120)	262151	12/5/06	\$24,756.00
O'Leary Const., Inc. (65120)	262172	1/4/07	\$92,451.60
O'Leary Const., Inc. (65120)	262189	2/5/07	\$10,562.15
O'Leary Const., Inc. (65120)	262189	2/5/07	\$11,914.20
O'Leary Const., Inc. (65120)	262189	2/5/07	\$8,065.80
O'Leary Const., Inc. (65120)	270002	3/7/07	\$18,790.00
O'Leary Const., Inc. (65120)	270002	3/7/07	\$20,619.20
<b>O'Leary Const., Inc. (65120) Total</b>			\$187,158.95
O'Leary Const., Inc. (65779)	262193	2/6/07	\$25,430.10
O'Leary Const., Inc. (65779)	262209	4/4/07	\$46,200.00
O'Leary Const., Inc. (65779)	270001	3/7/07	\$44,880.00
O'Leary Const., Inc. (65779)	270001	3/7/07	\$62,259.73
<b>O'Leary Const., Inc. (65779) Total</b>			\$178,769.83

Campbell Avenue (Public Arterial)

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**(520) 798-3220 Fax (520) 798-0740**

**CUSTOMER #: ROBR2**  
**INVOICE #: 262175**  
**INVOICE DATE: 01/17/07**  
**DUE DATE: 02/16/07**

*CFD*

**BILL TO:**  
 Robson Ranch Quail Creek LLC  
 2175 E. Quail Crossing Blvd.  
 Green Valley, AZ 85614

**JOB: 5608**  
 Campbell Ave-Permits (DEQ, Gra)  
 Sahuarita, AZ

DESCRIPTION	QUANTITY	PRICE	AMOUNT
DEQ Permit			2,200.00
Grading Permit			3,708.23
<b>NET DUE:</b>			<b>5,908.23</b>

**Thank you for your business!**

*328017.1745.1120*  
*DUST + GRADING*

**RECEIVED JAN 25 2007** *JH*

**APPLICATION FOR TYPE 2 GRADING PERMIT**

**TOWN OF SAHUARITA DEVELOPMENT CODE AND RESOLUTION 90-05**

Date of Application: 11/17/06 Permit No. Issued: 06-08072

Applicant: Robson Ranch Quail Creek, LLC Tel: (480) 895-0799

Address: 9666 E. Riggs Rd Ste 118 Sun Lakes, AZ 85248

Project Address: 904 N. Quail View Loop, Green Valley, AZ 85614

\*Description of Work: Grading for Campbell Ave.

"AT RISK" PENDING APPROVAL OF PLANS

**COPY**

\* Applicant shall provide a Grading Statement as specified in the Town of Sahuarita Development Code. Provide 4 copies of the plans to be reviewed for permit including a copy of an approved PCDEQ dust control permit.

Area of Grading Envelope: 15 sq. ft. or acres. Area of Lot \_\_\_\_\_

Type 2 Grading Permit is required under any of the following conditions:

1. Residential development on a single lot with a development envelope exceeding the following:
 

<u>Lot Area</u>	<u>Development Envelope</u>
to 5.0 acre (21,780 to 217,800 sf)	12,000 sf plus 9.5% of lot area
5.0 acres and more	15% lot area
2. Residential development which requires a subdivision plat or development plan.
3. Nonresidential development on one or more acres, or which requires a subdivision plat or development plan.
4. The clearing, brushing, or grubbing of an area exceeding the standards of Item 1.
5. Temporary off-site stockpiling of more than ten thousand cubic yards of fill.
6. New pavement of more than five thousand square feet.

The applicant agrees to provide a fully executed Private Improvement Agreement, complete with test results, to certify that the work complies with adopted Town Standards.

Work performed under this permit shall comply with all applicable provisions of Title 19, Town of Sahuarita Development Code.

**FEE SCHEDULE**

Base Fee.....	\$ <u>100.00</u>
Plans Check Fee Per Latest Fee Resolution .....	\$ _____
Greater of \$300 or 1% of Construction Cost of. \$ <u>360,823.42</u> / .....	\$ <u>3,608.23</u>
<b>TOTAL.....</b>	<b>\$ <u>3,708.23</u></b>

*Revised 11/13/06*  
*26*

NOTE: This permit shall become null and void if work is not completed by: 12/11/07

**A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES**

**PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY**

150 WEST CONGRESS STREET • TUCSON, ARIZONA 85701-1317  
 PHONE (520) 740-3340 • FAX (520) 882-7709

# 11014 Campbell Ave

Quail Crossing Blvd.

NUMBER  
9374

AREA CODE

(LANDSTRIPPING/EARTHMOVING)  
 (TRENCHING) (ROAD CONSTRUCTION)

9374

Robson (w/d) under # 5108

ED TO  
 SITE  
 OLEARY CONSTRUCTION  
 QUAIL CROSSING BL. CAMPBELL AV  
 TUCSON

CONDITIONS:

1. COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE RULES AND REGULATIONS OF THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY.
2. ADDITIONAL TERMS PER THE FOLLOWING CONDITIONS:  
 PDED ACTIVITY PERMIT

EFFECTIVE DATES	
FROM 11/02/06	TO 11/01/07

OLEARY CONSTRUCTION  
 3262 E 44TH ST  
 TUCSON AZ 85713

*Paul L. Eaton* 11/2/06  
 AUTHORIZED REPRESENTATIVE  
 PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

11-02-2006

**INVOICE**  
**PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY**

PHONE (520) 740-3340

EFFECTIVE DATES	
FROM 11/02/06	TO 11/01/07

INVOICE DATE  
11-02-06

OLEARY CONSTRUCTION, QUAIL CROSSING BL. CAMPBELL AV

AREA CODE

NO.

9374

ITEM NO.	DESCRIPTION	TOTAL CAPACITY	UNITS	TOTAL	SCHEDULE
0010	LANDSTRIPPING/EARTHMOVING (ACRES)	14	01	1500.00	A
030	TRENCHING (FT)	1270	01	200.00	B
050	ROAD CONSTRUCTION (FT)	4700	01	500.00	C

TO AVOID LATE CHARGES PAY BY (30) DAYS RETURN YELLOW COPY OF THIS INVOICE WITH CHECK MADE PAYABLE TO:

\$2200.00

PAY THIS AMOUNT

OLEARY CONSTRUCTION  
 3262 E 44TH ST  
 TUCSON AZ 85713

PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY  
 150 WEST CONGRESS STREET  
 TUCSON, AZ 85701-1317

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**(707) 798-3220 Fax (520) 798-0740**

**INVOICE #: 262151**  
**INVOICE DATE: 12/05/06**  
**PERIOD TO: 11/30/06**  
**APPLICATION #: 1**  
**CONTRACT DATE: 10/05/06**  
**DUE DATE: 12/18/06**

*CFD*

**BILL TO: ROBR**  
 Robson Ranch Az Const. Co.  
 2175 E. Quail Crossing Blvd.  
 Green Valley, AZ 85614

**JOB: 1614**  
 Campbell Avenue - Quail Creek  
  
 Sahuarita, AZ

*05120*

**<<<< This Application >>>>**

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	EARTHWORK	360,824.00		24,756.00		24,756.00	6.9	336,068.00	2,475.60
	TOTALS:	360,824.00	0.00	24,756.00	0.00	24,756.00	6.9	336,068.00	2,475.60

PREVIOUS RETAINAGE.....\$ 0.00  
 CURRENT BILLING.....\$ 24,756.00  
 NEW RETAINAGE.....\$ 2,475.60

ORIGINAL CONTRACT SUM.....\$ 360,824.00  
 CHANGE BY CHANGE ORDER.....\$ 0.00  
 CONTRACT SUM TO DATE.....\$ 360,824.00  
 TOTAL COMPLETED & STORED TO DATE.....\$ 24,756.00  
 TOTAL RETAINAGE.....\$ 2,475.60  
 TOTAL EARNED LESS RETAINAGE.....\$ 22,280.40  
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 0.00  
 SALES TAX.....\$  
 CURRENT PAYMENT DUE.....\$ 22,280.40

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

**RECEIVED DEC 05 2006**

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Quail Creek #1614

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$22,280.40  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Const. Co  
Located at: Sahuarita, AZ

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 11/30/06 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 12/5/06

O'Leary Construction Inc.

Cindy Sanders.  
(signature)

Office manager.  
(title)



**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**(520) 798-3220 Fax (520) 798-0740**

**INVOICE #:** 262172  
**INVOICE DATE:** 01/04/07  
**PERIOD TO:** 12/31/06  
**APPLICATION #:** 2  
**CONTRACT DATE:** 10/05/06  
**DUE DATE:** 02/22/07

*CFD*

**BILL TO:** ROBR  
 Robson Ranch Az Const. Co.  
 2175 E. Quail Crossing Blvd.  
 Green Valley, AZ 85614

**JOB:** 1614  
 Campbell Avenue - Quail Creek  
 Sahuarita, AZ

**<<< This Application >>>**

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
00	EARTHWORK	360,824.00	24,756.00	272,649.00		297,405.00	82.4	63,419.00	29,740.50
TOTALS:		360,824.00	24,756.00	272,649.00	0.00	297,405.00	82.4	63,419.00	29,740.50

PREVIOUS RETAINAGE.....\$	2,475.60	ORIGINAL CONTRACT SUM.....\$	360,824.00
CURRENT BILLING.....\$	272,649.00	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	27,264.90	CONTRACT SUM TO DATE.....\$	360,824.00
		TOTAL COMPLETED & STORED TO DATE.....\$	297,405.00
		TOTAL RETAINAGE.....\$	29,740.50
		TOTAL EARNED LESS RETAINAGE.....\$	267,664.50
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	22,280.40
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	245,384.10

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

*ref*

**RECEIVED JAN 03 2007**

348017 92,451<sup>60</sup>  
 348011 180,197<sup>40</sup>

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Quail Creek #1614

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$245,384.10  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Const. Co  
Located at:  
Sahuarita, AZ

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 12/31/06 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 1-4-07

O'Leary Construction Inc.

Cindy Sanders  
(signature)

Office Manager  
(title)

EXHIBIT "B" CONTRACT PRICE FOR: 3262 E. 44th Street Tucson, AZ 85713-6243 (520) 798-3220

CONTRACTOR: O Jonsi

PROJECT: Campbell Ave Phase 1  
 INVOICE # 262172  
 INV DATE: 1/4/07  
 INV THRU: 12/31/06

Robson Ranch Arizona  
 Leary Job #1614  
 Application #2

Construction Company #336  
 LICENSE # 088917-A  
 EMP I.D. #  
 BUSINESS TYPE: Corporation

JDEC it # 66120  
 CFD

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348017	Ret	1205	1	\$ 92,451.60	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00		\$ -
	Ret			\$ (9,245.16)	Grading Retention Held	-10%									\$ -
	Ret			\$ -	Grading Retention Paid										\$ 9,245.16
				\$ -	CFD Campbell Ave										\$ -
				\$ -	36" CIV RCP Pipe Labor	180	LF	\$ 66.19	\$ 11,914.20	0	\$ -	0	\$ -		\$ -
				\$ -	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	0	\$ -	0	\$ -		\$ -
348017	Ret	2205	2	\$ -	Drainage Item #1	44	LF	\$ 30.00	\$ 1,320.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Handrail										\$ -
	Ret			\$ -	Drain Retention Held	-10%									\$ -
	Ret			\$ -	Drain Retention Paid										\$ -
				\$ -	CFD Campbell Ave										\$ -
				\$ -	Tax Exempt Item #1	180	LF	\$ 44.81	\$ 8,065.80	0	\$ -	0	\$ -		\$ -
348017	Ret	2210	3	\$ -	Retention Held	-10%									\$ -
	Ret			\$ -	Retention Paid										\$ -
	Ret			\$ -	Grading Retention Held	-10%									\$ -
	Ret			\$ -	Grading Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
348011	Ret	1730	4	\$ -	Retention Held	-10%									\$ -
	Ret			\$ -	Retention Paid										\$ -
	Ret			\$ -	Grading Retention Held	-10%									\$ -
	Ret			\$ -	Grading Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Scour Protection Item #5	2251	LF	\$ 81.17	\$ 182,713.67	2220	\$ 180,197.40	2220	\$ 180,197.40		\$ 2,516.27
348011	Ret	1730	5	\$ 180,197.40	8 x 1 Cutoff Walls	-10%									\$ -
	Ret			\$ (18,019.74)	Retention Held	-10%									\$ -
	Ret			\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										\$ -
				\$ -	CFD Drainage Improvements										\$ -
				\$ -	Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$ -	0	\$ -		\$ -
				\$ -	Retention Held	-10%									\$ -
				\$ -	Retention Paid										

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**0) 798-3220 Fax (520) 798-0740**

**INVOICE #:** 262189  
**INVOICE DATE:** 02/05/07  
**PERIOD TO:** 01/31/07  
**APPLICATION #:** 3  
**CONTRACT DATE:** 10/05/06  
**DUE DATE:** 02/22/07

**BILL TO: ROBR**  
 Robson Ranch Az Const. Co.  
 904 N. Quail View Loop  
 Green Valley, AZ 85614

**JOB: 1614**  
 Campbell Avenue - Phase I  
 (Earthwork)  
 Green Valley, AZ 85614

*CFD*

**<<< This Application >>>**

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
J	EARTHWORK	360,823.42	297,405.00	38,042.15		335,447.15	93.0	25,376.27	33,544.72
TOTALS:		360,823.42	297,405.00	38,042.15	0.00	335,447.15	93.0	25,376.27	33,544.72
001	Bridge, Ex & Backfil	1.00					0.0	1.00	
002	Add'l Cut-Road Fill	1.00					0.0	1.00	
TOTALS:		360,825.42	297,405.00	38,042.15	0.00	335,447.15	93.0	25,378.27	33,544.72

PREVIOUS RETAINAGE.....\$	29,740.50	ORIGINAL CONTRACT SUM.....\$	360,823.42
CURRENT BILLING.....\$	38,042.15	CHANGE BY CHANGE ORDER.....\$	2.00
NEW RETAINAGE.....\$	3,804.22	CONTRACT SUM TO DATE.....\$	360,825.42
		TOTAL COMPLETED & STORED TO DATE.....\$	335,447.15
		TOTAL RETAINAGE.....\$	33,544.72
		TOTAL EARNED LESS RETAINAGE.....\$	301,902.43
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	267,664.50
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	34,237.93

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

*34807 10,562.15 - 11,914.20 - 8065.80*  
*348011 7500.00*

*JCF*

**RECEIVED FEB 05 2007**

*[Signature]*

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Phase I *#1014*

On receipt by the undersigned of a check

From: Robson Ranch AZ Const. Co.  
In the sum of: \$34,237.93  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Const. Co  
Located at: (Earthwork)  
Green Valley, AZ 85614

to the following extent:

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch AZ Const. Co. through 01/31/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 2-5-07

O'Leary Construction Inc.

*Cindy Sander*  
(signature)

*Office Manager*  
(title)

Const  
44th Street  
Tucson, AZ 85713-5243  
(520) 798-3220

Robson Ranch Arizona  
PROJECT: Campbell Ave Phase 1  
INVOICE # 262189  
INV DATE: 2/5/07  
INV THRU: 1/31/07

Instruction Company #336  
Leary Job #1614  
Application #3

LICENSE # 088917-A  
EMP I.D. #  
BUSINESS TYPE: Corporation

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# This Invoice	Total \$ This Invoice
348017	Ret	1205	1	\$ 10,562.15	Grading	10	Acres	\$ 1,056.22	\$ 10,562.20	10	\$ 10,562.20	10	\$ 10,562.20	0	\$ 0.00
	Ret			\$ (1,056.22)	Grading Retention Held	-10%		\$ 105.62	\$ (1,056.22)	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Grading Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
348017	Ret	2205	2	\$ 11,914.20	CFD Campbell Ave Drainage Item #1	44	LF	\$ 270.78	\$ 11,914.20	44	\$ 11,914.20	44	\$ 11,914.20	0	\$ 0.00
	Ret			\$ (1,191.42)	Drainage Retention Held	-10%		\$ 119.14	\$ (1,191.42)	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Drainage Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
348017	Ret	2210	3	\$ 8,065.80	CFD Campbell Ave Tax Exempt Item #1	180	LF	\$ 44.81	\$ 8,065.80	180	\$ 8,065.80	180	\$ 8,065.80	0	\$ 0.00
	Ret			\$ (806.58)	Retention Held	-10%		\$ 80.66	\$ (806.58)	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
348011	Ret	1205	4	\$ 7,500.00	CFD Drainage Improvements Grading Item #5	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	0	\$ 0.00
	Ret			\$ (750.00)	Retention Held	-10%		\$ 750.00	\$ (750.00)	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
348011	Ret	2205	5	\$ 182,713.67	CFD Drainage Improvements Scour Protection Item #5	2251	LF	\$ 81.17	\$ 182,713.67	2220	\$ 180,197.40	2220	\$ 180,197.40	31	\$ 2,516.27
	Ret			\$ 0.00	Retention Held	-10%		\$ 182.71	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
1730	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
1730	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
1730	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Held	-10%		\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret			\$ 0.00	Retention Paid			\$ 0.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
	Ret														

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**( ) 798-3220 Fax (520) 798-0740**

**INVOICE #: 270002**  
**INVOICE DATE: 03/07/07**  
**PERIOD TO: 02/28/07**  
**APPLICATION #: 4**  
**CONTRACT DATE: 10/05/06**  
**DUE DATE: 03/19/07**

**BILL TO: ROBR**  
 Robson Ranch Az Const. Co.  
 904 N. Quail View Loop  
 Green Valley, AZ 85614

**JOB: 1614**  
 Campbell Avenue - Phase I  
 (Earthwork)  
 Green Valley, AZ 85614

**<<<< This Application >>>>**

ODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	EARTHWORK	360,823.42	335,447.15	18,790.00		354,237.15	98.2	6,586.27	35,423.72
	TOTALS:	360,823.42	335,447.15	18,790.00	0.00	354,237.15	98.2	6,586.27	35,423.72
01	Bridge, Ex & Backfill	3,252.50					0.0	3,252.50	
02	Add'l Cut-Road Fill	40,999.30		40,999.30		40,999.30	100.0		4,099.93
	TOTALS:	405,075.22	335,447.15	59,789.30	0.00	395,236.45	98.2	9,838.77	39,523.65

PREVIOUS RETAINAGE.....\$	33,544.72	ORIGINAL CONTRACT SUM.....\$	360,823.42
CURRENT BILLING.....\$	59,789.30	CHANGE BY CHANGE ORDER.....\$	44,251.80
NEW RETAINAGE.....\$	5,978.93	CONTRACT SUM TO DATE.....\$	405,075.22
		TOTAL COMPLETED & STORED TO DATE.....\$	395,236.45
		TOTAL RETAINAGE.....\$	39,523.65
		TOTAL EARNED LESS RETAINAGE.....\$	355,712.80
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	301,902.43
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	53,810.37

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

*348017 18,790 - 20,619.20*  
*348011 20,380.10*



**RECEIVED MAR 07 2007**

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Phase I #1614

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$53,810.37  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Const. Co  
Located at: (Earthwork)  
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 02/28/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 3/7/07

O'Leary Construction Inc.

Cindy Sanders  
(signature)  
office manager  
(title)

EXHIBIT "B" Contract Price For: Robson Ranch Arizona Construction Company #336  
 LICENSE # 088917-A  
 EMP I.D. #  
 BUSINESS TYPE: Corporation

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348017	Ret	1205	1	\$	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00		\$
	Ret			\$	Clear & Grub	10	Acres	\$ 925.00	\$ 9,250.00	10	\$ 9,250.00	10	\$ 9,250.00		\$
	Ret			\$	Precompact Fill Areas	31265	S Yd	\$ 0.40	\$ 12,506.00	31265	\$ 12,506.00	31265	\$ 12,506.00		\$
	Ret			\$	On Site Excavation & Cut	28463	C Yd	\$ 3.05	\$ 86,812.15	28463	\$ 86,812.15	28463	\$ 86,812.15		\$
	Ret			\$	Overex Estimate	5312	C Yd	\$ 3.05	\$ 16,201.60	5312	\$ 16,201.60	5312	\$ 16,201.60		\$
	Ret			\$	Gravel SWPPP Entrance	1	Ea	\$ 1,250.00	\$ 1,250.00	0	\$	0	\$		\$
	Ret			\$	Barricades	1	Ls	\$ 1,500.00	\$ 1,500.00	0	\$	0	\$		\$
	Ret			\$	Grading Retention Held	-10%		\$ 130,519.75	\$	\$ 127,769.75	\$ (12,776.98)	\$ 127,769.75	\$ (12,776.98)		\$
	Ret			\$	Grading Retention Paid										
	Ret			\$	36" CIV RCP Pipe Labor	180	LF	\$ 66.19	\$ 11,914.20	180	\$ 11,914.20	180	\$ 11,914.20		\$
	Ret			\$	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	2	\$ 18,790.00	2	\$ 18,790.00		\$
	Ret			\$	Handrail	44	LF	\$ 30.00	\$ 1,320.00	0	\$	0	\$		\$
	Ret			\$	Drain Retention Held	-10%		\$ 32,024.20	\$	\$ 30,704.20	\$ (3,070.42)	\$ 11,914.20	\$ (1,191.42)		\$ (1,879.00)
	Ret			\$	Drain Retention Paid										
	Ret			\$	36" Class 4 RCP Pipe Material	180	LF	\$ 44.81	\$ 8,065.80	180	\$ 8,065.80	180	\$ 8,065.80		\$
	Ret			\$	Tax Exempt Item #1			\$	\$	0	\$	0	\$		\$
	Ret			\$	Retention Held	-10%		\$ 8,065.80	\$	\$ 8,065.80	\$ (806.58)	\$ 8,065.80	\$ (806.58)		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	Grade Levees	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00		\$
	Ret			\$	Retention Held	-10%		\$ 7,500.00	\$	\$ 7,500.00	\$ (750.00)	\$ 7,500.00	\$ (750.00)		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	8 X 1 Cutoff Walls	2251	LF	\$ 81.17	\$ 182,713.67	2220	\$ 180,197.40	2220	\$ 180,197.40		\$
	Ret			\$	Retention Held	-10%		\$ 182,713.67	\$	\$ 180,197.40	\$ (18,019.74)	\$ 180,197.40	\$ (18,019.74)		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	Add 2/1 Grouted Rip Rap Levees	2625	Sq Yd	\$ 60.55	\$ 159,731.25	0	\$	0	\$		\$
	Ret			\$	Retention Held	-10%		\$ 159,731.25	\$	\$	\$	\$	\$		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	Bridge Ex & Fill Abutments	1	T & M	\$ 3,252.50	\$ 3,252.50	1	\$ 3,252.50	1	\$ 3,252.50		\$
	Ret			\$	Additional Cut for Fill to Campbell	5694	C Yd	\$ 3.05	\$ 17,366.70	5694	\$ 17,366.70	5694	\$ 17,366.70		\$
	Ret			\$	Retention Held	-10%		\$ 20,619.20	\$	\$ 20,619.20	\$ (2,061.92)	\$ 20,619.20	\$ (2,061.92)		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	Additional Cut for Fill to Levees	6682	C Yd	\$ 3.05	\$ 20,380.10	6682	\$ 20,380.10	6682	\$ 20,380.10		\$
	Ret			\$	Retention Held	-10%		\$ 20,380.10	\$	\$ 20,380.10	\$ (2,038.01)	\$ 20,380.10	\$ (2,038.01)		\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$		\$
	Ret			\$	Change Order #1			\$ 360,823.42	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #2			\$ 200,730.55	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #3			\$ 561,563.97	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #4			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #5			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #6			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #7			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #8			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #9			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #10			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #11			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #12			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #13			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #14			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #15			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #16			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #17			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #18			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #19			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #20			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #21			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #22			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #23			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #24			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #25			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #26			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #27			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #28			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #29			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #30			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #31			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #32			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #33			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #34			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #35			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #36			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #37			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #38			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #39			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #40			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #41			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #42			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #43			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #44			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #45			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #46			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #47			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #48			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #49			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #50			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #51			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #52			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #53			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #54			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #55			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #56			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #57			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #58			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #59			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #60			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #61			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #62			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #63			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #64			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #65			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #66			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #67			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #68			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #69			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #70			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #71			\$	\$	\$	\$	\$	\$		\$
	Ret			\$	Change Order #72			\$	\$	\$	\$	\$	\$		\$
	Ret	</													

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

) 798-3220 Fax (520) 798-0740

INVOICE #: 262193

INVOICE DATE: 02/06/07

PERIOD TO: 01/31/07

APPLICATION #: 1

CONTRACT DATE: 02/02/07

DUE DATE: 02/22/07

*CFD*

BILL TO: ROBR

Robson Ranch Az Const. Co.  
904 N. Quail View Loop  
Green Valley, AZ 85614

JOB: 1702

Campbell Avenue - Phase II  
(Sewer & Drain Pipe)  
Green Valley, AZ 85614

<<<< This Application >>>>

ODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	CONCRETE/DRAINAGE	254,680.00		25,430.10		25,430.10	10.0	229,249.90	2,543.01
	SEWER WORK	274,260.35					0.0	274,260.35	
	TOTALS:	528,940.35	0.00	25,430.10	0.00	25,430.10	4.8	503,510.25	2,543.01

PREVIOUS RETAINAGE.....\$	0.00	ORIGINAL CONTRACT SUM.....\$	528,940.35
CURRENT BILLING.....\$	25,430.10	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	2,543.01	CONTRACT SUM TO DATE.....\$	528,940.35
		TOTAL COMPLETED & STORED TO DATE.....\$	25,430.10
		TOTAL RETAINAGE.....\$	2,543.01
		TOTAL EARNED LESS RETAINAGE.....\$	22,887.09
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	0.00
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	22,887.09

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

Thank you for your business!

RECEIVED FEB 06 2007

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Phase II #1702

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$22,887.09  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction  
Located at: (Sewer & Drain Pipe)  
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch AZ Const. Co. through 01/31/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 2-6-07

O'Leary Construction Inc.

Cindy Sanders  
(signature)

Office Manager  
(title)

RECEIVED FEB 06 2007

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348014	Ret	2105	1	\$	Stabilized Sewer Access	2310	Sq Yd	\$ 8.85	\$ 20,443.50	0	\$	0	\$	0	\$
	Ret			\$	Sewer Retention Held	-10%		\$ 274,260.35	\$	0	\$	0	\$	0	\$
	Ret			\$	Sewer Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	18" HDPE	600	LF	\$ 38.05	\$ 22,830.00	0	\$	0	\$	0	\$
	Ret			\$	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00	0	\$	0	\$	0	\$
	Ret			\$	36" RCP Pipe CL 4	210	LF	\$ 66.18	\$ 13,899.90	0	\$	0	\$	0	\$
	Ret			\$	Headwalls	2	Ea	\$ 9,385.00	\$ 18,790.00	0	\$	0	\$	0	\$
	Ret			\$	Handrail	281	LF	\$ 30.00	\$ 8,430.00	0	\$	0	\$	0	\$
	Ret			\$	Catch Basins	7	Ea	\$ 7,700.00	\$ 53,900.00	0	\$	0	\$	0	\$
	Ret			\$	Box Culvert	1	Ea	\$ 89,350.00	\$ 89,350.00	0	\$	0	\$	0	\$
	Ret			\$	Drain Retention Held	-10%		\$ 228,249.90	\$	0	\$	0	\$	0	\$
	Ret			\$	Drain Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00	600	\$ 7,020.00	600	\$ 7,020.00	0	\$
	Ret			\$	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00	500	\$ 9,000.00	500	\$ 9,000.00	0	\$
	Ret			\$	36" RCP Pipe CL 4	210	LF	\$ 44.81	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10	0	\$
	Ret			\$	Drain Retention Held	-10%		\$ 25,430.10	\$	0	\$	0	\$	0	\$
	Ret			\$	Drain Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
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	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
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	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
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	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
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	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Paid			\$	\$	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$	\$	0	\$	0	\$	0	\$

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**(520) 798-3220 Fax (520) 798-0740**

**INVOICE #:** 262209  
**INVOICE DATE:** 04/04/07  
**PERIOD TO:** 03/31/07  
**APPLICATION #:** 3  
**CONTRACT DATE:** 02/02/07  
**DUE DATE:** 04/23/07

**BILL TO: ROBR**

Robson Ranch Az Const. Co.  
 904 N. Quail View Loop  
 Green Valley, AZ 85614

**JOB: 1702**

Campbell Avenue - Phase II  
 (Sewer & Drain Pipe)  
 Green Valley, AZ 85614

**<<< This Application >>>**

ODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	CONCRETE/DRAINAGE	254,680.00	70,310.10	46,200.00		116,510.10	45.7	138,169.90	11,651.01
	SEWER WORK	274,260.35		46,755.00		46,755.00	17.0	227,505.35	4,675.50
	TOTALS:	528,940.35	70,310.10	92,955.00	0.00	163,265.10	30.9	365,675.25	16,326.51
01	Channel RR from BoxC	75,229.25	75,229.25			75,229.25	100.0		7,522.92
	TOTALS:	604,169.60	145,539.35	92,955.00	0.00	238,494.35	30.9	365,675.25	23,849.43

PREVIOUS RETAINAGE.....\$	14,553.93	ORIGINAL CONTRACT SUM.....\$	528,940.35
CURRENT BILLING.....\$	92,955.00	CHANGE BY CHANGE ORDER.....\$	75,229.25
NEW RETAINAGE.....\$	9,295.50	CONTRACT SUM TO DATE.....\$	604,169.60
		TOTAL COMPLETED & STORED TO DATE.....\$	238,494.35
		TOTAL RETAINAGE.....\$	23,849.43
		TOTAL EARNED LESS RETAINAGE.....\$	214,644.92
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	130,985.42
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	83,659.50

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

✓ 348017 46,200  
 348014 46,755

**RECEIVED APR 04 2007**

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Phase II #1702

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$83,659.50  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction  
Located at: (Sewer & Drain Pipe)  
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 03/31/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 4/4/07

O'Leary Construction Inc.  
Cindy Sanders  
(signature)  
Office Mngr.  
(title)

PROJECT: Campbell Ave CFD Phase 2  
 INVOICE #: 292209  
 INV DATE: 4/4/07  
 INV THRU: 3/31/07

License # 088817-A  
 EMP ID: #  
 BUSINESS TYPE: Corporation

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348014	Ret	2105	1	\$ 46,755.00	Stabilizer Sewer Access	2310	Sq Yd	\$ 20,443.50	\$ 46,755.00	0	\$ -	46,755.00	\$ -	46,755.00	\$ (4,675.50)
	Ret			\$ (4,675.50)	Sewer Retention Held					600	\$ 22,830.00	500	\$ 22,050.00	600	\$ 22,830.00
	Ret			\$ -	Sewer Retention Paid					500	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00
				\$ -	18" HDPE	600	LF	\$ 38.05	\$ 22,830.00	600	\$ 22,830.00	600	\$ 22,830.00	600	\$ 22,830.00
				\$ -	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00
				\$ -	36" RCP Pipe CL 4	210	LF	\$ 68.19	\$ 13,899.80	0	\$ -	0	\$ -	0	\$ -
				\$ -	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	0	\$ -	0	\$ -	0	\$ -
				\$ -	Handrails	281	LF	\$ 30.00	\$ 8,430.00	0	\$ -	0	\$ -	0	\$ -
				\$ -	Catch Basins	7	Ea	\$ 7,700.00	\$ 53,900.00	6	\$ 46,200.00	0	\$ -	6	\$ 46,200.00
				\$ -	Box Culvert	1	Ea	\$ 68,350.00	\$ 68,350.00	0	\$ -	0	\$ -	0	\$ -
				\$ -	Drain Retention Held					91,080.00	\$ (9,108.00)	44,880.00	\$ (4,488.00)	45,200.00	\$ (4,620.00)
				\$ -	Drain Retention Paid					600	\$ 7,020.00	500	\$ 9,000.00	600	\$ 7,020.00
				\$ -	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00	600	\$ 7,020.00	500	\$ 9,000.00	600	\$ 7,020.00
				\$ -	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00	210	\$ 4,101.00	210	\$ 9,410.10	210	\$ 9,410.10
				\$ -	36" RCP Pipe CL 4	210	LF	\$ 44.81	\$ 9,410.10	25,430.10	\$ (2,543.01)	25,430.10	\$ (2,543.01)	25,430.10	\$ (2,543.01)
				\$ -	Drain Retention Held					442	\$ 16,155.10	403	\$ 24,522.55	442	\$ 16,155.10
				\$ -	Drain Retention Paid					403	\$ 24,522.55	403	\$ 24,522.55	403	\$ 24,522.55
				\$ -	18" Dumped Rip Rap	403	Sq Yd	\$ 60.65	\$ 24,522.55	496	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04
				\$ -	6" Grouted Rip Rap	496	LF	\$ 33.74	\$ 16,735.04	528	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04
				\$ -	3' x 1' Cutoff Wall @ Box	528	LF	\$ 9.18	\$ 4,847.04	62,259.73	\$ (6,225.97)	62,259.73	\$ (6,225.97)	62,259.73	\$ (6,225.97)
				\$ -	12x12 Concrete Top Edge					130	\$ 6,795.10	130	\$ 6,795.10	130	\$ 6,795.10
				\$ -	Retention Held					183	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42
				\$ -	Retention Paid					12,969.52	\$ (1,296.95)	12,969.52	\$ (1,296.95)	12,969.52	\$ (1,296.95)
				\$ -	4.5' x 1' Cutoff Wall @ Bridge 1	130	LF	\$ 52.27	\$ 6,795.10	0	\$ -	0	\$ -	0	\$ -
				\$ -	3' x 1' Cutoff Wall @ Bridge 1	183	LF	\$ 33.74	\$ 6,174.42	0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
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				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
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				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
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				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Paid					0	\$ -	0	\$ -	0	\$ -
				\$ -	Retention Held					0	\$ -	0	\$ -	0	\$ -

**O'Leary Construction Inc.**  
**3262 E. 44th Street**  
**Tucson, AZ 85713-5243**  
**( ) 798-3220 Fax (520) 798-0740**

**INVOICE #: 270001**  
**INVOICE DATE: 03/07/07**  
**PERIOD TO: 02/28/07**  
**APPLICATION #: 2**  
**CONTRACT DATE: 02/02/07**  
**DUE DATE: 03/19/07**

**BILL TO: ROBR**  
 Robson Ranch Az Const. Co.  
 904 N. Quail View Loop  
 Green Valley, AZ 85614

**JOB: 1702**  
 Campbell Avenue - Phase II  
 (Sewer & Drain Pipe)  
 Green Valley, AZ 85614

**<<<< This Application >>>>**

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	CONCRETE/DRAINAGE	254,680.00	25,430.10	44,880.00		70,310.10	27.6	184,369.90	7,031.01
	SEWER WORK	274,260.35					0.0	274,260.35	
	TOTALS:	528,940.35	25,430.10	44,880.00	0.00	70,310.10	13.3	458,630.25	7,031.01
01	Channel RR from BoxC	75,229.25		75,229.25		75,229.25	100.0		7,522.92
	TOTALS:	604,169.60	25,430.10	120,109.25	0.00	145,539.35	13.3	458,630.25	14,553.93

PREVIOUS RETAINAGE.....\$	2,543.01	ORIGINAL CONTRACT SUM.....\$	528,940.35
CURRENT BILLING.....\$	120,109.25	CHANGE BY CHANGE ORDER.....\$	75,229.25
NEW RETAINAGE.....\$	12,010.92	CONTRACT SUM TO DATE.....\$	604,169.60
		TOTAL COMPLETED & STORED TO DATE.....\$	145,539.35
		TOTAL RETAINAGE.....\$	14,553.93
		TOTAL EARNED LESS RETAINAGE.....\$	130,985.42
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	22,887.09
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	108,098.33

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

✓ 348017 - 44,480 + 62,25973  
 348011 - 12,96952



**RECEIVED MAR 07 2007**

**\*\* CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT \*\***

PROJECT: Campbell Avenue - Phase II #1702

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.  
In the sum of: \$108,098.33  
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction  
Located at: (Sewer & Drain Pipe)  
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 02/28/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 3/7/07

O'Leary Construction Inc.

Cindy Sandern  
(signature)

Office manager  
(title)

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348014	Ret	2105	1	\$	Stabilized Sewer Access	2310	Sq Yd	\$ 8.85	\$ 20,443.50	0	\$	\$	\$	0	\$
	Ret			\$	Sewer Retention Held	-10%		\$ 274,260.35			\$		\$		\$
	Ret			\$	Sewer Retention Paid					600	\$ 22,830.00	600	\$ 7,020.00	600	\$ 22,830.00
				\$	CFD Campbell Ave					500	\$ 22,050.00	500	\$ 9,000.00	500	\$ 22,050.00
				\$	18" HDPE	600	LF	\$ 38.05	\$ 22,830.00		\$		\$		\$
				\$	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00		\$		\$		\$
				\$	36" RCP Pipe CL 4	210	LF	\$ 66.19	\$ 13,899.90		\$		\$		\$
				\$	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00		\$		\$		\$
				\$	Handrail	281	LF	\$ 30.00	\$ 8,430.00		\$		\$		\$
				\$	Catch Basins	7	Ea	\$ 7,700.00	\$ 53,900.00		\$		\$		\$
				\$	Box Culvert	1	Ea	\$ 89,350.00	\$ 89,350.00		\$		\$		\$
				\$	Drain Retention Held	-10%		\$ 229,249.90		44,880.00	\$ (4,488.00)	\$	\$	44,880.00	\$ (4,488.00)
				\$	Drain Retention Paid						\$		\$		\$
				\$	CFD Campbell Ave					600	\$ 7,020.00	600	\$ 7,020.00	600	\$ 7,020.00
				\$	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00		\$		\$		\$
				\$	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00		\$		\$		\$
				\$	Tax Exempt Item #1	210	LF	\$ 44.81	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10
				\$	36" RCP Pipe CL 4	-10%		\$ 25,430.10		25,430.10	\$ (2,543.01)	\$	\$	25,430.10	\$ (2,543.01)
				\$	Drain Retention Held						\$		\$		\$
				\$	Drain Retention Paid					442	\$ 16,155.10	442	\$ 16,155.10	442	\$ 16,155.10
				\$	Change Order #1					403	\$ 24,522.55	403	\$ 24,522.55	403	\$ 24,522.55
				\$	18" Dumped Rip Rap	403	Sq Yd	\$ 60.85	\$ 24,522.55		\$		\$		\$
				\$	6" Grouted Rip Rap	496	LF	\$ 33.74	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04
				\$	3' x 1' Cutoff Wall @ Box	528	LF	\$ 9.18	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04
				\$	12x12 Concrete Top Edge	-10%		\$ 62,259.73		62,259.73	\$ (6,225.97)	\$	\$	62,259.73	\$ (6,225.97)
				\$	Retention Held						\$		\$		\$
				\$	Retention Paid					130	\$ 6,795.10	130	\$ 6,795.10	130	\$ 6,795.10
				\$	4.5' x 1' Cutoff Wall @ Bridge 1	183	LF	\$ 33.74	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42
				\$	3'x1' Cutoff Wall @ Bridge 1	-10%		\$ 12,969.52		12,969.52	\$ (1,296.95)	\$	\$	12,969.52	\$ (1,296.95)
				\$	Retention Held						\$		\$		\$
				\$	Retention Paid					0	\$	0	\$	0	\$
348011	Ret	2205	2	\$	Retention Held			\$	\$		\$		\$		\$
	Ret			\$	Retention Paid			\$	\$		\$		\$		\$
	Ret			\$				\$	\$		\$		\$		\$

Job #	Cos. Type	Cost Code	JDE Line #	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Unit This Invoice	Total \$ This Invoice
				Retention Held	-10%		\$		0	\$		\$		\$
				Retention Paid			\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
1730	Ret						\$			\$		\$		\$
Billing Total								528,940.35	145,539.35	25,430.10		120,109.25		
Change Orders								75,229.25	(14,553.33)	(2,543.01)		(12,010.92)		
Revised Contract								604,169.60	130,985.42	22,887.09		108,098.33		
Total Retention														
Total Paid														

**RECEIVED MAR 07 2007**

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Quail Creek Water	216	11/30/06	\$72.43
Quail Creek Water	216	2/28/07	\$1,119.09
Quail Creek Water	218	2/28/07	\$37.81
Quail Creek Water	Usage	12/1/06	\$114.09
Quail Creek Water	Usage	1/23/07	\$657.28
Quail Creek Water	Usage	1/23/07	\$35.20
Quail Creek Water	Usage	2/20/07	\$18.58
Quail Creek Water	Usage	2/20/07	\$472.59
Quail Creek Water	Usage	3/20/07	\$16.16
<b>Quail Creek Water Total</b>			<b>\$2,543.23</b>

Campbell Avenue (Public Arterial)

CFD

0216

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

591

72.43

100 / 24  
QUAIL CREEK DEVELOPMENT  
ATTN TOM FETTERLY

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

|||||

Statement date: 11/30/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

11/30/2006

9/20/2006 - 11/20/2006

12/20/2006

~~CAMPBELL AVE~~  
~~UNIT 2~~ SN59631614  
GREEN VALLEY AZ 85614

Commercial

591

Prior meter reading 24153201  
Current meter reading 24171700  
Consumption 18499  
Number of days 61

Previous balance .00  
Regulatory assessment .10  
Super fund charge .12  
Sales tax 5.41  
Water, Commercial 66.80  

---

72.43

\*\*\* Please pay this amount

348017.1730.1205

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 12/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

RECEIVED NOV 30 2006

For questions or service, please call  
customer service at: 520-825-3423  
Quail Creek Water Company

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

591

1,119.09

Please Refer To Address Below

100 / 24  
QUAIL CREEK DEVELOPMENT  
ATTN TOM FETTERLY

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

*CFD*



Statement date: 2/28/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date  
2/28/2007

1/23/2007 - 2/20/2007

3/20/2007

UNIT SN59631614  
GREEN VALLEY AZ 85614

Commercial

591

*CAMPBELL AVE*

Prior meter reading	24639200
Current meter reading	25002300
Consumption	363100
Number of days	28

Previous balance	.00
Regulatory assessment	1.48
Super fund charge	2.36
Sales tax	83.57
Water, Commercial	<u>1,031.68</u>
	1,119.09

\*\*\* Please pay this amount

*348017.1730.1205  
FEBRUARY WATER USE*

RECEIVED FEB 28 2007 *JF*

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 03/19/2007.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call  
customer service at: 520-825-3423  
Quail Creek Water Company

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

955

37.81

100 / 27  
QUAIL CREEK DEVELOPMENT  
UNIT 20/21  
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY  
9532 E Riggs Rd  
Sun Lakes AZ 85248

*CFD*

|||||

Statement date: 2/28/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date  
2/28/2007

1/23/2007 - 2/20/2007

3/20/2007

UNIT  
GREEN VALLEY AZ 85614

Commercial

955

*CAMPBELL AVE*

Prior meter reading	18215600
Current meter reading	18222700
Consumption	7100
Number of days	28

Previous balance	.00
Regulatory assessment	.05
Super fund charge	.05
Sales tax	2.83
Water, Commercial	<u>34.88</u>
	37.81

\*\*\* Please pay this amount

RECEIVED FEB 28 2007

*[Signature]*

*348017.1730.1205  
FEBRUARY WATER USE*

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 03/19/2007.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call  
customer service at: 520-825-3423  
Quail Creek Water Company

# INVOICE

Invoice Date: March 20, 2007

From:  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

To:  
Quail Creek Development  
Robson Ranch LLC.

*CFD*  
*CAMPBELL*

For: Campbell & Quail Crossing  
Installed: December 1, 2006  
Serial # 59631614

Total Usage:	32,400
X Rate: \$2.80	
Water \$ :	\$105.72
X 7.795% Tax:	\$8.02
Superfund:	\$0.21
Regulatory	\$0.14

*348017.1730.1205*  
*MARCH CONST. WATER*

RECEIVED APR 03 2007

*JF*

Please Pay This Amount:

**\$114.09**

**INVOICE**

Invoice Date: January 23, 2007

From:  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

To: *CFD*  
Quail Creek Development  
Robson Ranch LLC.

For: Campbell & Quail Crossing  
Installed: December 1, 2006  
Serial # 59631614

Total Usage:	212,100
X Rate: \$2.80	
Water \$ :	\$608.88
X 7.795% Tax:	\$46.21
Superfund:	\$1.36
Regulatory	\$0.81

*CONSTRUCTION WATER*  
*348017.1730.1205*

Please Pay This Amount:

**\$657.28**

RECEIVED FEB 02 2007

*JCF*

**INVOICE**

Invoice Date: January 23, 2007

From:  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

*CFD*  
To:  
Quail Creek Development  
Robson Ranch LLC.

For: Campbell & Quail Crossing  
Installed: December 1, 2006  
Serial # 12819282

Total Usage:	6,300
X Rate:	\$2.80
Water \$ :	\$32.64
X 7.795% Tax:	\$2.48
Superfund:	\$0.04
Regulatory	\$0.04

*CONSTRUCTION WATER*  
*348017.1730.1205*

Please Pay This Amount:

**\$36.20**

RECEIVED FEB 02 2007 *JH*

Invoice Date: February 20, 2007

*TAG 100-27*

From:  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

To:  
Quail Creek Development  
Robson Ranch LLC.

*CFD*

For: Campbell & Quail Crossing  
Installed: December 1, 2006  
Serial # 12819282

Total Usage:	800
X Rate:	\$2.80
Water \$ :	\$17.24
X 7.795% Tax:	\$1.31
Superfund:	\$0.01
Regulatory	\$0.02

*348017.1730.1205  
FEBRUARY USAGE*

Please Pay This Amount:

**\$18.58**

RECEIVED MAR 05 2007

*JCF*

**INVOICE**

Invoice Date: February 20, 2007

*TAG 100-24*

*CFD*

**From:**  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

**To:**  
Quail Creek Development  
Robson Ranch LLC.

**For: Campbell & Quail Crossing**  
**Installed: December 1, 2006**  
**Serial # 59631614**

Total Usage:	151,000
X Rate: \$2.80	
Water \$ :	\$437.80
X 7.795% Tax:	\$33.23
Superfund:	\$0.98
Regulatory	\$0.58

*348017.1730.1205*  
*FEBRUARY USAGE*

**Please Pay This Amount:**

**\$472.59**

**RECEIVED** MAR 05 2007 *JES*

# INVOICE

Invoice Date: March 20, 2007

From:  
Quail Creek Water Company  
40004 S. Ridgeview Blvd  
Tucson, AZ 85739

To:  
Quail Creek Development  
Robson Ranch LLC.

*CFD*  
*CAMPBELL*

For: Campbell & Quail Crossing  
Installed: December 1, 2006  
Serial # 12819282

Total Usage:	0
X Rate: \$2.80	
Water \$ :	\$15.00
X 7.795% Tax:	\$1.14
Superfund:	\$0.00
Regulatory	\$0.02

*348017.1730.1205*  
*MARCH CONST WATER*

RECEIVED APR 03 2007

*JCF*

Please Pay This Amount:

**\$16.16**

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Town of Sahuarita	Check Request	8/14/06	\$525.00
Town of Sahuarita	Check Request	2/1/07	\$1,455.00
<b>Town of Sahuarita Total</b>			<b>\$1,980.00</b>

Campbell Avenue (Public Arterial)

# Town of Sahuarita APA

B & R Engineering, Inc. and Robson Ranch Arizona Construction Company

COMPANY: Robson Ranch Quail Creek, LLC

PAYABLE TO: Town of Sahuarita

PO Box 879

Sahuarita, AZ 85629

AMOUNT \$525.00

DATE 08/14/06

REQUESTED BY Traci Hall, Project Coordinator

DESCRIPTION	ACCOUNT # RRQC	DISTRIBUTION AMOUNT
Campbell Ave Landscape & NPPP, 1st Sub	328010.1745.1120	\$525.00
	<b>TOTAL</b>	\$525.00

RE  
328017

# Town of Sahuarita APA

B & R Engineering, Inc. and Robson Ranch Arizona Construction Company

COMPANY: Robson Ranch Quail Creek, LLC

PAYABLE TO: Town of Sahuarita

PO Box 879

Sahuarita, AZ 85629

AMOUNT \$1455.00

DATE 2/1/07

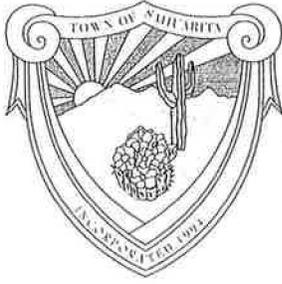
REQUESTED BY Tom Fetterly, PM Land Development

DESCRIPTION	ACCOUNT # RRQC	DISTRIBUTION AMOUNT
Campbell Ave Improvement Plan 1st Review	328017.1745.1120	\$1,455.00
	<b>TOTAL</b>	<b>\$1,455.00</b>

Tom Fetterly, PM Land Dev  
Requested By

328017

\_\_\_\_\_  
Received By



# The Town of Sahuarita

---

January 31, 2007

B & R Engineering  
9666 E. Riggs Rd #118  
Sun Lakes, Arizona 85248  
Attn: Donna Hancock

RE: Campbell Ave., Quail Crossing Blvd. to Madera Highland Roadway Improvement Plans, -1<sup>st</sup> Review, Town of Sahuarita Plan Review Fees

Dear Ms. Hancock:

In accordance with the Town of Sahuarita Code fee Schedule, Chapter 9, the plan/report review fee due for Campbell Ave., Quail Crossing Blvd. to Madera Highland Roadway Improvement Plans, -1<sup>st</sup> Review, Town of Sahuarita Plan Review Fees. 1<sup>st</sup> review is **\$1,455.00**. The following is a list of documents submitted with their associated fees indicated below.

<b><u>Paving Plans</u></b>	(14.0 Sheets)	
Base Fee	\$350.00	\$350.00
13.00 x \$85.00		\$1105.00
	<b>Total Fee</b>	<b>\$1455.00</b>
	<b>Total Fee Collected</b>	<b>\$ 000.00</b>
	<b>Total Due</b>	<b>\$1455.00</b>

**Total Sum Due            \$1455.00**

The plan review fee in the amount of **\$1455.00** is due and **payable** to the Town of Sahuarita. Please send payment to the Town of Sahuarita, P.O. Box 879, Sahuarita, Arizona 85629. ATTN: David Pfordt. Documents received that are not listed above will require review fees in accordance with the Town Code Fee Schedule and are payable upon notification by the Town of Sahuarita.

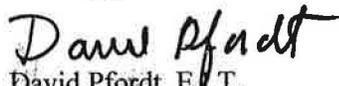
In addition to the foregoing fees, in the event that the Town of Sahuarita incurs actual cost, including but not limited to consulting fees, which exceeds 75% of those fees collected, then and in that event the applicant shall be assessed all such additional fees, and any permits issued or approved by the Town shall be contingent upon all excess cost being paid by the applicant prior to the issuance of said permit or approval of said documents.

The above fees are considered adequate to cover costs incurred for reviews of the initial submittal and one re-submittal of the respective documents. If subsequent re-submittals are required to obtain Town

approval of said documents, then fees for such subsequent submittal shall be assessed at the rate of 50% of the fees above.

A Permit for grading and related site work is required by Title 19 of the Town of Sahuarita Development Code. This project may require a **Type 2 Grading Permit, Form A- Major Utility Installation, and Form B** - Town of Sahuarita permits with supporting documents are available by contacting Tommy Garcia at 829-7731.

Sincerely,

A handwritten signature in black ink that reads "David Pfordt". The signature is written in a cursive, slightly slanted style.

David Pfordt, E.A.T.

Public Works

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Sales Tax	Costs thru 3/31/07		\$11,465.18
<b>Sales Tax Total</b>			<b>\$11,465.18</b>

Campbell Avenue (Public Arterial)

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Overhead	Costs thru 3/31/07		\$251.76
Overhead	Costs thru 3/31/07		\$6,403.60
<b>Overhead Total</b>			<b>\$6,655.36</b>

Campbell Avenue (Public Arterial)



November 3, 2006

Mr. Paul McGill  
O'Leary Construction Inc.  
3262 E 44<sup>th</sup> Street  
Tucson, AZ 85713-5243

**RE: Notice To Proceed-Campbell Ave. Phase 1**

Dear Paul,

This letter is your notice to proceed on Campbell Avenue grading and drain piping as a Quail Creek Community Facilities District Project. Please contact me at 393-5810 so that we may discuss the project schedule and details.

Yours truly,

Tom Fetterly  
Project Manager Quail Creek Land Development



# Robson Communities

*Master-Planned Resort Living For Active Adults*

January 2, 2007

Paul McGill  
O'Leary Construction, Inc.  
3262 E. 44<sup>th</sup> Street  
Tucson, AZ 85713

**Re: Quail Creek – Campbell Avenue Phase I**

Dear Mr. McGill:

Enclosed for your files is the executed original for the above subcontract.

At your earliest convenience, please provide our office with the insurance certificate as required in the attached Addendum #1.

We look forward to working with you on this project. If you have any questions about the contract or billing procedures, please contact Tom Fetterly at 520-393-5816.

Very truly yours,

Kenneth A. Marks  
Vice President Land Development

Encl.  
KAM/sw

cc: Tom Fetterly, w/encl.

J:\Susan\Contracts\Quail Creek\Contracts\2007\Campbell Ave PhI-O'Leary.doc

## OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of November 16, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION, INC. ("Subcontractor"), for construction of that certain Campbell Avenue Phase I (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

1. Agreement to Perform Work in Accordance with Plans. Subcontractor shall provide all labor, materials, equipment, tools, machinery and other services necessary to execute all of the Work in a timely, professional and workmanlike manner in accordance with the plans and specifications described on Exhibit "A" of this Subcontract (the "Plans and Specifications").
2. Standard of Performance. Subcontractor shall perform all Work in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in conformity with this Subcontract and the Plans and Specifications, as determined by the Contractor. All labor and materials furnished by Subcontractor shall be new and of first class quality.
3. Governmental Approvals. Subcontractor is responsible for arranging inspection and approval of the Work by all necessary governmental authorities and utility companies. If Subcontractor's Work fails to pass inspection, Subcontractor shall pay all expenses for any required re-inspections. No portion of the Work will be deemed completed until final inspection and approval of that portion of the Work by any required government authorities and utility companies. Inspection and approval by all applicable government authorities and utility companies shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract.
4. Inspection and Approval by Contractor. No portion of the Work will be deemed completed until that portion of the Work receives final inspection approval by Contractor, to Contractor's complete satisfaction. If Contractor rejects all or any portion of the Work as defective or failing to conform to this Subcontract or the Plans and Specifications, Subcontractor, at its cost and expense, promptly shall repair, replace or otherwise correct the defective or nonconforming Work to Contractor's complete satisfaction. Contractor's decision shall be final in the event of any dispute as to workmanship or as to quality or quantity of materials included in the Work. Inspection and approval by Contractor shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract and the Plans and Specifications. Without limiting the generality of the previous sentence, inspection and approval by Contractor shall not eliminate or in any way alter the representations and warranties of Subcontractor set forth in this Subcontract, including but not limited to the warranty set forth in Paragraph 10.
5. Licenses. Subcontractor represents and warrants that Subcontractor has and shall maintain a proper and valid contractor's license in good standing, in conformity with Arizona requirements and the requirements of any other jurisdiction where any part of the Work is performed. Subcontractor covenants that any Sub-subcontractors (as defined in Paragraph 12) used by Subcontractor will be licensed contractors in good standing with the State of Arizona Registrar of Contractors. Subcontractor represents and warrants that Subcontractor is fully qualified to perform the contracted Work. Subcontractor acknowledges that Contractor will rely on the foregoing representations and warranties. Unless otherwise instructed in writing by Contractor, Subcontractor agrees that it shall secure and maintain all licenses required to perform the Work.
6. Staking. Contractor shall provide normal construction staking standard to the trade. Maintenance of stakes is Subcontractor's responsibility. Any additional construction stakes or re-staking required as a result of loss or damage to stakes caused by Subcontractor shall be paid for by Subcontractor.
7. Familiarity with Site. Subcontractor acknowledges that it has visited and inspected the job site prior to executing this Subcontract and is familiar with conditions relating to the contracted Work.
8. Subcontract Price.
  - (a) Subcontractor shall perform the Work for the amounts itemized on Exhibit "B" attached to this Subcontract (the "Subcontract Price"), which constitute the total compensation payable to Subcontractor for the Work. Without limiting the provisions of Exhibit "B", the Subcontract Price includes all labor, services and materials associated with the Work (including but not limited to any costs associated with delivery and storage of materials to be used in the Work).
  - (b) Unless Subcontractor is otherwise instructed by Contractor, Contractor shall obtain, and pay all fees and costs associated with, all permits required by federal, state and local governmental entities in connection with the Work. If Subcontractor is required to obtain any permits in performance of the Work, Contractor shall reimburse Subcontractor the cost of such permits. Contractor shall pay all applicable state and local transaction privilege taxes. Subcontractor shall pay all transportation taxes and all contributions and taxes associated with the employment of Subcontractor's employees (including but not limited to social security and unemployment taxes).
9. Labor and Materials. All labor and materials furnished by Subcontractor in performance of the Work are deemed included within the Subcontract Price, regardless of whether the labor and materials were specifically required in carrying out this Subcontract and/or the Plans and Specifications. Subcontractor shall provide, as part of the Work and included in the Subcontract Price, all items normally provided by those in Subcontractor's trade in addition to items specified in this Subcontract.
10. Warranty, Corrections and Repairs.
  - (a) Subcontractor warrants to Contractor that all materials and permanently installed equipment furnished as part of the Work shall be new and of first class quality, that the Work shall be of first class quality, that the Work shall be performed in accordance with the requirements of this Subcontract and the Plans and Specifications, and that the Work shall be free from defects in materials or workmanship. In addition to all other rights and remedies available to Contractor, if any part of the Work is defective or not in conformity with the Plans and Specifications and/or this Subcontract, upon receipt of a written notice from Contractor to that effect, Subcontractor shall replace or repair the defective or nonconforming Work to Contractor's complete satisfaction to comply with the requirements of this Subcontract and the Plans and Specifications. Subcontractor shall bear all costs of such replacement or repair, including all costs incidental thereto, without cost to Contractor, or the developer of the Project, Robson Ranch Quail Creek, LLC, a Delaware limited liability company ("Owner"), or any of their respective successors-in-interest. If Subcontractor fails to replace or repair the defective or nonconforming Work within a reasonable time pursuant to the foregoing sentence, Contractor may engage other help to replace or repair the defective or nonconforming Work, and Subcontractor shall be liable for the costs associated therewith.
  - (b) All warranties procured by Subcontractor from manufacturers or suppliers of materials or equipment contained in the Work and all warranties procured by Subcontractor from its Sub-subcontractors must be assignable to Contractor, to Owner and to each subsequent owner of the Work, and shall be deemed automatically assigned and provided to Contractor when the Work is completed. Upon completion of the Work, all warranties and guarantees by Subcontractor and its Sub-subcontractors shall remain in effect as warranties and guarantees to Contractor but also shall be deemed to be extended to, assigned to, and inure to the benefit of, Owner and any successor-in-interest to Owner.

(c) Nothing contained herein shall be deemed to limit any statutory or implied warranties, or any other rights or remedies of Contractor, Owner or any other party. The covenants and warranties set forth in this Paragraph 10 are in addition to all other rights, remedies and warranties available under applicable Laws (as defined in Paragraph 18).

11. Progress Schedule. Subcontractor shall perform the contracted Work in as expeditious and rapid manner as possible, without compromising the first class quality required by this Subcontract. Subcontractor shall complete the Work according to the "Progress Schedule" attached to this Subcontract as Exhibit "C", which may be accelerated or otherwise modified by Contractor from time to time in its discretion. If Contractor modifies the Progress Schedule, Subcontractor shall perform its Work in accordance with the modified Progress Schedule, and Subcontractor hereby releases and discharges Contractor from any liability for damages that may be caused or sustained by Subcontractor by reason of any such changes, including but not limited to any delays in the Work caused by such changes.

12. Sub-Subcontractors.

(a) When requested by Contractor, Subcontractor promptly shall provide to Contractor, in writing, the names, addresses and telephone numbers of all individuals and entities (each, a "Sub-subcontractor") that Subcontractor has contracted (or intends to contract) with or has requested (or intends to request) to provide labor, materials, supplies, or other goods or services in connection with the Work. Contractor shall have the right to object to the use of any Sub-subcontractor in performance of the Work, in which case that Sub-subcontractor shall not be used in performance of the Work. If Contractor has requested the names of each Sub-subcontractor, Subcontractor shall make no substitution for any listed Sub-subcontractor, nor add any Sub-subcontractor to the list, without the prior written consent of Contractor. Contractor also shall have the right to request a copy of any sub-subcontract that Subcontractor has entered into with a Sub-subcontractor.

(b) The subcontracting of all or any part of the Work by Subcontractor shall not relieve Subcontractor of any of the obligations or conditions of this Subcontract. As between the parties hereto, each Sub-subcontractor shall be considered the agent of Subcontractor. The acts and omissions of each Sub-subcontractor and all persons either directly or indirectly acting for it shall be deemed to be the acts and omissions of Subcontractor, and Subcontractor shall remain liable and responsible to Contractor hereunder as if no sub-subcontract had been made.

(c) Nothing contained in this Subcontract (including but not limited to any payment of sums by Contractor directly to a Sub-subcontractor pursuant to Paragraph 28 this Subcontract) or in any other agreement with a Sub-subcontractor shall create any contractual relationship between Contractor and any Sub-subcontractors or create any obligation on the part of Contractor to pay, or to see to the payment of, any sums to any Sub-subcontractor.

(d) In each agreement with a Sub-subcontractor, Subcontractor shall provide that if this Subcontract is terminated as a result of Subcontractor's "Default" hereunder (as defined in Paragraph 22), each such sub-subcontract agreement shall, at Contractor's option, remain in full force and effect. If, at Contractor's option, a sub-subcontract agreement remains in full force and effect, Contractor shall be entitled to all performances thereunder, provided Contractor honors Subcontractor's payment obligations thereunder (subject to the provisions of this Subcontract regarding payment).

(e) Each Sub-subcontractor shall agree that, upon full or partial payment of the sums due to it, it shall deliver to Contractor and Owner lien waivers in accordance with this Subcontract.

13. Subcontractor's Employees. Subcontractor shall maintain strict discipline among its employees and shall not employ any person unfit or without sufficient skill to perform the contracted Work. At all times during performance of the Work, Subcontractor shall maintain at the Work site a competent supervisor or foreman to oversee the performance of the Work and, for purposes of communication and safety at the Work site, at least one employee who speaks fluent English.

14. Cooperation with Other Subcontractors. Subcontractor agrees not to hinder or delay other contractors from proceeding with their work and will work in harmony with them in achieving Contractor's objectives for the Project. Subcontractor shall take appropriate precautions to protect the work of other subcontractors from damage or delay caused by Subcontractor's Work. Any damage by Subcontractor or its employees to work or property of other subcontractors will be repaired or replaced at Subcontractor's expense.

15. Protection of Existing Improvements and Subcontractor's Work.

(a) Subcontractor agrees to protect all existing utilities and improvements from damage as a result of Subcontractor's Work. Any damage to existing improvements or utilities resulting from Subcontractor's Work shall be repaired or replaced at Subcontractor's expense in adherence to utility company or other applicable standards. Subcontractor agrees that it is responsible for the protection of its Work, and all materials not yet incorporated into the Work, until final completion and acceptance of the Work by Contractor. Subcontractor, at its sole cost and expense, shall repair or replace any damage caused by Subcontractor to the Work, or materials not yet incorporated into the Work, that occurs prior to final acceptance by Contractor.

(b) If any materials are delivered or otherwise furnished to Subcontractor by any third-party, including but not limited to materials delivered or furnished by Contractor, Owner, or their suppliers or subcontractors, Subcontractor shall become responsible for all such materials upon delivery to Subcontractor and shall pay any storage charges after delivery. Furnished materials lost or damaged after delivery to Subcontractor shall be replaced by, or at the expense of, Subcontractor.

16. Notification of Faulty Workmanship. If Subcontractor observes or otherwise becomes aware of defective, faulty or sub-standard work by other subcontractors, Subcontractor promptly shall provide notice to Contractor. If Subcontractor fails to notify Contractor and knowingly performs contracted Work over faulty workmanship of other subcontractors, Subcontractor shall be responsible for replacing or repairing its own Work as necessary, at no charge to Contractor.

17. Quality Control Inspections and Meetings. Contractor shall have the right, but not the obligation, to conduct periodic quality control inspections throughout the duration of the Work. Contractor shall have the right, but not the obligation, to hold formal meetings to discuss the progress and conduct of the Work throughout the duration of the Work. Subcontractor agrees to have a supervisor attend the meetings when requested by Contractor. The content of the foregoing meetings may include, but need not be limited to: (a) discussions of the progress of the Work; (b) Subcontractor's suggestions regarding any improvements that would enhance Work operation or aesthetic value or reduce costs; (c) Subcontractor's presentation of any issues that impair proper performance of, or may in the future impair proper performance of, the Work; and (d) Subcontractor's suggested corrections with respect to any areas of contracted Work where Subcontractor believes incorrect decisions or designs have been made, together with suggested methods to correct the problem and estimated costs associated with the corrections. While these quality control inspections and meetings are designed to improve job efficiency and reduce callbacks and corrective costs, proper performance of these procedures shall not relieve Subcontractor of its warranty or other obligations under this Subcontract.

18. Compliance with Laws. Subcontractor agrees to do the Work in conformity with all city, county, state and federal laws and regulations, as amended from time to time, including but not limited to those relating to taxes, social security, unemployment, worker's compensation, wages, occupational health and safety, discrimination, land use, waste disposal, air, water, groundwater, storm water discharge, dust control, endangered species, environmental contamination, toxic wastes, hazardous substances, oil, pesticides, herbicides, building and construction codes and standards, contractor licensing statutes and regulations, and any other laws governing the Work (collectively, the "Laws"). Accordingly, Subcontractor represents and warrants to Contractor that Subcontractor is familiar with all pertinent Laws. If there is any discrepancy between the Plans and Specifications and the Laws, Subcontractor shall not perform any Work without first giving Contractor written notice of the discrepancy and receiving written instructions from Contractor regarding how to proceed.

19. Bonding. If requested by Contractor in writing, Subcontractor shall, prior to commencement of the Work, furnish Contractor with maintenance, payment and performance bonds with such surety, in such amounts and with such provisions as shall, in all respects, comply with specific provisions of Arizona Laws and be acceptable to Contractor. Without limiting the generality of the foregoing, the bonds requested by Contractor may include: (a) bonds to guarantee Subcontractor's full and faithful performance of all the provisions of this Subcontract, (b) bonds to guarantee performance of Subcontractor's Work, (c) bonds to guarantee payment by Subcontractor to Contractor of all sums Contractor may pay for the account of Subcontractor, and (d) bonds to guarantee payment by Subcontractor of all sums Subcontractor may be required to pay hereunder. If Contractor requests such bonds, then, unless otherwise specified by Contractor in writing, such bonds shall be maintained in full force and effect during the term of this Subcontract; provided, however, any maintenance bond shall be maintained in full force and effect after the term of the Subcontract in accordance with the requirements of any public authority, utility, or other assignee to whom the Work or any portion thereof may be dedicated or conveyed. The reasonable cost of bond premiums that receive the prior written approval of Contractor shall be paid by Subcontractor and reimbursed by Contractor.

20. Insurance; Waiver of Subrogation.

(a) Subcontractor shall comply in all respects with the insurance requirements of this Subcontract that are set forth on Addendum "1" to this Subcontract.

 ~~(b) Subcontractor, on its own behalf and on behalf of all of its insurers, hereby waives all rights of recovery, whether under subrogation or otherwise, whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Contractor, Owner, the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, and any other contractor, subcontractor or other individual or entity performing work or rendering services on behalf of Contractor or Owner in connection with the planning, development and/or construction of the Project. Subcontractor also shall require that all insurance policies related to the Work secured by Subcontractor or its Sub-subcontractors include clauses providing that each insurance underwriter shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Subcontractor shall require similar express waivers and insurance clauses from each of its Sub-subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (i) would otherwise have a duty of indemnification, contractual or otherwise, (ii) did not pay the insurance premium directly or indirectly, and/or (iii) has (or does not have) an insurable interest in the property damaged.~~

21. Change Orders. Subcontractor will not be paid for extras, additions, alterations, omissions, or other modifications in the Work (each, an "Alteration") (regardless of whether requested by Contractor), without prior written authorization from Contractor in the form of a work order or other similar written instrument (individually, a "Change Order," and collectively, the "Change Orders"). Once a Change Order has been executed by Contractor, Subcontractor promptly shall perform the Alterations specified in the Change Order in accordance with the terms thereof. The value associated with any Alteration (and the resulting increase or decrease in the Subcontract Price), and the schedule for completion of the Alteration, shall be set forth in the Change Order. Subcontractor agrees and understands that it is the responsibility of Subcontractor to request a Change Order to this Subcontract prior to performing any Alterations. All charges associated with Change Orders must be referenced separately on invoices for payment.

22. Default; Remedies.

(a) Each of the following events shall constitute a default by Subcontractor: (i) Subcontractor files a bankruptcy petition or a petition seeking relief under the bankruptcy statutes is filed against Subcontractor; (ii) Subcontractor makes a general assignment for the benefit of creditors or becomes insolvent; (iii) Subcontractor fails to pay promptly when due all bills and charges for labor, materials and rental of equipment used in the performance of the Work, or required by this Subcontract to be paid by Subcontractor; (iv) Subcontractor fails to carry out the Work in accordance with this Subcontract or otherwise breaches this Subcontract; and (v) Subcontractor stops Work in violation of Paragraph 27. Each of the foregoing events shall be referred to as a "Default".

(b) In response to a Default, Contractor may exercise any remedy available to Contractor at law or in equity; it being intended that all such remedies, and any other remedies expressly set forth in this Subcontract (including but not limited to the right to take over the Work in accordance with Paragraph 22(c) and the right to terminate this Subcontract for cause in accordance with Paragraph 37(a)), shall be cumulative. Taking over the Work and receiving the sums associated therewith as described in Paragraph 22(c) shall not constitute or be construed as a waiver by Contractor of any action, claim, demand or remedy Contractor may have against Subcontractor by reason of injury or damage resulting from Subcontractor's Default.

(c) Upon the occurrence of a Default, in addition to all other remedies available at law or in equity, Contractor shall have the right, but not the obligation, to take over the Work or any separable part thereof effective immediately upon delivery of written notice to Subcontractor (with or without a termination of this Subcontract). Following delivery of the written notice, Contractor may complete the Work or cause the Work to be completed, and Contractor shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings and materials belonging to Subcontractor; in such an event, this Subcontract shall constitute and be construed as an assignment by Subcontractor to Contractor of all such drawings and materials. Additionally, if Contractor takes over the Work, Subcontractor shall assign to Contractor all sub-subcontracts and purchase orders requested by Contractor. If Contractor takes over the Work, Subcontractor shall pay to Contractor, on demand, a sum equal to the amount by which Contractor's total cost of completing the Work exceeds the portions of the Subcontract Price allocable to such Work, plus an additional fifteen percent (15%) of that sum for administrative and supervisory costs associated with taking over the Work, plus a sum equal to any reasonably incurred attorneys' fees, expert witness fees, consultant fees, costs and related expenses associated with taking over and completing the Work.

(d) Subcontractor shall not have recourse, directly or indirectly, to the Town of Sahuarita or the Quail Creek Community Facilities District for the payment of any costs.

23. Dispute Resolution.

(a) CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ALL CLAIMS, DEMANDS, ACTIONS, COUNTERCLAIMS AND CROSS-CLAIMS ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS SUBCONTRACT SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

~~(b) Subcontractor acknowledges that upon conveyance of each house to a retail buyer, Owner issues a "Home Builder's Limited Warranty". Upon request by Contractor or Owner, Subcontractor agrees to participate in any mediation, arbitration or other dispute resolution proceeding conducted pursuant to the Home Builder's Limited Warranty.~~

CONTRACTOR'S INITIALS 

SUBCONTRACTOR'S INITIALS \_\_\_\_\_

24. Assignment. Contractor shall have the right to assign its rights and interests under this Subcontract to any public authority, utility company, homeowners association or other person or entity without Subcontractor's consent, and Subcontractor agrees to perform its obligations under this Subcontract (including but not limited to its warranty obligations) for any such assignee. Subcontractor shall not assign or transfer this Subcontract without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment by Subcontractor without Contractor's consent shall be null and void and of no force or effect. Unless Contractor's written consent specifically provides otherwise, all of Subcontractor's duties and obligations hereunder shall be unaffected by any such assignment or transfer. Subcontractor shall not assign part or all of its right to receive payments pursuant to this Subcontract without Contractor's prior written consent, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment of part or all of Subcontractor's right to receive payments hereunder without Contractor's consent shall be null and void and of no force or effect, and the assignee in such case shall acquire no right against Contractor. In the event of any assignment of part or all of Subcontractor's right to receive payments hereunder, the same conditions precedent to Contractor's payment obligations to Subcontractor shall apply.

25. Indemnification. Subcontractor shall indemnify, defend and hold harmless Contractor and Owner, and the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents and trusts (collectively, the "Indemnified Parties") for, from and against any and all obligations, claims, damages, liabilities, liens, costs, charges, penalties, fines, insurance deductibles and self insured retention amounts, settlements, judgments and other losses and expenses suffered or incurred (collectively, the "Claims") resulting in whole or in part from, or arising out of, the performance of, or failure to perform, the Work covered by this Subcontract, or otherwise caused by any act, omission or negligence on the part of Subcontractor or its officers, agents, employees or Sub-subcontractors, whether sustained or asserted before or after completion of the Work or termination of this Subcontract, including but not limited to any and all Claims caused by the contributory negligence of Contractor, Owner or any of the other Indemnified Parties, and any and all Claims arising from the death or injury of an agent or employee of Subcontractor or any of the Indemnified Parties, and any and all Claims arising from damage to the property of Subcontractor or any of the Indemnified Parties, but excluding, with respect to an Indemnified Party any and all Claims caused by the sole negligence or willful misconduct of that Indemnified Party. The indemnifications set forth in this Paragraph shall include reasonable attorneys' fees, expert witness fees, consultant fees, costs and related expenses suffered or incurred by any of the Indemnified Parties in the investigation, defense, settlement or satisfaction of any Claim. Additionally, Subcontractor waives all rights against Contractor, Owner and the other Indemnified Parties for damages caused by fire or other perils (INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE NEGLIGENCE OF OWNER OR ANY OF THE OTHER INDEMNIFIED PARTIES). THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL APPLY WITH RESPECT TO EACH INDEMNIFIED PARTY EVEN IF THE EFFECT IS TO INDEMNIFY AND PROTECT THAT INDEMNIFIED PARTY FROM ITS OWN CONTRIBUTORY NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF OTHER INDEMNIFIED PARTIES. BUT, THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL NOT APPLY TO INDEMNIFY AND PROTECT CONTRACTOR, OWNER OR ANY OTHER INDEMNIFIED PARTY FROM CLAIMS CAUSED BY ITS OWN SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

26. Payments.

(a) Submission of Invoices and Payment. Invoices shall cover Work performed up to and including the dates specified for "Invoice Field Approval" on the Payment Schedule attached hereto as Exhibit "D" (the "Payment Schedule"). Subcontractor shall submit each invoice for payment to Contractor, with all required lien waivers, by the dates specified for "Invoice Submittal" on the Payment Schedule. Contractor shall pay Subcontractor the amount owing under this Subcontract, less any applicable withholding and retention, for invoices submitted by the applicable Invoice Submittal date by the dates specified as "Payment Dates" on the Payment Schedule, which shall, in all events, be within seven (7) days after Contractor has received the applicable payment from Owner.

(b) Conditions for Payment of Invoices. Contractor's obligation to pay any invoice shall be subject to the following conditions:

- (i) Contractor must have received an invoice consistent with the terms of this Subcontract;
- (ii) Contractor must have received with the invoice a conditional waiver and release on progress payment from Subcontractor and from all Sub-subcontractors (collectively, the "Lien Claimants"), through the last date included in the current invoice, in the form attached hereto as Exhibit "E-1";
- (iii) Contractor must have received with the invoice an unconditional waiver and release from Subcontractor and from all Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor;
- (v) Subcontractor's Work must have progressed to Contractor's complete satisfaction; and
- (vi) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(c) Conditions for Final Payment. Upon final completion of the Work, Subcontractor may submit an invoice for final payment (excluding payment of the retention amount, which is separately addressed in Paragraph 26(g)) to Contractor. Contractor's obligation to pay any invoice for final payment shall be subject to the following conditions:

- (i) Subcontractor's Work must have been completed to Contractor's complete satisfaction and Contractor must have accepted all of the Work pursuant to Paragraph 4;

- (ii) Contractor must have received with the invoice for final payment an unconditional waiver and release from Subcontractor and from all other Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for progress payment for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
  - (iii) Contractor must have received with the invoice for final payment a conditional waiver and release for final payment from Subcontractor and from all other Lien Claimants on the form attached hereto as Exhibit "E-3";
  - (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor; and
  - (v) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.
- (d) Right to Refuse Payment. Contractor may refuse to submit invoices to Owner (or, if invoices are submitted to Owner before Contractor discovers any of the following conditions, Contractor may withhold payments from Subcontractor) to such extent as Contractor deems necessary to protect Contractor from loss as a result of: (i) unsatisfactory job progress; (ii) defective Work or materials not remedied; (iii) disputed Work or materials; (iv) liens or other claims filed or reasonable evidence that a claim will be filed; (v) failure of Subcontractor or a Sub-subcontractor to make timely payments for labor, equipment and materials; (vi) damage to Owner or Contractor caused by Subcontractor or its Sub-subcontractors or their respective employees or agents; (vii) any breach of or Default under this Subcontract by Subcontractor; (viii) satisfaction of any claims by Contractor that are covered by Subcontractor's indemnities contained in this Subcontract; or (ix) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price. Invoices not submitted to Owner for any of the reasons set forth above shall be submitted (and payments withheld from Subcontractor for any of the reasons set forth above shall be paid to Subcontractor) within a reasonable time after the reasons for not submitting the invoices (or the reasons for withholding payment, as applicable) are remedied by Subcontractor. Notwithstanding anything to the contrary herein, Contractor shall have no obligation to pay invoices until all required lien waivers are submitted to Contractor.
- (e) Unconditional Lien Waivers After Final Payment. Immediately upon receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims against the Project are released for all of the Work through the date of final completion and that there are no disputed claims. In addition, within fifteen (15) days of Subcontractor's receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment from each Lien Claimant, in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims by Lien Claimants against the Project are released for all of the Work through the date of final completion and that there are no disputed claims.
- (f) Withholding. If Contractor refuses to submit invoices to Owner or withholds payments from Subcontractor pursuant to Paragraph 26(d) above, Contractor may withhold an amount equal to Contractor's reasonable estimate of what Contractor expects to incur to correct the items plus an additional ten percent (10%).
- (g) Retention. Contractor will deduct ten percent (10%) retention from each progress payment. The retention amount will be payable seven (7) days after the later of the following events, upon submittal of an invoice by Subcontractor: (i) final inspection and acceptance of the Work by Contractor in accordance with Paragraph 4, and (ii) delivery of all required unconditional lien waivers after final payment pursuant to Paragraph 26(e) above.
- (h) Payments Do Not Constitute Acceptance. Any payments or any advances made to Subcontractor shall not be evidence of Subcontractor's performance of its obligations under this Subcontract either wholly or in part, and no payment, including final payment, shall be deemed an acceptance of any of the Work.
- (i) Joint Checks. Contractor may, at its election and without the consent of Subcontractor, make any payments hereunder jointly to Subcontractor and any of its Sub-subcontractors; provided, however, prior to issuing such joint payments, Contractor shall provide notice to Subcontractor that it intends to issue payments hereunder jointly.
- (j) Invoices Submitted After Sixty Days. Any invoices for payment under this Subcontract that are submitted to Contractor after sixty (60) days from completion of the Work will not be accepted by Contractor, and Contractor shall have no obligation to pay such charges.
27. Stop Work. Subcontractor shall not directly or indirectly stop any Work in the event of any claim, controversy or issue (including but not limited to those relating to any disputed invoice for payment, additional compensation or additional time). Subcontractor shall continue performance, under protest, pending resolution of all such claims, controversies, issues or withholdings unless specifically directed otherwise in writing by Contractor. Subcontractor agrees that its failure to continue performance of the Work pending resolution of any controversies, issues or withholdings shall be a "Default" under this Subcontract. If, notwithstanding the foregoing, Subcontractor is entitled to stop performance of the Work as permitted under any applicable Laws, Subcontractor shall provide written notice to Contractor at least three (3) days prior to the date on which Subcontractor intends to stop the Work. Any agreements made as a result of threats by Subcontractor to stop Work shall have no force or effect whatsoever.
28. Payment of Charges. Subcontractor shall pay any and all bills when due for all charges in connection with the Work, and failure to do so shall constitute a Default under this Subcontract. Subcontractor shall not allow any liens, stop notices or other encumbrances to be created or maintained against the Project, or any portions thereof, or any improvements, fixtures or property located therein. Within ten (10) days after demand from Contractor, Subcontractor shall furnish, at Subcontractor's sole cost, all statutory and other bonds necessary to release and discharge the Project, or any portions thereof, from any such liens and to result in the release of funds held in response to any stop notice or bonded stop notice. If Subcontractor fails to pay any or all of the charges associated with the Work as they become due, Contractor shall have the right, but not the obligation, to pay the charges in full or in part for the account of Subcontractor, either subject to Contractor's right of reimbursement from Subcontractor or from any funds Contractor owes to Subcontractor, or both.
29. Cleaning Up. At all times during the course of the Work, Subcontractor, at its cost and expense, shall keep the Work site and surrounding area free from waste materials, debris or rubbish caused by or resulting from the Work. If Subcontractor fails to comply with the foregoing obligation within one (1) business day after receiving notice from Contractor to do so, Contractor may take such actions as Contractor deems reasonably appropriate to cure Subcontractor's failure, and Subcontractor shall be liable for all costs associated with the actions taken by Contractor.
30. Signage on the Work Site. Subcontractor shall not place any building or sign on the Work site without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion.

31. Written Notice. Any and all notices, approvals, payments, consents or other communications required or permitted under this Subcontract shall be deemed to have been received upon actual receipt or three (3) days after deposit in the United States mail, postage prepaid, to the respective parties at the addresses set forth below the parties' signatures herein or to such other addresses as the parties may from time to time designate in writing by notice given in a like manner.

32. Severability. If any term, condition or provision of this Subcontract is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall, to the extent permitted by law, remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

33. No Waiver, Amendment. The waiver by Contractor or Subcontractor of any term or provision of this Subcontract shall not constitute a waiver of any other term, condition or provision of this Subcontract, or the future application of any term, condition or provision of this Subcontract, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Subcontract may only be amended by a written agreement executed by Contractor and Subcontractor.

34. Independent Contractor. Subcontractor is an independent contractor with respect to the Work and is not serving as the employee or agent of Contractor or Owner. Nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Subcontractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and Subcontractor's employees are not, and shall not be deemed to be, employees of Contractor. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party, and nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties.

35. Computation of Periods. All time periods referred to in this Subcontract shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Subcontract falls on a Saturday, Sunday or a holiday observed by the State of Arizona, the act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or holiday observed by the State of Arizona.

36. Entire Agreement.

(a) This Subcontract, when duly signed by Contractor and Subcontractor, shall bind, and inure to the benefit of, Contractor and Subcontractor, their heirs, personal representatives, successors and permitted assigns, as of the date first above written. This Subcontract (including the exhibits and addenda attached hereto) constitutes the entire agreement between Contractor and Subcontractor with respect to the Work, and supercedes and cancels all previous understandings or agreements between Contractor and Subcontractor with respect to the Work, whether written, oral or implied.

(b) The following addenda, exhibits and attachments are incorporated in this Subcontract as though fully set forth herein, including but not limited to any addenda, exhibits and attachments that are not referenced elsewhere in this Subcontract. The following is a list of exhibits and addenda attached hereto:

Exhibit "A"	List of Plans and Specifications
Exhibit "B"	Subcontract Price
Exhibit "C"	Progress Schedule
Exhibit "D"	Payment Schedule
Exhibit "E-1"	Form of Progress Payment Conditional Lien Waiver
Exhibit "E-2"	Form of Progress Payment Unconditional Lien Waiver
Exhibit "E-3"	Form of Final Payment Conditional Lien Waiver
Exhibit "E-4"	Form of Final Payment Unconditional Lien Waiver
Exhibit "F"	Bid and Construction Requirements Letter
Addendum "1"	Insurance Requirements
	Bid Proposal
	Tax Exempt Certificate

[Insert list of other attached schedules, exhibits and addenda, if any]

In the event of any inconsistency between the numbered paragraphs of this Subcontract and the exhibits and addenda to this Subcontract, the provisions of the exhibits and addenda shall prevail.

37. Termination.

(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "1"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare of persons or property; or (iii) Subcontractor abandons the Work in violation of Paragraph 27 of this Subcontract. Any such termination shall be effective immediately or upon such later date as is specified in the notice. With respect to any other Default, Contractor shall have the right to terminate this Subcontract if, within two (2) days after Contractor delivers a written notice to Subcontractor specifying a Default by Subcontractor under this Subcontract, Subcontractor fails to cure the specified Default to Contractor's satisfaction.

(b) Without Cause. In addition to Contractor's right to terminate this Subcontract for cause, Contractor shall have the right to terminate this Subcontract without cause and for any reason upon at least seven (7) days prior written notice to Subcontractor. Upon termination, Contractor shall take possession of all Work in progress, including all materials and equipment at the Work site or in transit, and Subcontractor shall assign to Contractor all subcontracts and purchase orders requested by Contractor. Upon receipt of a notice of termination, Subcontractor shall stop all Work on the date specified in the notice, and use its best efforts to minimize the costs of terminating the Work. In the event of any such termination (other than a termination as a result of a Default by Subcontractor), Contractor shall pay Subcontractor the pro rata portion of the Subcontract Price that Contractor in good faith determines is reasonably allocable to the Work performed prior to the date of termination, plus any bona fide additional costs reasonably incurred by Subcontractor in good faith prior to the date of termination.

38. Represented by Counsel. Subcontractor has had the opportunity to review, understand and negotiate this Subcontract and to be represented by its own independent legal counsel with respect to the same.

39. Headings and Capitalized Terms. The headings and capitalized terms contained in this Subcontract are for convenience of reference only and shall not, in any way, limit or otherwise affect the meaning or interpretation of this Subcontract.

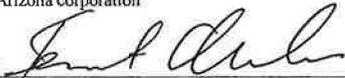
40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.

41. Counterparts. This Subcontract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one contract. A signed facsimile copy of this Subcontract shall have the same, binding effect as a signed original.

42. Time is of the Essence. TIME AND FAITHFUL PERFORMANCE OF ALL PROVISIONS HEREOF ARE OF THE ESSENCE OF THIS CONTRACT.

**CONTRACTOR**

ROBSON RANCH ARIZONA CONSTRUCTION COMPANY,  
an Arizona corporation

By:   
Its: Vice President, Land Development

Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 480-895-0799

Contact: Tom Fetterly @ Quail Creek  
520-393-5810

**SUBCONTRACTOR**

O'LEARY CONSTRUCTION, INC.

By:   
Its: Vice President

Address: 3262 E. 44<sup>th</sup> Street, Tucson, AZ 85713

Phone: 520-798-3220

Contact: Paul McGill

License #: 088917 A

**EXHIBIT "A"**

Plans by B & R Engineering

1. Preliminary Public Roadway and Sewer Plans, Quail Creek Community Facilities District Project, Campbell Avenue, Job #980021.

CONTRACTOR: 3. 4th Street  
 Tucson, AZ 85713-5243  
 (520) 798-3220  
 INVOICE #  
 INV DATE:  
 INV THRU:

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348017	Ret	1205	1	\$	CFD Campbell Ave, Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$	0	\$	0	\$
	Ret			\$	Clear & Grub	10	Acre	\$ 925.00	\$ 9,250.00	0	\$	0	\$	0	\$
	Ret			\$	Precompact Fill Areas	31265	S Yd	\$ 0.40	\$ 12,506.00	0	\$	0	\$	0	\$
	Ret			\$	On Site Excavation & Cut	28463	C Yd	\$ 3.05	\$ 86,812.15	0	\$	0	\$	0	\$
	Ret			\$	Overex Estimate	5312	C Yd	\$ 3.05	\$ 16,201.60	0	\$	0	\$	0	\$
	Ret			\$	Gravel SWPP Entrance	1	Ea	\$ 1,250.00	\$ 1,250.00	0	\$	0	\$	0	\$
	Ret			\$	Barricades	1	Ls	\$ 1,500.00	\$ 1,500.00	0	\$	0	\$	0	\$
	Ret			\$	Grading Retention Held	-10%		\$ 130,519.75							
	Ret			\$	36" CIV RCP Pipe Labor	180	LF	\$ 66.19	\$ 11,914.20	0	\$	0	\$	0	\$
	Ret			\$	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	0	\$	0	\$	0	\$
	Ret			\$	Handrail	44	LF	\$ 30.00	\$ 1,320.00	0	\$	0	\$	0	\$
	Ret			\$	Drain Retention Held	-10%		\$ 32,024.20							
	Ret			\$	36" Class 4 RCP Pipe Material	180	LF	\$ 44.81	\$ 8,065.80	0	\$	0	\$	0	\$
	Ret			\$	Tax Exempt Item #1			\$	\$						
	Ret			\$	Retention Held	-10%		\$ 8,065.80							
	Ret			\$	Retention Paid			\$	\$ 7,500.00	0	\$	0	\$	0	\$
	Ret			\$	Grade Levees	1	LS	\$ 7,500.00	\$ 7,500.00	0	\$	0	\$	0	\$
	Ret			\$	Retention Held	-10%		\$ 7,500.00							
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**EXHIBIT "C"**

**PROGRESS SCHEDULE**

The Work shall begin no later than November 15, 2006 and shall be completed no later than March 30, 2007.

**[Insert more detailed schedule below if required and available]**

Exhibit "D"

CONTRACTOR PAY SCHEDULE FOR 2006 - MONTHLY

<b>WORK COMPLETED THROUGH</b>	<b>INVOICES RECEIVED BY</b>	<b>CHECKS AVAILABLE BY</b>
<b>GL DATE</b>		
<b>1/31/06</b>	2/6/06	2/20/06
<b>2/28/06</b>	3/6/06	3/20/06
<b>3/31/06</b>	4/6/06	4/24/06
<b>4/30/06</b>	5/5/06	5/22/06
<b>5/31/06</b>	6/6/06	6/19/06
<b>6/30/06</b>	7/7/06	7/24/06
<b>7/31/06</b>	8/4/06	8/21/06
<b>8/31/06</b>	9/7/06	9/25/06
<b>9/30/06</b>	10/5/06	10/23/06
<b>10/31/06</b>	11/7/06	11/20/06
<b>11/30/06</b>	12/6/06	12/18/06
<b>12/31/06</b>	1/5/07	1/22/07

EXHIBIT "E-1"

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No.: \_\_\_\_\_

On receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of the check)  
in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check) (Payee of Payees of check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Contractor) (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment of materials furnished to the job site or to \_\_\_\_\_ through \_\_\_\_\_ only and does not  
(Person with whom undersigned contracted) (Date)

cover retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

EXHIBIT "E-2"

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for all labor, services, equipment or material furnished to the job site or to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, (Contractor) (Contractor) (Job Description)

any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to \_\_\_\_\_ through \_\_\_\_\_ (Person with whom undersigned contracted) (Date)

only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)  
BY \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

EXHIBIT "E-3"

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

On receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_  
(Maker of Check) (Amount of Check)

payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this  
(Payee or Payees of Check)

document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position the undersigned has

on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Contractor) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job site or to \_\_\_\_\_ except for disputed claims in the amount of \$ \_\_\_\_\_  
(Person with whom undersigned contracted)

Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

EXHIBIT "E-4"

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

The Undersigned has been paid in full for all labor, services, equipment or material furnished to the job site or to

\_\_\_\_\_ on the job of \_\_\_\_\_  
(Person with whom undersigned contracted) (Contractor)

located at \_\_\_\_\_ and does hereby waive and release  
(Job Description)

any right to Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except

for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTICE:** THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Ave. Phase I**

**General:**

1. Address all bids to: **Robson Ranch Arizona Construction Company  
2175 E. Quail Crossing Blvd.  
Green Valley, AZ 85614**
2. Include in each bid package the PROJECTED TIME for COMPLETION of EACH SEGMENT of CONSTRUCTION.
3. Prices on Bids/Contracts to remain FIRM Through COMPLETION.
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items", "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the subcontractor.
13. Subcontractor shall not backfill trenches until the Contractor's engineer has obtained as-builts in the areas such as, but not limited to, street crossings, other conflict areas and/or any requirements of the governing agencies.
14. Copies of all bonds, to be provided as part of bid, will be held by owner together with name and address of bond agent.

Subcontractor's Initials: 

**EXHIBIT "F"**

**Bid/Construction Requirements Campbell Ave. Phase I**

15. Provide numbers of all applicable government licenses necessary for this project.
16. The Subcontractor's Federal Employer Identification Number or Social Security Number, for all unincorporated contractors, must be on file with the Contractor's office.

**General "Grading" Specifications:**

1. Include all demolition, clearing and grubbing in bids. Include any required haul off. No debris is to be left on site.
2. Adhere to all grading requirements from soils engineer.
3. Include quantities for Cut & Fill. If applicable, include quantities for Import/Export.
4. Subcontractor is responsible to notify and order all compaction tests required by soils engineer.
5. All grades will be constructed to either Plan Grade or any Approved Grade Changes. All Perimeter Grading is to include Dress Up.
6. All compaction tests must pass and be verified before final payment will be made.

**General "Drainage" Specifications:**

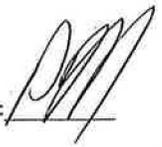
1. Bid all inlets, structures, piping, headwalls, handrail, etc., as shown on plans.

**General "Concrete" Specifications:**

1. Bid all concrete items as shown on plans.
2. Include all removals and haul-offs in bids.
3. All clean-up will be completed before final city inspection.
4. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.

**Miscellaneous:**

1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

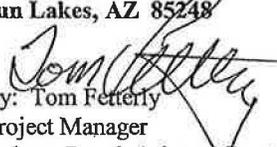
Subcontractor's Initials: 

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Ave. Phase I**

Construction to begin approximately: 11/16/05

Should you have any questions, please call me @ 520-393-5816

Contractor:  
**Robson Ranch Arizona Construction Co.**  
9666 E. Riggs Road Ste. 141  
Sun Lakes, AZ 85248

By:   
Tom Fetterly  
Project Manager  
Robson Ranch Arizona Construction Co.

Subcontractor:  
**O'Leary Construction Inc.**  
3262 E. 44<sup>th</sup> Street  
Tucson, Az. 85713-0740

By: 

Title: VICE PRESIDENT  
(Principle or Authorized Agent)

Subcontractor's Initials: 

## ADDENDUM "1"

### INSURANCE REQUIREMENTS OF SUBCONTRACTOR

(for use with Subcontractors Not enrolled in the Wrap-up Program)

Prior to commencing work for Contractor and throughout the subcontract period, Subcontractor shall comply with all of the following insurance requirements. Subcontractor shall cause all Sub-subcontractors it uses in performance of the Work to comply with these requirements as well:

1. Subcontractor and each Sub-subcontractor must provide Contractor with Certificates of Insurance evidencing the following minimum coverages and limits:
  - a. Commercial General Liability Insurance  
\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 General Aggregate

The CGL Insurance must include contractual liability insurance applicable to the subcontract or sub-subcontract agreement and must contain no explosion, collapse or underground work exclusions.

- b. Automobile Liability Insurance  
\$1,000,000 C.S.L. Each Accident

Auto Liability Insurance must cover all owned, non-owned and hired autos.

- c. Worker's Compensation and Employer's Liability Insurance  
This coverage shall extend to the Workers' Compensation laws of any state, district or territory of the United States in which the Work is situated. Workers' Compensation Insurance shall have limits of not less than the statutory limits for any one occurrence and employer's liability insurance shall have limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
2. Each Certificate of Insurance shall provide Contractor as certificate holder with not less than thirty (30) days advance written notice in the event of any cancellation, non-renewal or material change in the policy limits, terms or conditions.
3. Each Certificate of Insurance issued on the Subcontractor's and Sub-subcontractor's General Liability policies must be accompanied by a copy of an endorsement issued by the insurer verifying that:
  - a. Contractor, Robson Communities, Inc., and their respective subsidiaries, affiliates, employees and agents are included as additional insureds.
  - b. The insurance provided by the Subcontractor and Sub-subcontractor to the above additional insureds constitutes primary coverage with respect to any other insurance that those additional insureds may have available to them.
4. All non-governmental insurers by the Subcontractor and Sub-subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.

proposal

**O'LEARY CONSTRUCTION, INC.**

3262 EAST 44TH STREET  
TUCSON, ARIZONA 85713-5243  
(520) 798-3220 / Fax: (520) 798-0740  
Lic. # 088917 A

PROPOSAL SUBMITTED TO <b>Robson Ranch Quail Creek LLC</b>		PHONE <b>393-5800</b>	DATE <b>10/23/06</b>
STREET <b>2175 Quail Crossing Blvd.</b>		JOB NAME <b>Campbell Avenue - Phase 1</b>	
CITY, STATE AND ZIP CODE <b>Green Valley, AZ 85614</b>		JOB LOCATION <b>Quail Crossing Blvd &amp; Campbell Ave</b>	
<b>Tom Fetterly</b>	<b>Fax 393-5809</b>		

**INCLUDES:**

Excavation / Drainage	
Mobilization	\$ 3,000.00
Clear & Grub	\$ 9,250.00
Precompact fill areas	\$ 12,506.00
Site Excavation/cut	\$ 86,812.00
Over Ex Estimate	\$ 16,202.00
Grade Levees	\$ 7,500.00
Gravel SWPP Entrance	\$ 1,250.00
36" RCP CL IV	\$ 19,980.00
8'x1' Cut off wall- All Units	\$ 182,714.00
Headwalls	\$ 18,790.00
Handrail	\$ 1,320.00
Barricades	\$ 1,500.00

**SUBTOTAL BASE BID: \$360,824.00**

Please Initial:   
O'LEARY

Please Initial: \_\_\_\_\_  
ROBSON

# SCHEDULE OF VALUES & ROUGH QUANTITIES

Quail Creek Community  
Campbell Avenue - Phase 1

ITEM	QUANTITY	UNIT	UNIT COST	EXTENSION	TOTAL COST
<b>EARTHWORK</b>					
Mobilization		lump sum	\$ 3,000.00	\$ 3,000.00	
Clear & Grub	10	ac	\$ 925.00	9,250.00	
Precompact fill areas	31,265	sq yd	\$ 0.40	12,506.00	
Site Excavation/Cut	28,463	cy yd	\$ 3.05	86,812.00	
Over Ex Estimate	5,312	cy yd	\$ 3.05	16,202.00	
Grade Levees		lump sum	\$ 7,500.00	7,500.00	
Gravel SWPPP entrance	1	each	\$ 1,250.00	1,250.00	
36" RCP CL IV	180	feet	\$ 111.00	19,980.00	
8 x 1 Cutoff Wall - All Units	2,251	lin	\$ 81.17	182,714.00	
Headwalls	2	each	\$ 9,395.00	18,790.00	
Handrail	44	feet	\$ 30.00	1,320.00	
Barricades		lump sum	\$ 1,500.00	1,500.00	
				<b>BASE BID</b>	<b>\$ 360,824.00</b>

Please Initial: \_\_\_\_\_



Please Initial: \_\_\_\_\_

**EXCLUSIONS:**

- |   |  |
|---|--|
| 1) Bond (available upon request)  | 13) After cut compaction   |
| 2) Tax  | 14) Bridges, excavation for, backfill of & any related work  |
| 3) Permits & Fees (See Clauses)   | 15) Asbuilts   |
| 4) Surveying  | 16) More than one mob per each phase of work (4 mobs)  |
| 5) Testing  | 17) Handling hazardous material or waste   |
| 6) Structural ex or backfill of other subs work   | 18) Handling unforeseen conditions or obstructions   |
| 7) Fine or landscape grading  | 19) Handling items to be salvaged  |
| 8) Hydro-seeding/Re-vegetation  | 20) Handling other subs spoil, debris or patching  |
| 9) Barbed wire fence & gates  | 21) Any re-grading after initial earthwork   |
| 10) Import, export or handling thereof  | 22) Relocation of existing utility lines or conflicts with   |
| 11) Storm water pollution prevention installation, Maintenance & inspection (See Clauses) | 23) Any work on sheets not specifically mentioned in the proposal even if referred to in plans & specs |
| 12) Shoring or bracing existing utilities   | 24) Any items not specifically mentioned in inclusions   |

**CLAUSES:**

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. re-services the right to perform test excavation before acceptance of this proposal if so desired.
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) Any potential back-charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before execution of said work by others.
- 6) Stockpile excess material generated from work on-site.
- 7) Soils report not available at time of bid.
- 8) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 9) If at time of construction, material & fuel costs increase due to the volatile markets, such increases will be added to the contract value, plus 10%.
- 10) All onsite materials useable in fills without screening, sizing or blending.
- 11) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 12) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 13) Proposal based on Public Roadway & Sewer Plan Only.
- 14) Earthwork is based on cut, not fill. Any borrow to complete fills will be an addition at unit excavation cost.
- 15) Any cost to purchase construction water source material will be extra, invoiced at direct cost, no markup

**TERMS**

Invoiced on the 25<sup>th</sup> projected to the 30<sup>th</sup>, due in 30 days.

**RETENTION:**

- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.

The Propozer hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

Three Hundred Sixty Thousand Eight Hundred Twenty Four Dollars and 00/100 (\$ 360,824.00).

Payment to be made as follows:

Invoiced on the 25<sup>th</sup> projected to the 30<sup>th</sup>, due in 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Upon signing, this proposal becomes contractual. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please Initial and complete one of the following:

I understand that by executing this certificate to O'Leary Construction, Inc. I declare that I am the prime contractor on the above mentioned project pursuant to ASR#42-1310-16D. Under law, by this declaration, I assume all liability for any and all transaction privilege tax due on such contracting activity.

Transaction Privilege Lic. # \_\_\_\_\_

Taxpayer I.D. # \_\_\_\_\_

AZ Contractor's Lic. # \_\_\_\_\_

OR:

I am the owner and/or do not have a Transaction Privilege License. Please add tax at time of billing.  
Total cost including tax \$ \_\_\_\_\_

**O'LEARY CONSTRUCTION, INC.**

3262 E. 44 TH STREET  
TUCSON, AZ 85713  
(520) 798-3220 FAX (520) 798-0740  
LICENSE #088917 A

November 9, 2006

Tom Fetterly  
Robson Ranch Quail Creek, LLC  
2175 Quail Crossing Blvd.  
Green Valley, AZ 85614

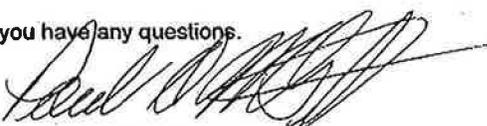
Re: Campbell Ave -- Phase I

Dear Tom:

As you requested the following is the cost of pipe material and labor split into separate categories for 36" RCP.

<u>Item</u>	<u>Labor &amp; Equip.</u>	<u>Pipe Material</u>	<u>Total</u>
36" RCP	\$ 66.19	\$ 44.81	\$ 111.00/ft

Call me if you have any questions.

Sincerely, 

O'LEARY CONSTRUCTION, INC.

Paul McGill  
Vice President

PM/gw



**Arizona Department of Revenue  
Prime Contractor's Certificate**

**ARIZONA FORM  
5005**

The purpose of this form is to provide a subcontractor with the validation required for tax exemption of a particular project, for a period of time, or until revoked. This certificate establishes responsibility for the transaction privilege tax; therefore, it must be completed by the prime contractor assuming the contracting transaction privilege tax liability for the contracting project(s). The asterisked (\*) items must be completed, otherwise the certificate is not valid. The Department may disregard this certificate pursuant to ARS § 42-5075.E if the certificate is incomplete or erroneous. If disregarded, the entity accepting the certificate (subcontractor) will have the burden of proving (pursuant to ARS § 42-5075.D), that it is not subject to transaction privilege tax as a taxable prime contractor.

<b>A. Prime Contractor</b>	
* NAME: Robson Ranch Arizona Const. Co.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 904 N. Quail View Loop	10186758-N
Green Valley Az. 85614	AZ Contractor License #: 190585-A
	Telephone #: 520-393-5810

<b>B. Subcontractor</b>	
* NAME: O'Leary Construction Inc.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 3262 E. 44th Street	
Tucson, AZ 85713-5243	AZ Contractor License #:
	Telephone #:

<b>C. Type of Certificate (check one and provide requested information)</b>	
<input type="checkbox"/> Single Project Certificate  PROJECT DESCRIPTION  <hr/> <hr/> <hr/> <hr/> ** (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)	<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).  <input type="checkbox"/> Period From: _____ Through: _____ <input checked="" type="checkbox"/> Until revoked <input type="checkbox"/> Specific Exceptions: _____  _____

I hereby certify that I have authority to sign this Certificate on behalf of Prime Contractor. I understand that by executing this Certificate, Prime Contractor is assuming the prime contracting transaction privilege tax liability applicable to the above referenced project(s).

*Thomas Fetterly*

\_\_\_\_\_  
SIGNATURE

Project Manager, Quail Creek Land Development  
\_\_\_\_\_  
TITLE

Thomas Fetterly  
\_\_\_\_\_  
PRINT NAME

11/15/06  
\_\_\_\_\_  
DATE SIGNED

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS  
CLEAR-2

DATE (MM/DD/YYYY)  
01/04/07

**PRODUCER**  
Lovitt & Touche' Inc - Tucson  
P. O. Box 32702  
Tucson AZ 85751-2702  
Phone: 520-722-3000 Fax: 520-722-7245

**INSURED**  
O'Leary Construction, Inc.  
3262 E 44th St  
Tucson AZ 85713

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>USF INSURANCE CO</b>	
INSURER B: <b>Colorado Casualty Ins Co</b>	
INSURER C: <b>FEDERAL INSURANCE COMPANY</b>	20281
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	X	<b>AUTOMOBILE LIABILITY</b>	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07		
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$
C		Scheduled Equip	6635645	09/01/06	09/01/07	Sched Lim	Repl Cost
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Limit	\$250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

- See attached addendum -  
RE: Campbell Ave. -CFD-Phase I-Earthwork  
\*Except 10 days notice of cancellation for non-payment of premium\*  
THIS CERTIFICATE REVISES/REPLACES PREVIOUS CERTIFICATE OF 11/10/06

CERTIFICATE HOLDER	CANCELLATION
ROBSO-6  Robson Ranch Quail Creek LLC 2175 E Quail Crossing Blvd Green Valley AZ 85614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>R.J. Moran</i>

## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**

HOLDER CODE ROBSO-6  
INSURED'S NAME O'Leary Construction, Inc.

OLRAR-2  
OPID HS

PAGE 3  
DATE 01/04/07

Certificate Holder and Quail Creek Community Facilities District, 725 W  
Via Rancho Sahuarita, Bldg #3, Sahuarita, AZ 85629 and the Town of  
Sahuarita, PO Box 879, Sahuarita, AZ 85629 are named Additional Insured to  
General Liability coverage if required by written contract, subject to all  
policy terms, conditions, definitions & exclusions.  
RE: Campbell Ave-CFD-Phase I-Earthwork.



## Certificate of Insurance

**Certificate Mailed To:**

ROBSON RANCH AZ CONST CO  
2175 E QUAIL CROSSING BL  
GREEN VALLEY AZ 85614

**Name of Insured:**

O'LEARY CONSTRUCTION INC  
3262 E 44th St  
Tucson AZ 85713

Date Issued: 02/13/2007  
Certificate Number: 43  
Policy Number: 138085  
Origin Date: 09/23/1982  
Expiration Date: 10/01/2007  
Liability Limits: 1000/1000/1000  
(000 Omitted)

**Proof of Coverage**

Grading at Campbell Avenue - Quail Creek

**Job Number:** 1614

**Location:**

Should the above policy be canceled by the State Compensation Fund before the expiration date thereof, the State Compensation Fund will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the State Compensation Fund.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

Robson Ranch AZ Const Co  
2175 E Quail Crossing Bl  
Green Valley AZ 85614

Authorized Representative



January 3, 2007

Mr. Paul McGill  
O'Leary Construction Inc.  
3262 E 44<sup>th</sup> Street  
Tucson, AZ 85713-5243

**RE: Notice To Proceed-Campbell Ave. Phase 2**

Dear Paul,

This letter is your notice to proceed on Campbell Avenue Phase 2 Sewer and drain piping as a Quail Creek Community Facilities District Project. Please contact me at 393-5810 so that we may discuss the project schedule and details.

Yours truly,

Tom Fetterly  
Project Manager Quail Creek Land Development

U:\DATA\WORD\Notice to Proceed\CFD Campbell Ph 2.doc

Billed 4/10/07 -> PROOF OF PERMIT ONLY NOT FOR COSTING

TOWN OF SAHUARITA  
P.O. BOX 879  
SAHUARITA, ARIZONA 85629

FOR OFFICE USE ONLY

TELEPHONE NO. (520) 648-1972 FAX NO. (520) 648-1404

# RIGHT-OF-WAY USE APPLICATION

# COPY

Permit No.: SA07-037RW

Issue Date: 4/9/07

Date of Application: 4/9/07 ✓

Telephone No: (520) 798-3220

Fax Number: 798-0740

Applicant: O'Leary Construction, Inc.

Contact Person: Paul McGill

Address: 3262 E. 44th Street Tucson, AZ 85713

\*\*Project Address: Campbell Avenue @ Quail Creek

\*\*Description of Work: ROAD CROSSING FOR SEWER MAIN & MEDIAN WORK

(Location of Construction, Shoulder work only, Road cut required, Boring, Length of trench, Depth of Trench, etc.)

Estimated Start Date

\*\*Provide four (4) copies of PLANS to be reviewed for permit.

April 2007

\*\*Estimated cost of construction: \$ \* (Must be provided for review fee calculation)

\*\*Cost of construction means only the cost of excavation of public right-of-way (excluding cost of cable conduit, pipe, and other items which may be functional for the utility) including all trenching, imported back-fill materials, placing and compacting back-fill materials, and pavement replacements. Applicant shall provide an itemized estimate of costs for all work subject to review and confirmation by the Public Works Department.

Will Town Inspection be required?  YES  NO

\*\*If "NO", the applicant must provide a PROJECT SELF-CERTIFICATION STATEMENT, complete with test results, indicating that the work complies with adopted Town Standards and conditions of permit.

Base Permit Fee.....	\$	100.00
Minimum \$50/hour x _____ Hours.....	\$	0
Inspection Fee, 2.5% of Cost Estimate.....	\$	0
TOTAL PERMIT FEE.....	\$	100.00

Contractor: Robson Ranch AZ Construction Co. Telephone No.: (480) 895-0799

Address: 9532 E. Riggs Rd Suite 1118

State License No.: A 190585 Expiration of License: 11/07

Town of Sahuarita Business License (required):

Applicant Signature: *Paul McGill* Telephone (520) 798-3220

Approved for the Town of Sahuarita By: *Rick Robson* 4/9/07

for Town Engineer Date

THIS PERMIT SHALL BECOME NULL AND VOID IF THE WORK IS NOT COMPLETED BY: 7/9/07

\* PIA's fee

Billed 4/10/07  
 1702  
 PROOF OF PERMIT ONLY  
 NOT FOR COSTING

TOWN OF SAHUARITA

APPLICATION FOR PERMIT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN TOWN OF SAHUARITA RIGHT-OF-WAY  
 FORM A - MAJOR UTILITY INSTALLATIONS

Date of Application: 3/28/07	Permit No. Issued 07-051FA
Applicant: O'Leary Construction Inc.	Telephone: 798-3220
Address: 3262 E. 44 <sup>th</sup> St.	
Project Location: Campbell Ave @ Quail Creek	
Description of work: CFD Sewer Main and Manholes	

Construction Cost (Documentation Must Be Submitted):  
 By Signed Contract: \$274,260.35  Verifiable Estimate: \_\_\_\_\_  
 Accepted By: [Signature] Town Engineer

- Conditions Met & Approved:
- A. Hold Harmless Documentation: Bond N/A Insurance XX
  - B. Competence & Equipment: Approved By: State And Town License
  - C. Construction: Contract XX  Estimate \_\_\_\_\_ Approved \_\_\_\_\_
  - D. Completion Assurance Posted: Cash N/A Bond \_\_\_\_\_ Other \_\_\_\_\_
  - E. Plans and Specification Approved: XX B.H. 1/30/07 Town Engineer
  - F. Agreement for Inspection of Public Improvements: Signed
  - G. Report Review Fees of \_\_\_\_\_ Have Been Paid XX
  - H. Plan Review Fee of \_\_\_\_\_ Has Been Paid XX

Permit Fee:

Base Amount.....	\$ 100.00
Plus \$500.00 Minimum.....	
Or 1% of Construction Cost* ..... \$274260.35.....	2742.60
Or 2-1/2% of Construction Cost** .....	
Total .....	<del>2842.60</del> <u>2742.60</u>

Receipt of Check to "Town of Sahuarita" is acknowledged

\* An agreement for inspection of public improvements has been executed, and applicant hereby agrees to pay the costs of all tests of materials and performance as required by the Town Engineer.

\*\* The Applicant agrees to pay for all tests of materials and performance which may be ordered by the Town Engineer.

THIS PERMIT SHALL BECOME NULL AND VOID IF WORK IS NOT COMPLETED BY 3/26/08

A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES.

(Campbell Ave)  
#1702

PIMA COUNTY DEVELOPMENT SERVICES  
DEPARTMENT  
DEVELOPMENT REVIEW DIVISION  
201 N. Stone Avenue, 2<sup>nd</sup> Floor  
Tucson, Arizona 85701-1207

INVOICE NUMBER JOB  
5723

Phone (520) 740-586  
FAX: (520) 740-6380

SEWER PLAN NO. G-2006-120

**PUBLIC SEWER PERMIT APPLICATION AND AFFIRMATION OF COST**

Cyndi Foster for  
O'Leary Construction of 3262 E. 44<sup>th</sup> St; Tucson Az 85713  
Applicant's name (please print) Address

Hereby apply for a sewer construction permit and do depose and say that I am the (owner) (contractor) (developer) or (representative) in connection with sewer installation for:

Quail Creek Community Facilities District Project  
Name of Project)

Property or lots to be served: Campbell Avenue

Owner/Developer: Robson Ranch Quail Creek, LLC

Affiant further attests that the contract price of the above installation is in the sum of: \$ 274,260.00

The Contractor's name is O'Leary Construction \*License No.: 088917A

\*Address: 3262 E. 44<sup>th</sup> St; Tucson Az 85713 \*Phone: 798-3220

An itemized, signed copy of bid is attached hereto.

Starting date: To be determined at time of Pre-Construction Meeting with PC WWMD Field Engineering. (Notice to Proceed will be issued at this time)

All information marked with a red asterick \* should be provided at time of application. In the event that this information is unavailable at time, the applicant or contractor MUST then provide this information to the Chief Inspector 72 hours prior to beginning construction. Omission of this information or an unqualified license shall void this permit until such information is received. A pre-construction conference may be necessary.

NOTE: The Chief Inspector and/or this office **MUST** be notified 72 hours before construction begins. [In the event of a CHANGE in the above stated CONSTRUCTION START DATE or CONTRACTOR, CONTACT the CHIEF INSPECTOR LISTED BELOW IMMEDIATELY!]

Applicant's Signature Cyndi Foster - agent Date 26 March 2007

EFFECTIVE: MARCH 9, 2007

**\*ALL PERMITS EXPIRE ON LISTED EXPIRATION DATE\*, \*\*NO EXTENSIONS ARE GRANTED\*\***

**\*\*\*NO PERMIT SHALL BE ISSUED WITHIN 120 DAYS OF THE PDEQ ATC EXPIRATION DATE WITHOUT AN OWNER SIGNED WAIVER\*\*\***

Pima County Dept. of Transportation & Wastewater Management Specifications and Details can be found on the Internet at <http://www.pima.gov/wwm/stdet/index.htm>

FOR DEPARTMENT USE ONLY

PERMIT NO. 55956 Date: 3/26/07 Expiration Date: 3/16/09

Approved by: [Signature] Inspection Fee: \$ 600.50 Check # 43951  
(based on 2.5% of the attested contracted price plus \$25.00)

THE CHIEF INSPECTOR FOR THIS PROJECT IS: KEVIN VARNER (Phone 740-2651)

BILLED 4/10/07 → PROOF OF PERMIT ONLY  
NOT FOR COSTING



# Robson Communities

*Master-Planned Resort Living For Active Adults*

February 8, 2007

Paul McGill  
O'Leary Construction, Inc.  
3262 E. 44<sup>th</sup> Street  
Tucson, AZ 85713

**Re: Quail Creek – Campbell Avenue Phase 2 CFD**

Dear Mr. McGill:

Enclosed for your files is the executed original for the above subcontract.

At your earliest convenience, please provide our office with the insurance certificate as required in the attached Addendum #1.

We look forward to working with you on this project. If you have any questions about the contract or billing procedures, please contact Tom Fetterly at 520-393-5816.

Very truly yours,

Kenneth A. Marks  
Vice President Land Development

Encl.  
KAM/sw

cc: Tom Fetterly, w/encl.

J:\Susan\Contracts\Quail Creek\Executed Contract Letters\Campbell Ave Ph2 CFD-O'Leary.doc

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of January 5, 2007 by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION INC. ("Subcontractor"), for construction of that certain CAMPBELL AVENUE PHASE 2 CFD (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

1. Agreement to Perform Work in Accordance with Plans. Subcontractor shall provide all labor, materials, equipment, tools, machinery and other services necessary to execute all of the Work in a timely, professional and workmanlike manner in accordance with the plans and specifications described on Exhibit "A" of this Subcontract (the "Plans and Specifications").
2. Standard of Performance. Subcontractor shall perform all Work in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in conformity with this Subcontract and the Plans and Specifications, as determined by the Contractor. All labor and materials furnished by Subcontractor shall be new and of first class quality.
3. Governmental Approvals. Subcontractor is responsible for arranging inspection and approval of the Work by all necessary governmental authorities and utility companies. If Subcontractor's Work fails to pass inspection, Subcontractor shall pay all expenses for any required re-inspections. No portion of the Work will be deemed completed until final inspection and approval of that portion of the Work by any required government authorities and utility companies. Inspection and approval by all applicable government authorities and utility companies shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract.
4. Inspection and Approval by Contractor. No portion of the Work will be deemed completed until that portion of the Work receives final inspection approval by Contractor, to Contractor's complete satisfaction. If Contractor rejects all or any portion of the Work as defective or failing to conform to this Subcontract or the Plans and Specifications, Subcontractor, at its cost and expense, promptly shall repair, replace or otherwise correct the defective or nonconforming Work to Contractor's complete satisfaction. Contractor's decision shall be final in the event of any dispute as to workmanship or as to quality or quantity of materials included in the Work. Inspection and approval by Contractor shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract and the Plans and Specifications. Without limiting the generality of the previous sentence, inspection and approval by Contractor shall not eliminate or in any way alter the representations and warranties of Subcontractor set forth in this Subcontract, including but not limited to the warranty set forth in Paragraph 10.
5. Licenses. Subcontractor represents and warrants that Subcontractor has and shall maintain a proper and valid contractor's license in good standing, in conformity with Arizona requirements and the requirements of any other jurisdiction where any part of the Work is performed. Subcontractor covenants that any Sub-subcontractors (as defined in Paragraph 12) used by Subcontractor will be licensed contractors in good standing with the State of Arizona Registrar of Contractors. Subcontractor represents and warrants that Subcontractor is fully qualified to perform the contracted Work. Subcontractor acknowledges that Contractor will rely on the foregoing representations and warranties. Unless otherwise instructed in writing by Contractor, Subcontractor agrees that it shall secure and maintain all licenses required to perform the Work.
6. Staking. Contractor shall provide normal construction staking standard to the trade. Maintenance of stakes is Subcontractor's responsibility. Any additional construction stakes or re-staking required as a result of loss or damage to stakes caused by Subcontractor shall be paid for by Subcontractor.
7. Familiarity with Site. Subcontractor acknowledges that it has visited and inspected the job site prior to executing this Subcontract and is familiar with conditions relating to the contracted Work.
8. Subcontract Price.
  - (a) Subcontractor shall perform the Work for the amounts itemized on Exhibit "B" attached to this Subcontract (the "Subcontract Price"), which constitute the total compensation payable to Subcontractor for the Work. Without limiting the provisions of Exhibit "B", the Subcontract Price includes all labor, services and materials associated with the Work (including but not limited to any costs associated with delivery and storage of materials to be used in the Work).
  - (b) Unless Subcontractor is otherwise instructed by Contractor, Contractor shall obtain, and pay all fees and costs associated with, all permits required by federal, state and local governmental entities in connection with the Work. If Subcontractor is required to obtain any permits in performance of the Work, Contractor shall reimburse Subcontractor the cost of such permits. Contractor shall pay all applicable state and local transaction privilege taxes. Subcontractor shall pay all transportation taxes and all contributions and taxes associated with the employment of Subcontractor's employees (including but not limited to social security and unemployment taxes).
9. Labor and Materials. All labor and materials furnished by Subcontractor in performance of the Work are deemed included within the Subcontract Price, regardless of whether the labor and materials were specifically required in carrying out this Subcontract and/or the Plans and Specifications. Subcontractor shall provide, as part of the Work and included in the Subcontract Price, all items normally provided by those in Subcontractor's trade in addition to items specified in this Subcontract.
10. Warranty, Corrections and Repairs.
  - (a) Subcontractor warrants to Contractor that all materials and permanently installed equipment furnished as part of the Work shall be new and of first class quality, that the Work shall be of first class quality, that the Work shall be performed in accordance with the requirements of this Subcontract and the Plans and Specifications, and that the Work shall be free from defects in materials or workmanship. In addition to all other rights and remedies available to Contractor, if any part of the Work is defective or not in conformity with the Plans and Specifications and/or this Subcontract, upon receipt of a written notice from Contractor to that effect, Subcontractor shall replace or repair the defective or nonconforming Work to Contractor's complete satisfaction to comply with the requirements of this Subcontract and the Plans and Specifications. Subcontractor shall bear all costs of such replacement or repair, including all costs incidental thereto, without cost to Contractor, or the developer of the Project, Robson Ranch Quail Creek, LLC, a Delaware limited liability company ("Owner"), or any of their respective successors-in-interest. If Subcontractor fails to replace or repair the defective or nonconforming Work within a reasonable time pursuant to the foregoing sentence, Contractor may engage other help to replace or repair the defective or nonconforming Work, and Subcontractor shall be liable for the costs associated therewith.
  - (b) All warranties procured by Subcontractor from manufacturers or suppliers of materials or equipment contained in the Work and all warranties procured by Subcontractor from its Sub-subcontractors must be assignable to Contractor, to Owner and to each subsequent owner of the Work, and shall be deemed automatically assigned and provided to Contractor when the Work is completed. Upon completion of the Work, all warranties and guarantees by Subcontractor and its Sub-subcontractors shall remain in effect as warranties and guarantees to Contractor but also shall be deemed to be extended to, assigned to, and inure to the benefit of, Owner and any successor-in-interest to Owner.

(c) Nothing contained herein shall be deemed to limit any statutory or implied warranties, or any other rights or remedies of Contractor, Owner or any other party. The covenants and warranties set forth in this Paragraph 10 are in addition to all other rights, remedies and warranties available under applicable Laws (as defined in Paragraph 18).

11. Progress Schedule. Subcontractor shall perform the contracted Work in as expeditious and rapid manner as possible, without compromising the first class quality required by this Subcontract. Subcontractor shall complete the Work according to the "Progress Schedule" attached to this Subcontract as Exhibit "C", which may be accelerated or otherwise modified by Contractor from time to time in its discretion. If Contractor modifies the Progress Schedule, Subcontractor shall perform its Work in accordance with the modified Progress Schedule, and Subcontractor hereby releases and discharges Contractor from any liability for damages that may be caused or sustained by Subcontractor by reason of any such changes, including but not limited to any delays in the Work caused by such changes.

12. Sub-Subcontractors.

(a) When requested by Contractor, Subcontractor promptly shall provide to Contractor, in writing, the names, addresses and telephone numbers of all individuals and entities (each, a "Sub-subcontractor") that Subcontractor has contracted (or intends to contract) with or has requested (or intends to request) to provide labor, materials, supplies, or other goods or services in connection with the Work. Contractor shall have the right to object to the use of any Sub-subcontractor in performance of the Work, in which case that Sub-subcontractor shall not be used in performance of the Work. If Contractor has requested the names of each Sub-subcontractor, Subcontractor shall make no substitution for any listed Sub-subcontractor, nor add any Sub-subcontractor to the list, without the prior written consent of Contractor. Contractor also shall have the right to request a copy of any sub-subcontract that Subcontractor has entered into with a Sub-subcontractor.

(b) The subcontracting of all or any part of the Work by Subcontractor shall not relieve Subcontractor of any of the obligations or conditions of this Subcontract. As between the parties hereto, each Sub-subcontractor shall be considered the agent of Subcontractor. The acts and omissions of each Sub-subcontractor and all persons either directly or indirectly acting for it shall be deemed to be the acts and omissions of Subcontractor, and Subcontractor shall remain liable and responsible to Contractor hereunder as if no sub-subcontract had been made.

(c) Nothing contained in this Subcontract (including but not limited to any payment of sums by Contractor directly to a Sub-subcontractor pursuant to Paragraph 28 this Subcontract) or in any other agreement with a Sub-subcontractor shall create any contractual relationship between Contractor and any Sub-subcontractors or create any obligation on the part of Contractor to pay, or to see to the payment of, any sums to any Sub-subcontractor.

(d) In each agreement with a Sub-subcontractor, Subcontractor shall provide that if this Subcontract is terminated as a result of Subcontractor's "Default" hereunder (as defined in Paragraph 22), each such sub-subcontract agreement shall, at Contractor's option, remain in full force and effect. If, at Contractor's option, a sub-subcontract agreement remains in full force and effect, Contractor shall be entitled to all performances thereunder, provided Contractor honors Subcontractor's payment obligations thereunder (subject to the provisions of this Subcontract regarding payment).

(e) Each Sub-subcontractor shall agree that, upon full or partial payment of the sums due to it, it shall deliver to Contractor and Owner lien waivers in accordance with this Subcontract.

13. Subcontractor's Employees. Subcontractor shall maintain strict discipline among its employees and shall not employ any person unfit or without sufficient skill to perform the contracted Work. At all times during performance of the Work, Subcontractor shall maintain at the Work site a competent supervisor or foreman to oversee the performance of the Work and, for purposes of communication and safety at the Work site, at least one employee who speaks fluent English.

14. Cooperation with Other Subcontractors. Subcontractor agrees not to hinder or delay other contractors from proceeding with their work and will work in harmony with them in achieving Contractor's objectives for the Project. Subcontractor shall take appropriate precautions to protect the work of other subcontractors from damage or delay caused by Subcontractor's Work. Any damage by Subcontractor or its employees to work or property of other subcontractors will be repaired or replaced at Subcontractor's expense.

15. Protection of Existing Improvements and Subcontractor's Work.

(a) Subcontractor agrees to protect all existing utilities and improvements from damage as a result of Subcontractor's Work. Any damage to existing improvements or utilities resulting from Subcontractor's Work shall be repaired or replaced at Subcontractor's expense in adherence to utility company or other applicable standards. Subcontractor agrees that it is responsible for the protection of its Work, and all materials not yet incorporated into the Work, until final completion and acceptance of the Work by Contractor. Subcontractor, at its sole cost and expense, shall repair or replace any damage caused by Subcontractor to the Work, or materials not yet incorporated into the Work, that occurs prior to final acceptance by Contractor.

(b) If any materials are delivered or otherwise furnished to Subcontractor by any third-party, including but not limited to materials delivered or furnished by Contractor, Owner, or their suppliers or subcontractors, Subcontractor shall become responsible for all such materials upon delivery to Subcontractor and shall pay any storage charges after delivery. Furnished materials lost or damaged after delivery to Subcontractor shall be replaced by, or at the expense of, Subcontractor.

16. Notification of Faulty Workmanship. If Subcontractor observes or otherwise becomes aware of defective, faulty or sub-standard work by other subcontractors, Subcontractor promptly shall provide notice to Contractor. If Subcontractor fails to notify Contractor and knowingly performs contracted Work over faulty workmanship of other subcontractors, Subcontractor shall be responsible for replacing or repairing its own Work as necessary, at no charge to Contractor.

17. Quality Control Inspections and Meetings. Contractor shall have the right, but not the obligation, to conduct periodic quality control inspections throughout the duration of the Work. Contractor shall have the right, but not the obligation, to hold formal meetings to discuss the progress and conduct of the Work throughout the duration of the Work. Subcontractor agrees to have a supervisor attend the meetings when requested by Contractor. The content of the foregoing meetings may include, but need not be limited to: (a) discussions of the progress of the Work; (b) Subcontractor's suggestions regarding any improvements that would enhance Work operation or aesthetic value or reduce costs; (c) Subcontractor's presentation of any issues that impair proper performance of, or may in the future impair proper performance of, the Work; and (d) Subcontractor's suggested corrections with respect to any areas of contracted Work where Subcontractor believes incorrect decisions or designs have been made, together with suggested methods to correct the problem and estimated costs associated with the corrections. While these quality control inspections and meetings are designed to improve job efficiency and reduce callbacks and corrective costs, proper performance of these procedures shall not relieve Subcontractor of its warranty or other obligations under this Subcontract.

18. Compliance with Laws. Subcontractor agrees to do the Work in conformity with all city, county, state and federal laws and regulations, as amended from time to time, including but not limited to those relating to taxes, social security, unemployment, worker's compensation, wages, occupational health and safety, discrimination, land use, waste disposal, air, water, groundwater, storm water discharge, dust control, endangered species, environmental contamination, toxic wastes, hazardous substances, oil, pesticides, herbicides, building and construction codes and standards, contractor licensing statutes and regulations, and any other laws governing the Work (collectively, the "Laws"). Accordingly, Subcontractor represents and warrants to Contractor that Subcontractor is familiar with all pertinent Laws. If there is any discrepancy between the Plans and Specifications and the Laws, Subcontractor shall not perform any Work without first giving Contractor written notice of the discrepancy and receiving written instructions from Contractor regarding how to proceed.

19. Bonding. If requested by Contractor in writing, Subcontractor shall, prior to commencement of the Work, furnish Contractor with maintenance, payment and performance bonds with such surety, in such amounts and with such provisions as shall, in all respects, comply with specific provisions of Arizona Laws and be acceptable to Contractor. Without limiting the generality of the foregoing, the bonds requested by Contractor may include: (a) bonds to guarantee Subcontractor's full and faithful performance of all the provisions of this Subcontract, (b) bonds to guarantee performance of Subcontractor's Work, (c) bonds to guarantee payment by Subcontractor to Contractor of all sums Contractor may pay for the account of Subcontractor, and (d) bonds to guarantee payment by Subcontractor of all sums Subcontractor may be required to pay hereunder. If Contractor requests such bonds, then, unless otherwise specified by Contractor in writing, such bonds shall be maintained in full force and effect during the term of this Subcontract; provided, however, any maintenance bond shall be maintained in full force and effect after the term of the Subcontract in accordance with the requirements of any public authority, utility, or other assignee to whom the Work or any portion thereof may be dedicated or conveyed. The reasonable cost of bond premiums that receive the prior written approval of Contractor shall be paid by Subcontractor and reimbursed by Contractor.

20. Insurance, Waiver of Subrogation.

(a) Subcontractor shall comply in all respects with the insurance requirements of this Subcontract that are set forth on Addendum "1" to this Subcontract.

(b) Subcontractor, on its own behalf and on behalf of all of its insurers, hereby waives all rights of recovery, whether under subrogation or otherwise, whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Contractor, Owner, the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, and any other contractor, subcontractor or other individual or entity performing work or rendering services on behalf of Contractor or Owner in connection with the planning, development and/or construction of the Project. Subcontractor also shall require that all insurance policies related to the Work secured by Subcontractor or its Sub-subcontractors include clauses providing that each insurance underwriter shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Subcontractor shall require similar express waivers and insurance clauses from each of its Sub-subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (i) would otherwise have a duty of indemnification, contractual or otherwise, (ii) did not pay the insurance premium directly or indirectly, and/or (iii) has (or does not have) an insurable interest in the property damaged.

21. Change Orders. Subcontractor will not be paid for extras, additions, alterations, omissions, or other modifications in the Work (each, an "Alteration") (regardless of whether requested by Contractor), without prior written authorization from Contractor in the form of a work order or other similar written instrument (individually, a "Change Order," and collectively, the "Change Orders"). Once a Change Order has been executed by Contractor, Subcontractor promptly shall perform the Alterations specified in the Change Order in accordance with the terms thereof. The value associated with any Alteration (and the resulting increase or decrease in the Subcontract Price), and the schedule for completion of the Alteration, shall be set forth in the Change Order. Subcontractor agrees and understands that it is the responsibility of Subcontractor to request a Change Order to this Subcontract prior to performing any Alterations. All charges associated with Change Orders must be referenced separately on invoices for payment.

22. Default; Remedies.

(a) Each of the following events shall constitute a default by Subcontractor: (i) Subcontractor files a bankruptcy petition or a petition seeking relief under the bankruptcy statutes is filed against Subcontractor; (ii) Subcontractor makes a general assignment for the benefit of creditors or becomes insolvent; (iii) Subcontractor fails to pay promptly when due all bills and charges for labor, materials and rental of equipment used in the performance of the Work, or required by this Subcontract to be paid by Subcontractor; (iv) Subcontractor fails to carry out the Work in accordance with this Subcontract or otherwise breaches this Subcontract; and (v) Subcontractor stops Work in violation of Paragraph 27. Each of the foregoing events shall be referred to as a "Default".

(b) In response to a Default, Contractor may exercise any remedy available to Contractor at law or in equity; it being intended that all such remedies, and any other remedies expressly set forth in this Subcontract (including but not limited to the right to take over the Work in accordance with Paragraph 22(c) and the right to terminate this Subcontract for cause in accordance with Paragraph 37(a)), shall be cumulative. Taking over the Work and receiving the sums associated therewith as described in Paragraph 22(c) shall not constitute or be construed as a waiver by Contractor of any action, claim, demand or remedy Contractor may have against Subcontractor by reason of injury or damage resulting from Subcontractor's Default.

(c) Upon the occurrence of a Default, in addition to all other remedies available at law or in equity, Contractor shall have the right, but not the obligation, to take over the Work or any separable part thereof effective immediately upon delivery of written notice to Subcontractor (with or without a termination of this Subcontract). Following delivery of the written notice, Contractor may complete the Work or cause the Work to be completed, and Contractor shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings and materials belonging to Subcontractor; in such an event, this Subcontract shall constitute and be construed as an assignment by Subcontractor to Contractor of all such drawings and materials. Additionally, if Contractor takes over the Work, Subcontractor shall assign to Contractor all sub-subcontracts and purchase orders requested by Contractor. If Contractor takes over the Work, Subcontractor shall pay to Contractor, on demand, a sum equal to the amount by which Contractor's total cost of completing the Work exceeds the portions of the Subcontract Price allocable to such Work, plus an additional fifteen percent (15%) of that sum for administrative and supervisory costs associated with taking over the Work, plus a sum equal to any reasonably incurred attorneys' fees, expert witness fees, consultant fees, costs and related expenses associated with taking over and completing the Work.

(d) Subcontractor shall not have recourse, directly or indirectly, to the Town of Sahuarita or the Quail Creek Community Facilities District for the payment of any costs.

23. Dispute Resolution.

(a) CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ALL CLAIMS, DEMANDS, ACTIONS, COUNTERCLAIMS AND CROSS-CLAIMS ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS SUBCONTRACT SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

(b) ~~Subcontractor acknowledges that upon conveyance of each house to a retail buyer, Owner issues a "Home Builder's Limited Warranty". Upon request by Contractor or Owner, Subcontractor agrees to participate in any negotiation, arbitration or other dispute resolution proceeding conducted pursuant to the Home Builder's Limited Warranty.~~ *N/A JS [Signature]*

CONTRACTOR'S INITIALS \_\_\_\_\_ SUBCONTRACTOR'S INITIALS \_\_\_\_\_

24. Assignment. Contractor shall have the right to assign its rights and interests under this Subcontract to any public authority, utility company, homeowners association or other person or entity without Subcontractor's consent, and Subcontractor agrees to perform its obligations under this Subcontract (including but not limited to its warranty obligations) for any such assignee. Subcontractor shall not assign or transfer this Subcontract without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment by Subcontractor without Contractor's consent shall be null and void and of no force or effect. Unless Contractor's written consent specifically provides otherwise, all of Subcontractor's duties and obligations hereunder shall be unaffected by any such assignment or transfer. Subcontractor shall not assign part or all of its right to receive payments pursuant to this Subcontract without Contractor's prior written consent, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment of part or all of Subcontractor's right to receive payments hereunder without Contractor's consent shall be null and void and of no force or effect, and the assignee in such case shall acquire no right against Contractor. In the event of any assignment of part or all of Subcontractor's right to receive payments hereunder, the same conditions precedent to Contractor's payment obligations to Subcontractor shall apply.

25. Indemnification. Subcontractor shall indemnify, defend and hold harmless Contractor and Owner, and the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents and trusts (collectively, the "Indemnified Parties") for, from and against any and all obligations, claims, damages, liabilities, liens, costs, charges, penalties, fines, insurance deductibles and self insured retention amounts, settlements, judgments and other losses and expenses suffered or incurred (collectively, the "Claims") resulting in whole or in part from, or arising out of, the performance of, or failure to perform, the Work covered by this Subcontract, or otherwise caused by any act, omission or negligence on the part of Subcontractor or its officers, agents, employees or Sub-subcontractors, whether sustained or asserted before or after completion of the Work or termination of this Subcontract, including but not limited to any and all Claims caused by the contributory negligence of Contractor, Owner or any of the other Indemnified Parties, and any and all Claims arising from the death or injury of an agent or employee of Subcontractor or any of the Indemnified Parties, and any and all Claims arising from damage to the property of Subcontractor or any of the Indemnified Parties, but excluding, with respect to an Indemnified Party any and all Claims caused by the sole negligence or willful misconduct of that Indemnified Party. The indemnifications set forth in this Paragraph shall include reasonable attorneys' fees, expert witness fees, consultant fees, costs and related expenses suffered or incurred by any of the Indemnified Parties in the investigation, defense, settlement or satisfaction of any Claim. Additionally, Subcontractor waives all rights against Contractor, Owner and the other Indemnified Parties for damages caused by fire or other perils (INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE NEGLIGENCE OF OWNER OR ANY OF THE OTHER INDEMNIFIED PARTIES). THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL APPLY WITH RESPECT TO EACH INDEMNIFIED PARTY EVEN IF THE EFFECT IS TO INDEMNIFY AND PROTECT THAT INDEMNIFIED PARTY FROM ITS OWN CONTRIBUTORY NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF OTHER INDEMNIFIED PARTIES. BUT, THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL NOT APPLY TO INDEMNIFY AND PROTECT CONTRACTOR, OWNER OR ANY OTHER INDEMNIFIED PARTY FROM CLAIMS CAUSED BY ITS OWN SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

26. Payments.

(a) Submittal of Invoices and Payment. Invoices shall cover Work performed up to and including the dates specified for "Invoice Field Approval" on the Payment Schedule attached hereto as Exhibit "D" (the "Payment Schedule"). Subcontractor shall submit each invoice for payment to Contractor, with all required lien waivers, by the dates specified for "Invoice Submittal" on the Payment Schedule. Contractor shall pay Subcontractor the amount owing under this Subcontract, less any applicable withholding and retention, for invoices submitted by the applicable Invoice Submittal date by the dates specified as "Payment Dates" on the Payment Schedule, which shall, in all events, be within seven (7) days after Contractor has received the applicable payment from Owner.

(b) Conditions for Payment of Invoices. Contractor's obligation to pay any invoice shall be subject to the following conditions:

- (i) Contractor must have received an invoice consistent with the terms of this Subcontract;
- (ii) Contractor must have received with the invoice a conditional waiver and release on progress payment from Subcontractor and from all Sub-subcontractors (collectively, the "Lien Claimants"), through the last date included in the current invoice, in the form attached hereto as Exhibit "E-1";
- (iii) Contractor must have received with the invoice an unconditional waiver and release from Subcontractor and from all Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor;
- (v) Subcontractor's Work must have progressed to Contractor's complete satisfaction; and
- (vi) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(c) Conditions for Final Payment. Upon final completion of the Work, Subcontractor may submit an invoice for final payment (excluding payment of the retention amount, which is separately addressed in Paragraph 26(g)) to Contractor. Contractor's obligation to pay any invoice for final payment shall be subject to the following conditions:

- (i) Subcontractor's Work must have been completed to Contractor's complete satisfaction and Contractor must have accepted all of the Work pursuant to Paragraph 4;
- (ii) Contractor must have received with the invoice for final payment an unconditional waiver and release from Subcontractor and from all other Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for progress payment for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iii) Contractor must have received with the invoice for final payment a conditional waiver and release for final payment from Subcontractor and from all other Lien Claimants on the form attached hereto as Exhibit "E-3";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor; and
- (v) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(d) Right to Refuse Payment. Contractor may refuse to submit invoices to Owner (or, if invoices are submitted to Owner before Contractor discovers any of the following conditions, Contractor may withhold payments from Subcontractor) to such extent as Contractor deems necessary to protect Contractor from loss as a result of: (i) unsatisfactory job progress; (ii) defective Work or materials not remedied; (iii) disputed Work or materials; (iv) liens or other claims filed or reasonable evidence that a claim will be filed; (v) failure of Subcontractor or a Sub-subcontractor to make timely payments for labor, equipment and materials; (vi) damage to Owner or Contractor caused by Subcontractor or its Sub-subcontractors or their respective employees or agents; (vii) any breach of or Default under this Subcontract by Subcontractor; (viii) satisfaction of any claims by Contractor that are covered by Subcontractor's indemnities contained in this Subcontract; or (ix) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price. Invoices not submitted to Owner for any of the reasons set forth above shall be submitted (and payments withheld from Subcontractor for any of the reasons set forth above shall be paid to Subcontractor) within a reasonable time after the reasons for not submitting the invoices (or the reasons for withholding payment, as applicable) are remedied by Subcontractor. Notwithstanding anything to the contrary herein, Contractor shall have no obligation to pay invoices until all required lien waivers are submitted to Contractor.

(e) Unconditional Lien Waivers After Final Payment. Immediately upon receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims against the Project are released for all of the Work through the date of final completion and that there are no disputed claims. In addition, within fifteen (15) days of Subcontractor's receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment from each Lien Claimant, in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims by Lien Claimants against the Project are released for all of the Work through the date of final completion and that there are no disputed claims.

(f) Withholding. If Contractor refuses to submit invoices to Owner or withholds payments from Subcontractor pursuant to Paragraph 26(d) above, Contractor may withhold an amount equal to Contractor's reasonable estimate of what Contractor expects to incur to correct the items plus an additional ten percent (10%).

(g) Retention. Contractor will deduct ten percent (10%) retention from each progress payment. The retention amount will be payable seven (7) days after the later of the following events, upon submittal of an invoice by Subcontractor: (i) final inspection and acceptance of the Work by Contractor in accordance with Paragraph 4, and (ii) delivery of all required unconditional lien waivers after final payment pursuant to Paragraph 26(e) above.

(h) Payments Do Not Constitute Acceptance. Any payments or any advances made to Subcontractor shall not be evidence of Subcontractor's performance of its obligations under this Subcontract either wholly or in part, and no payment, including final payment, shall be deemed an acceptance of any of the Work.

(i) Joint Checks. Contractor may, at its election and without the consent of Subcontractor, make any payments hereunder jointly to Subcontractor and any of its Sub-subcontractors; provided, however, prior to issuing such joint payments, Contractor shall provide notice to Subcontractor that it intends to issue payments hereunder jointly.

(j) Invoices Submitted After Sixty Days. Any invoices for payment under this Subcontract that are submitted to Contractor after sixty (60) days from completion of the Work will not be accepted by Contractor, and Contractor shall have no obligation to pay such charges.

27. Stop Work. Subcontractor shall not directly or indirectly stop any Work in the event of any claim, controversy or issue (including but not limited to those relating to any disputed invoice for payment, additional compensation or additional time). Subcontractor shall continue performance, under protest, pending resolution of all such claims, controversies, issues or withholdings unless specifically directed otherwise in writing by Contractor. Subcontractor agrees that its failure to continue performance of the Work pending resolution of any controversies, issues or withholdings shall be a "Default" under this Subcontract. If, notwithstanding the foregoing, Subcontractor is entitled to stop performance of the Work as permitted under any applicable Laws, Subcontractor shall provide written notice to Contractor at least three (3) days prior to the date on which Subcontractor intends to stop the Work. Any agreements made as a result of threats by Subcontractor to stop Work shall have no force or effect whatsoever.

28. Payment of Charges. Subcontractor shall pay any and all bills when due for all charges in connection with the Work, and failure to do so shall constitute a Default under this Subcontract. Subcontractor shall not allow any liens, stop notices or other encumbrances to be created or maintained against the Project, or any portions thereof, or any improvements, fixtures or property located therein. Within ten (10) days after demand from Contractor, Subcontractor shall furnish, at Subcontractor's sole cost, all statutory and other bonds necessary to release and discharge the Project, or any portions thereof, from any such liens and to result in the release of funds held in response to any stop notice or bonded stop notice. If Subcontractor fails to pay any or all of the charges associated with the Work as they become due, Contractor shall have the right, but not the obligation, to pay the charges in full or in part for the account of Subcontractor, either subject to Contractor's right of reimbursement from Subcontractor or from any funds Contractor owes to Subcontractor, or both.

29. Cleaning Up. At all times during the course of the Work, Subcontractor, at its cost and expense, shall keep the Work site and surrounding area free from waste materials, debris or rubbish caused by or resulting from the Work. If Subcontractor fails to comply with the foregoing obligation within one (1) business day after receiving notice from Contractor to do so, Contractor may take such actions as Contractor deems reasonably appropriate to cure Subcontractor's failure, and Subcontractor shall be liable for all costs associated with the actions taken by Contractor.

30. Signage on the Work Site. Subcontractor shall not place any building or sign on the Work site without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion.

31. Written Notice. Any and all notices, approvals, payments, consents or other communications required or permitted under this Subcontract shall be deemed to have been received upon actual receipt or three (3) days after deposit in the United States mail, postage prepaid, to the respective parties at the addresses set forth below the parties' signatures herein or to such other addresses as the parties may from time to time designate in writing by notice given in a like manner.

32. Severability. If any term, condition or provision of this Subcontract is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall, to the extent permitted by law, remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

33. No Waiver; Amendment. The waiver by Contractor or Subcontractor of any term or provision of this Subcontract shall not constitute a waiver of any other term, condition or provision of this Subcontract, or the future application of any term, condition or provision of this Subcontract, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Subcontract may only be amended by a written agreement executed by Contractor and Subcontractor.

34. Independent Contractor. Subcontractor is an independent contractor with respect to the Work and is not serving as the employee or agent of Contractor or Owner. Nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Subcontractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and Subcontractor's employees are not, and shall not be deemed to be, employees of Contractor. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party, and nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties.

35. Computation of Periods. All time periods referred to in this Subcontract shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Subcontract falls on a Saturday, Sunday or a holiday observed by the State of Arizona, the act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or holiday observed by the State of Arizona.

36. Entire Agreement.

(a) This Subcontract, when duly signed by Contractor and Subcontractor, shall bind, and inure to the benefit of, Contractor and Subcontractor, their heirs, personal representatives, successors and permitted assigns, as of the date first above written. This Subcontract (including the exhibits and addenda attached hereto) constitutes the entire agreement between Contractor and Subcontractor with respect to the Work, and supercedes and cancels all previous understandings or agreements between Contractor and Subcontractor with respect to the Work, whether written, oral or implied.

(b) The following addenda, exhibits and attachments are incorporated in this Subcontract as though fully set forth herein, including but not limited to any addenda, exhibits and attachments that are not referenced elsewhere in this Subcontract. The following is a list of exhibits and addenda attached hereto:

Exhibit "A"	List of Plans and Specifications
Exhibit "B"	Subcontract Price
Exhibit "C"	Progress Schedule
Exhibit "D"	Payment Schedule
Exhibit "E-1"	Form of Progress Payment Conditional Lien Waiver
Exhibit "E-2"	Form of Progress Payment Unconditional Lien Waiver
Exhibit "E-3"	Form of Final Payment Conditional Lien Waiver
Exhibit "E-4"	Form of Final Payment Unconditional Lien Waiver
Exhibit "F"	Bid and Construction Requirements Letter
Addendum "1"	Insurance Requirements
	Bid Proposal
	Tax Exempt Certificate

In the event of any inconsistency between the numbered paragraphs of this Subcontract and the exhibits and addenda to this Subcontract, the provisions of the exhibits and addenda shall prevail.

37. Termination.

(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "1"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare of persons or property; or (iii) Subcontractor abandons the Work in violation of Paragraph 27 of this Subcontract. Any such termination shall be effective immediately or upon such later date as is specified in the notice. With respect to any other Default, Contractor shall have the right to terminate this Subcontract if, within two (2) days after Contractor delivers a written notice to Subcontractor specifying a Default by Subcontractor under this Subcontract, Subcontractor fails to cure the specified Default to Contractor's satisfaction.

(b) Without Cause. In addition to Contractor's right to terminate this Subcontract for cause, Contractor shall have the right to terminate this Subcontract without cause and for any reason upon at least seven (7) days prior written notice to Subcontractor. Upon termination, Contractor shall take possession of all Work in progress, including all materials and related equipment at the Work site or in transit, and Subcontractor shall assign to Contractor all subcontracts and purchase orders requested by Contractor. Upon receipt of a notice of termination, Subcontractor shall stop all Work on the date specified in the notice, and use its best efforts to minimize the costs of terminating the Work. In the event of any such termination (other than a termination as a result of a Default by Subcontractor), Contractor shall pay Subcontractor the pro rata portion of the Subcontract Price that Contractor in good faith determines is reasonably allocable to the Work performed prior to the date of termination, plus any bona fide additional costs reasonably incurred by Subcontractor in good faith prior to the date of termination.

\*The words "related equipment" excludes subcontractors equipment of any kind.

38. Represented by Counsel. Subcontractor has had the opportunity to review, understand and negotiate this Subcontract and to be represented by its own independent legal counsel with respect to the same.

39. Headings and Capitalized Terms. The headings and capitalized terms contained in this Subcontract are for convenience of reference only and shall not, in any way, limit or otherwise affect the meaning or interpretation of this Subcontract.

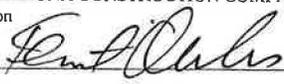
40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.

41. Counterparts. This Subcontract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one contract. A signed facsimile copy of this Subcontract shall have the same, binding effect as a signed original.

42. Time is of the Essence. TIME AND FAITHFUL PERFORMANCE OF ALL PROVISIONS HEREOF ARE OF THE ESSENCE OF THIS CONTRACT.

CONTRACTOR

ROBSON RANCH ARIZONA CONSTRUCTION COMPANY,  
an Arizona corporation

By: 

Its: VicePresident, Land Development

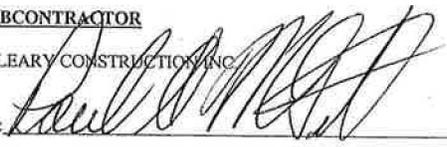
Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 520-895-0799

Contact: Tom Fetterly @ Quail Creek  
520-393-5810

SUBCONTRACTOR

O'LEARY CONSTRUCTION INC.

By: 

Its: Vice President

Address: 3262 E 44<sup>th</sup> Street

Phone: 520-798-3220

Contact: Paul McGill-

License # 088917A

Exhibit "A"

Plans By B & R Engineering

1. Preliminary Quail Creek Community Facilities Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans, Job 980021, date of 7/06.

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348014	Ret	1730	2105	\$	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$	-	\$	-	\$
	Ret			\$	Manholes	16	Ea	\$ 2,100.00	\$ 33,600.00	0	\$	-	\$	-	\$
	Ret			\$	8" Main	3381	LF	\$ 30.85	\$ 103,453.35	0	\$	-	\$	-	\$
	Ret			\$	10" Dip	204	LF	\$ 34.50	\$ 7,038.00	0	\$	-	\$	-	\$
	Ret			\$	Street R & R, Traffic Control	1	LF	\$ 74.50	\$ 74.50	0	\$	-	\$	-	\$
	Ret			\$	Boring	100	LF	\$ 5,200.00	\$ 520,000.00	0	\$	-	\$	-	\$
	Ret			\$	Testing	1	LF	\$ 588.25	\$ 588.25	0	\$	-	\$	-	\$
	Ret			\$	Stabilized Sewer Access	2310	LS	\$ 2,500.00	\$ 5,775,000.00	0	\$	-	\$	-	\$
	Ret			\$	Sewer Retention Paid	-10%	Sq Yd	\$ 8.85	\$ 20,443.50	0	\$	-	\$	-	\$
	Ret			\$	18" HDPE	600	LF	\$ 38.05	\$ 22,830.00	0	\$	-	\$	-	\$
	Ret			\$	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00	0	\$	-	\$	-	\$
	Ret			\$	36" RCP Pipe CL 4	210	LF	\$ 66.19	\$ 13,899.90	0	\$	-	\$	-	\$
	Ret			\$	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	0	\$	-	\$	-	\$
	Ret			\$	Handrail	281	LF	\$ 30.00	\$ 8,430.00	0	\$	-	\$	-	\$
	Ret			\$	Catch Basins	7	Ea	\$ 7,700.00	\$ 53,900.00	0	\$	-	\$	-	\$
	Ret			\$	Box Culvert	1	EA	\$ 89,350.00	\$ 89,350.00	0	\$	-	\$	-	\$
	Ret			\$	Drain Retention Held	-10%		\$ 229,249.90	\$	-	\$	-	\$	-	\$
	Ret			\$	Drain Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00	0	\$	-	\$	-	\$
	Ret			\$	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00	0	\$	-	\$	-	\$
	Ret			\$	Tax Exempt Item #1	210	LF	\$ 44.81	\$ 9,410.10	0	\$	-	\$	-	\$
	Ret			\$	36" RCP Pipe CL 4	-10%		\$ 25,430.10	\$	-	\$	-	\$	-	\$
	Ret			\$	Drain Retention Held				\$	-	\$	-	\$	-	\$
	Ret			\$	Drain Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Held	-10%		\$	\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Held	-10%		\$	\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Held	-10%		\$	\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Held	-10%		\$	\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Paid				\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Held	-10%		\$	\$	-	\$	-	\$	-	\$
	Ret			\$	Retention Paid				\$	-	\$	-	\$	-	\$

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
	Ret			\$	Original Contract			\$	\$ 528,940.35		\$		\$		\$
	Ret			\$	Change Orders			\$	\$		\$		\$		\$
	Ret			\$	Revised Contract			\$	\$ 528,940.35		\$		\$		\$
	Ret			\$	Billing Total			\$	\$		\$		\$		\$
	Ret			\$	Retention			\$	\$		\$		\$		\$
	Ret			\$	Invoice Total			\$	\$		\$		\$		\$

**EXHIBIT "C"**

**PROGRESS SCHEDULE**

The Work shall begin no later than February 15, 2007, or when Sewer is approved, and shall be completed no later than May 1, 2007.

**Exhibit "D"**

**Land Development  
CONTRACTOR PAY SCHEDULE FOR 2007**

<b>WORK COMPLETED THROUGH</b>	<b>INVOICES RECEIVED BY</b>	<b>CHECKS AVAILABLE BY</b>
<b>GL DATE</b>		
1/31/2007	2/6/2007	2/22/2007
2/28/2007	3/6/2007	3/19/2007
3/31/2007	4/5/2007	4/23/2007
4/30/2007	5/4/2007	5/21/2007
5/31/2007	6/6/2007	6/18/2007
6/30/2007	7/6/2007	7/23/2007
7/31/2007	8/6/2007	8/20/2007
8/31/2007	9/6/2007	9/24/2007
9/30/2007	10/4/2007	10/22/2007
10/31/2007	11/6/2007	11/19/2007
11/30/2007	12/6/2007	12/17/2007
12/31/2007	1/7/2008	1/21/2008

EXHIBIT "E-1"

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No.: \_\_\_\_\_

On receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of the check)  
in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check) (Payee or Payees of check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Contractor) (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to \_\_\_\_\_ through \_\_\_\_\_ only and does not  
(Person with whom undersigned contracted) (Date)  
cover retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

EXHIBIT "E-2"

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for all labor, services,  
equipment or material furnished to the job site or to \_\_\_\_\_ on the job of \_\_\_\_\_  
(Contractor) (Contractor)  
located at \_\_\_\_\_ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,  
(Job Description)

any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's  
position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor,  
services, equipment or materials furnished to the job site or to \_\_\_\_\_ through \_\_\_\_\_  
(Person with whom undersigned contracted) (Date)

only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full  
all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project  
up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)  
BY \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

EXHIBIT "E-3"

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

On receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_  
(Maker of Check) (Amount of Check)

payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this  
(Payee or Payees of Check)

document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position the undersigned has

on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Contractor) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job site or to \_\_\_\_\_  
(Person with whom undersigned contracted) except for disputed claims in the amount of \$ \_\_\_\_\_

Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

EXHIBIT "E-4"

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Pursuant to A.R.S. § 33-1008)

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

The Undersigned has been paid in full for all labor, services, equipment or material furnished to the job site or to

\_\_\_\_\_ on the job of \_\_\_\_\_  
(Person with whom undersigned contracted) (Contractor)

located at \_\_\_\_\_ and does hereby waive and release  
(Job Description)

any right to Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except

for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Ave. Phase 2**

**General:**

1. Address all bids to: **Robson Ranch Arizona Construction Company  
2175 E. Quail Crossing Blvd.  
Green Valley, AZ 85614**
2. Include in each bid package the PROJECTED TIME for COMPLETION of EACH SEGMENT of CONSTRUCTION.
3. Prices on Bids/Contracts to remain FIRM Through Completion.
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items", "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the subcontractor.
13. Subcontractor shall not backfill trenches until the Contractor's engineer has obtained as-builts in the areas such as, but not limited to, street crossings, other conflict areas and/or any requirements of the governing agencies.
14. Copies of all bonds, to be provided as part of bid, will be held by owner together with name and address of bond agent.
15. Provide numbers of all applicable government licenses necessary for this project.
16. The Subcontractor's Federal Employer Identification Number or Social Security Number, for all unincorporated contractors, must be on file with the Contractor's office.

**General "Grading" Specifications:**

1. Include all demolition, clearing and grubbing in bids. Include any required haul off. No debris is to be left on site.
2. Adhere to all grading requirements from soils engineer.
3. Include quantities for Cut & Fill. If applicable, include quantities for Import/Export.

Subcontractor's Initials: 

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Ave. Phase 2**

4. Subcontractor is responsible to notify and order all compaction tests required by soils engineer.
5. All grades will be constructed to either Plan Grade or any Approved Grade Changes. All Perimeter Grading is to include Dress Up. All lots are to be built minimum 1 foot beyond property line.
6. All compaction tests must pass and be verified before final payment will be made.
7. All building pads should be constructed to plus or minus one tenth of a foot (+/- 0.10') and in accordance with soils engineer's requirements. All pads must slope .25' and drain to the front.

**General "Drainage" Specifications:**

1. Bid all inlets, structures, piping, headwalls, handrail, etc., as shown on plans.

**General "Sewer" Specifications:**

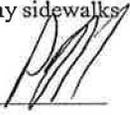
1. Bid all sewer as shown on plans.
2. All services will be marked by a #9 wire marker buried at the end of each service. The end of the wire shall be looped and flagged above grade.
3. All sewer services will be extended at least one (1) foot beyond the easement into the lots or as otherwise specified on plans.
4. Include all repainting, etc.... as required by any governing agency.
5. All trenches will be compacted per requirements to avoid later settlement. Within the Street Right of Way, trenches must meet governing agencies and/or soils engineer's compaction requirements.
6. Subcontractors shall notify the Contractor when sewer and water laterals have been installed such that the surveyor may take "As-Built" field measurements.
7. Water valves and sewer cleanouts/manholes shall be adjusted to finish grade whether or not they are in the pavement area they are in the pavement area.

**Underground "Utility" Trenching Specifications:**

1. Bid all trenching as shown on plans.
2. Bids will include Trenching, Shading, Backfilling, Settling and Dress-Up.
3. Bids will include Conduit, Pull Boxes, Basements, Ect., if applicable.
4. All construction will follow Gas, Electric, Telephone and Cable TV Company specifications and plans.
4. Bids will include: a Breakdown of Items, Quantities and Unit Costs.
6. All trenches will be compacted per requirements to avoid later settlement. Trenches must meet governing agency's and/or soils engineer's compaction requirements.

**General "Concrete" Specifications:**

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks or mail box slabs.

Subcontractor's Initials: 

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Ave. Phase 2**

2. Include all removals and haul-offs in bids.
3. All clean-up will be completed before final city inspection.
4. Right of Way and Curb Grading is to be included in bid and will be completed to the satisfaction of the owner's representative.
5. Subcontractor will be responsible for making sure no damage was created to the sewer, water or utility system during this phase of construction. This includes dirt in sewer lines.
6. Subcontractor is responsible to reset any sewer or water marker locations disturbed during this phase of construction.
7. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.
8. All valley gutters to be poured at 4,000 psi with fibermesh.

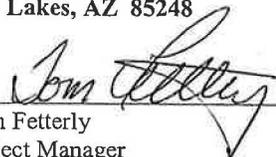
**Miscellaneous:**

1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

Construction to begin approximately: 2/15/07

Should you have any questions, please call me @ 520-393-5816

Contractor:  
**Robson Ranch Arizona Construction Co.**  
9532 E. Riggs Road  
Sun Lakes, AZ 85248

By:   
Tom Fetterly  
Project Manager  
Robson Ranch Arizona Construction Co.

Subcontractor:  
**O'Leary Const. Inc.**  
3262 E. 44<sup>th</sup> St.  
Tucson, AZ 85713

By:   
Paul McGill  
Vice President  
O'Leary Const. Inc.

Subcontractor's Initials: 

## ADDENDUM "1"

### INSURANCE REQUIREMENTS OF SUBCONTRACTOR

(for use with Subcontractors Not enrolled in the Wrap-up Program)

Prior to commencing work for Contractor and throughout the subcontract period, Subcontractor shall comply with all of the following insurance requirements. Subcontractor shall cause all Sub-subcontractors it uses in performance of the Work to comply with these requirements as well:

1. Subcontractor and each Sub-subcontractor must provide Contractor with Certificates of Insurance evidencing the following minimum coverages and limits:

- a. Commercial General Liability Insurance  
\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 General Aggregate

The CGL Insurance must include contractual liability insurance applicable to the subcontract or sub-subcontract agreement and must contain no explosion, collapse or underground work exclusions.

- b. Automobile Liability Insurance  
\$1,000,000 C.S.L. Each Accident

Auto Liability Insurance must cover all owned, non-owned and hired autos.

- c. Worker's Compensation and Employer's Liability Insurance  
This coverage shall extend to the Workers' Compensation laws of any state, district or territory of the United States in which the Work is situated. Workers' Compensation Insurance shall have limits of not less than the statutory limits for any one occurrence and employer's liability insurance shall have limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.

2. Each Certificate of Insurance shall provide Contractor as certificate holder with not less than thirty (30) days advance written notice in the event of any cancellation, non-renewal or material change in the policy limits, terms or conditions.
3. Each Certificate of Insurance issued on the Subcontractor's and Sub-subcontractor's General Liability policies must be accompanied by a copy of an endorsement issued by the insurer verifying that:
  - a. Contractor, Robson Communities, Inc., and their respective subsidiaries, affiliates, employees and agents are included as additional insureds.
  - b. The insurance provided by the Subcontractor and Sub-subcontractor to the above additional insureds constitutes primary coverage with respect to any other insurance that those additional insureds may have available to them.
4. All non-governmental insurers by the Subcontractor and Sub-subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.

**Proposal**

**O'LEARY CONSTRUCTION, INC.**

3262 EAST 44TH STREET  
 TUCSON, ARIZONA 85713-5243  
 (520) 798-3220 / FAX: (520) 798-0740  
 LIC. # 088917 A

PROPOSAL SUBMITTED TO <b>Robson Ranch Quail Creek LLC</b>		PHONE <b>393-5800</b>	DATE <b>01/02/07</b>
STREET <b>2175 Quail Crossing Blvd.</b>		JOB NAME <b>Campbell Avenue - Phase II</b>	
CITY, STATE AND ZIP CODE <b>Green Valley, AZ 85614</b>		JOB LOCATION <b>Quail Crossing Blvd &amp; Campbell Ave</b>	
<b>Tom Fetterly</b>	<b>Fax 393-5809</b>		

**INCLUDES:**

**SITE SEWER**

Mobilization	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 274,260.35
Manholes	16 ea	\$ 2,100.00	\$ 33,600.00	
8" Main	611 lf	\$ 30.85	\$ 18,849.35	
10" Main	3,381 lf	\$ 34.50	\$ 116,644.50	
10" DIP	204 lf	\$ 74.50	\$ 15,198.00	
Street cut patch, traffic control	Lump Sum	\$ 5,200.00	\$ 5,200.00	
Boring	100 lf	\$ 588.25	\$ 58,825.00	
Testing	Lump Sum	\$ 2,500.00	\$ 2,500.00	
Stabilized sewer access	2,310 sq yd	\$ 8.85	\$ 20,443.50	

**DRAIN PIPING**

18" HDPE	600 lf	\$ 49.75	\$ 29,850.00	\$ 254,680.00
24" HDPE	500 lf	\$ 62.10	\$ 31,050.00	
36" RCP CL IV	210 lf	\$ 111.00	\$ 23,310.00	
Headwalls	2 ea	\$ 9,395.00	\$ 18,790.00	
Handrail	281 lf	\$ 30.00	\$ 8,430.00	
Catch basins	7 ea	\$ 7,700.00	\$ 53,900.00	
Box culvert	1 ea	\$ 89,350.00	\$ 89,350.00	

**BASE BID: \$528,940.35**

Please Initial:   
 O'LEARY

Please Initial: \_\_\_\_\_  
 ROBSON

**EXCLUSIONS:**

- |   |  |
|---|--|
| 1) Bond (available upon request)  | 13) After cut compaction   |
| 2) Tax  | 14) Bridges, excavation for, backfill of & any related work  |
| 3) Permits & Fees (See Clauses)   | 15) Asbuilts   |
| 4) Surveying  | 16) More than one mob per each phase of work (4 mobs)  |
| 5) Testing  | 17) Handling hazardous material or waste   |
| 6) Structural ex or backfill of other subs work   | 18) Handling unforeseen conditions or obstructions   |
| 7) Fine or landscape grading  | 19) Handling items to be salvaged  |
| 8) Hydro-seeding/Re-vegetation  | 20) Handling other subs spoil, debris or patching  |
| 9) Barbed wire fence & gates  | 21) Any re-grading after initial earthwork   |
| 10) Import, export or handling thereof  | 22) Relocation of existing utility lines or conflicts with   |
| 11) Storm water pollution prevention installation, Maintenance & inspection (See Clauses) | 23) Any work on sheets not specifically mentioned in the proposal even if referred to in plans & specs |
| 12) Shoring or bracing existing utilities   | 24) Any items not specifically mentioned in inclusions   |

**CLAUSES:**

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. re-services the right to perform test excavation before acceptance of this proposal if so desired.
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) Any potential back-charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before execution of said work by others.
- 6) Stockpile excess material generated from work on-site.
- 7) Soils report not available at time of bid.
- 8) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 9) If at time of construction, material & fuel costs increase due to the volatile markets, such increases will be added to the contract value, plus 10%.
- 10) All onsite materials useable in fills without screening, sizing or blending.
- 11) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 12) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 13) Proposal based on Public Roadway & Sewer Plan Only.
- 14) Any cost to purchase construction water source material will be extra, invoiced at direct cost, no markup

**TERMS**

Invoiced on the 25<sup>th</sup> projected to the 30<sup>th</sup>, due in 30 days.

**RETENTION:**

- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.

The Proposer hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

**Five Hundred Twenty Eight Thousand Nine Hundred Forty Dollars 35 Cents** (\$ **528,940.35**)

Payment to be made as follows:

**Invoiced on the 25<sup>th</sup> projected to the 30<sup>th</sup>, due in 30 days.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. Upon signing, this proposal becomes contractual. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please initial and complete one of the following:

I understand that by executing this certificate to O'Leary Construction, Inc. I declare that I am the prime contractor on the above mentioned project pursuant to ASR#42-1310-16D. Under law, by this declaration, I assume all liability for any and all transaction privilege tax due on such contracting activity.

Transaction Privilege Lic. # \_\_\_\_\_

Taxpayer I.D. # \_\_\_\_\_

AZ Contractor's Lic. # \_\_\_\_\_

OR:

I am the owner and/or do not have a Transaction Privilege License. Please add tax at time of billing.

Total cost including tax \$ \_\_\_\_\_

**O'LEARY CONSTRUCTION, INC.**

3262 E. 44TH STREET  
TUCSON, AZ 85713  
(520) 798-3220 FAX (520) 798-0740  
LICENSE #088917 A

January 2, 2007

Tom Fetterly  
Robson Ranch Quail Creek, LLC  
2175 Quail Crossing Blvd.  
Green Valley, AZ 85614

Re: Campbell Ave - Phase II

Dear Tom:

As you requested the following is the cost of pipe material and labor split into separate categories for Drainage Pipe.

<u>Item</u>	<u>Labor &amp; Equip.</u>	<u>Pipe Material</u>	<u>Total</u>
36" RCP	\$ 86.19	\$ 44.81	\$ 111.00/ft
18" HDPE	\$ 38.05	\$ 11.70	\$ 49.75/ft
24" HDPE	\$ 44.10	\$ 18.00	\$ 62.10/ft

Call me if you have any questions.

Sincerely,  
O'LEARY CONSTRUCTION, INC.



Paul McGill  
Vice President

PM/gw



**Arizona Department of Revenue  
Prime Contractor's Certificate**

**ARIZONA FORM  
5005**

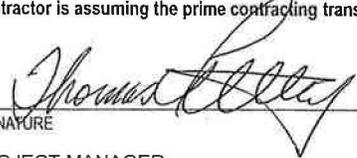
The purpose of this form is to provide a subcontractor with the validation required for tax exemption of a particular project, for a period of time, or until revoked. This certificate establishes responsibility for the transaction privilege tax; therefore, it must be completed by the prime contractor assuming the contracting transaction privilege tax liability for the contracting project(s). The asterisked (\*) items must be completed, otherwise the certificate is not valid. The Department may disregard this certificate pursuant to ARS § 42-5075.E if the certificate is incomplete or erroneous. If disregarded, the entity accepting the certificate (subcontractor) will have the burden of proving (pursuant to ARS § 42-5075.D), that it is not subject to transaction privilege tax as a taxable prime contractor.

<b>A. Prime Contractor</b>	
* NAME: ROBSON RANCH ARIZONA CONST. CO.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 904 N. QUAIL VIEW LOOP	10186758-N
GREEN VALLEY, AZ. 85614	AZ Contractor License #: 190585A
	Telephone #: 520-393-5816

<b>B. Subcontractor</b>	
* NAME: O'LEARY CONSTRUCTION INC.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 3262 E. 44th STREET	
TUCSON, AZ. 85713-5243	AZ Contractor License #: 088917A
	Telephone #:

<b>C. Type of Certificate (check one and provide requested information)</b>		
<input type="checkbox"/> Single Project Certificate  PROJECT DESCRIPTION  <hr/> <hr/> <hr/> <hr/> <hr/> <p align="center">** (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)</p>	OR	<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).
		<input type="checkbox"/> Period From: _____ Through: _____
		<input checked="" type="checkbox"/> Until revoked
		<input type="checkbox"/> Specific Exceptions: _____ _____
		_____

I hereby certify that I have authority to sign this Certificate on behalf of Prime Contractor. I understand that by executing this Certificate, Prime Contractor is assuming the prime contracting transaction privilege tax liability applicable to the above referenced project(s).

  
 \_\_\_\_\_  
 SIGNATURE  
 PROJECT MANAGER  
 \_\_\_\_\_  
 TITLE

THOMAS FETTERLY  
 \_\_\_\_\_  
 PRINT NAME  
 1/2/2007  
 \_\_\_\_\_  
 DATE SIGNED

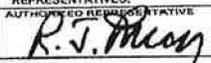
<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID HS OLEAR-2	DATE (MM/DD/YYYY) 01/04/07
PRODUCER Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713		INSURERS AFFORDING COVERAGE INSURER A: <b>USF INSURANCE CO</b> INSURER B: <b>Colorado Casualty Ins Co</b> INSURER C: <b>FEDERAL INSURANCE COMPANY</b> INSURER D: INSURER E:	NAIC #  20281

**COVERAGES**

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

INSR LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
C		Scheduled Equip	6635645	09/01/06	09/01/07	Sched Lim
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Repl Cost Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 - See attached addendum -  
 RE: Campbell Ave-CFD-Phase II-Site Sewer/Drain Piping  
 \*Except 10 days notice of cancellation for non-payment of premium\*  
 THIS CERTIFICATE REVISES/REPLACES PREVIOUS CERTIFICATE OF 11/10/06

CERTIFICATE HOLDER  ROBSON-6  Robson Ranch Quail Creek LLC 2175 E Quail Crossing Blvd Green Valley AZ 85614	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD

ADDRESS: 10380 S

CLIENT: 2

PAGE: 3

DATE: 08/14/07

Certificate Holder and Quail Creek Community Facilities District, 725 W  
Via Rancho Sahuarita, Bldg #3, Sahuarita, AZ 85629 and the Town of  
Sahuarita, PO Box 879, Sahuarita, AZ 85629 are named Additional Insured to  
General Liability coverage if required by written contract, subject to all  
policy terms, conditions, definitions & exclusions.  
RE: Campbell Ave-CFD-Phase II-Site Sewer/Drain Piping.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS  
OLEAR-2

DATE (MM/DD/YYYY)  
02/09/07

<b>PRODUCER</b> Lovitt & Touche' Inc - Tucson P.O. Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>USF INSURANCE CO</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>Colorado Casualty Ins Co</b></td> <td></td> </tr> <tr> <td>INSURER C: <b>FEDERAL INSURANCE COMPANY</b></td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>USF INSURANCE CO</b>		INSURER B: <b>Colorado Casualty Ins Co</b>		INSURER C: <b>FEDERAL INSURANCE COMPANY</b>	20281	INSURER D:		INSURER E:	
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INSURER C: <b>FEDERAL INSURANCE COMPANY</b>	20281												
INSURER D:													
INSURER E:													

## COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	X	<b>AUTOMOBILE LIABILITY</b>	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$	
		<input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07	PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE	\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$
		<input type="checkbox"/> Scheduled Equip <input type="checkbox"/> Leased/Rented Eqpt	6635645 6635645	09/01/06 09/01/06	09/01/07 09/01/07	Sched Lim	Repl Cost
						Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

- See attached addendum -

RE: Job #1702, Campbell Ave- Phase II; Quail Crossing Blvd & Campbell Ave.

\*Except 10 days notice of cancellation for non-payment of premium\*

## CERTIFICATE HOLDER

**ROBSO-2**

Robson Ranch Quail Creek LLC  
 2175 E Quail Crossing Blvd.  
 Green Valley, AZ 85614

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*R.J. Meany*

RECEIVED FEB 12 2007

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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**NOTEPAD:**

HOLDER CODE	ROBSO-2	CLEAR-2	PAGE 3
INSURED'S NAME	O. Deary Construction, Inc.	OP ID HS	DATE 02/09/07

Certificate Holder and Town of Sahuarita, Box 879, Sahuarita, AZ 85629 and Quail Creek Community Facilities District, 725 W Via Rancho Sahuarita, P.O. Box #3, Sahuarita, AZ 85629 are named Additional Insured to General Liability coverage, if required by written contract, subject to all policy terms, conditions, definitions and exclusions. RE: Job #1702, Campbell Ave-Phase II; Quail Crossing Blvd & Campbell Ave.

**RECEIVED FEB 12 2007**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS  
OLEAR-2

DATE (MM/DD/YYYY)  
01/04/07

<b>PRODUCER</b>  Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>USF INSURANCE CO</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>Colorado Casualty Ins Co</b></td> <td></td> </tr> <tr> <td>INSURER C: <b>FEDERAL INSURANCE COMPANY</b></td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>USF INSURANCE CO</b>		INSURER B: <b>Colorado Casualty Ins Co</b>		INSURER C: <b>FEDERAL INSURANCE COMPANY</b>	20281	INSURER D:		INSURER E:	
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A	X	<b>GENERAL LIABILITY</b>	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
B	X	<b>AUTOMOBILE LIABILITY</b>	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07		
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C		<b>Scheduled Equip</b>	6635645	09/01/06	09/01/07	Sched Lim	Repl Cost
C		<b>Leased/Rented Eqpt</b>	6635645	09/01/06	09/01/07	Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

- See attached addendum -

RE: Campbell Ave-CFD-Phase II-Site Sewer/Drain Piping

\*Except 10 days notice of cancellation for non-payment of premium\*

THIS CERTIFICATE REVISES/REPLACES PREVIOUS CERTIFICATE OF 11/10/06

## CERTIFICATE HOLDER

ROBSO-6

Robson Ranch Quail Creek LLC  
 2175 E Quail Crossing Blvd  
 Green Valley AZ 85614

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*R.J. Meun*

## **IMPORTANT**

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**NOTEPAD**

HOLDER CODE: 00890-6

OLIMP 2

PAGE 3

Certificate Holder and Quail Creek Community Facilities District, 725 W Via Rancho Sahuarita, Bldg #3, Sahuarita, AZ 85629 and the Town of Sahuarita, PO Box 879, Sahuarita, AZ 85629 are named Additional Insured to General Liability coverage if required by written contract, subject to all policy terms, conditions, definitions & exclusions.

RE: Campbell Ave-CFD-Phase II-Site Sewer/Drain Piping.



## Certificate of Insurance

**Certificate Mailed To:**

ROBSON RANCH AZ CONST CO  
2175 E QUAIL CROSSING BL  
GREEN VALLEY AZ 85614

**Name of Insured:**

O'LEARY CONSTRUCTION INC  
3262 E 44th St  
Tucson AZ 85713

Date Issued: 02/13/2007  
Certificate Number: 46  
Policy Number: 138085  
Origin Date: 09/23/1982  
Expiration Date: 10/01/2007  
Liability Limits: 1000/1000/1000  
(000 Omitted)

**Proof of Coverage**

Grading at Campbell Avenue Phase II

**Job Number:****Location:**

Should the above policy be canceled by the State Compensation Fund before the expiration date thereof, the State Compensation Fund will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the State Compensation Fund.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

Robson Ranch AZ Const Co  
2175 E Quail Crossing Bl  
Green Valley AZ 85614

Authorized Representative

**RECEIVED FEB 15 2007**



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**Certificate Issued To:**

Robson Ranch AZ Const Co  
2175 E Quail Crossing Bl  
Green Valley AZ 85614

Authorized Representative



January 11, 2007  
GRC Project Number: 4952-003

Robson Ranch Quail Creek, LLC.  
2175 East Quail Crossing Boulevard  
Green Valley, Arizona 85614

Attention: Mr. Tom Fetterly

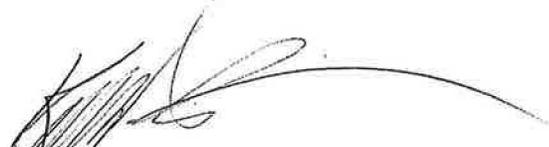
**Re: Transmittal of Field Density Test Summary**  
Campbell Avenue at Quail Creek  
Sahaurita, Arizona

Dear Mr. Fetterly:

This letter serves to transmit a summary of field density test results for tests that were conducted between November 22 and December 22, 2006, by Geo/Resource Consultants, Inc. (GRC) for the above-referenced project. A report summarizing our geotechnical services and conclusions will be prepared upon completion of the project.

If you have any questions, please feel free to contact this office.

Sincerely,  
**GRC Consultants, Inc.**



Kenneth Karaba, R.G.  
Branch Manager

Attachments

KK:mg

348017

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek      Project Number: 4952-003

LIST OF FOOTNOTES

- 1) Number designation of test. "RT" = Retest with number designation of test not meeting compaction specifications.
- 2) Abbreviations:      OG: Original Ground      F: Fill
- 3) Location: Approximate from field markers corresponding to a set of plans titled "Quail Creek Community Facilities District Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans", prepared by B & R Engineering, Inc., dated October 5, 2006.
- 4) Elevation: Above Mean Sea Level; approximately determined in the field from grade stakes corresponding to the above-referenced plans.
- 5) Maximum Dry Density: Determined for representative samples in the laboratory according to ASTM D-698 (Standard Proctor) test methods. Maximum dry density values verified in the field using one-point tests.
- 6) Corrected Maximum Dry Density: Rock correction applied to maximum dry density (in the field as required) according to AASHTO T-224 or, ARIZ227b or equivalent.
- 7) SC: Sand cone in-place field density measurement performed according to ASTM D-1556-78 test method.

GRC Consultants, Inc.

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact.	Remarks	Date of Test
				(7)			(5)	(6)			
1	OG		Campbell Avenue Sta 67+20	2808	8.8	102	123	123	83	SC	11-22-06
RT1	OG		Campbell Avenue Sta 67+20	2808	9.2	128	123	123	100+	SC	11-27-06
2	OG		Campbell Avenue 70+20	2805	10.4	130	123	123	100+	SC	11-22-06
3	OG		Campbell Avenue Sta 32+10	2786	8.2	129	123	123	100+	SC	12-5-06
4	OG		Campbell Avenue Sta 35+20	2788	9.7	124	123	123	100+	SC	12-5-06
5	OG		Campbell Avenue Sta 44+00	2791	8.8	120	123	123	98	SC	12-6-06
6	OG		Campbell Avenue Sta 47+50	2792	9.2	123	123	123	100	SC	12-7-06
7	F		Campbell Avenue Sta 71+00	2806	7.6	125	123	123	100+	SC	12-13-06
8	F		Campbell Avenue Sta 32+80	2787	9.4	135	123	123	100+	SC	12-18-06

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)		
Test	Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks	Date of Test
9	F Campbell Avenue Sta 32+20	2788	9.0	132	123	123	100+	SC	12-18-06
10	F Campbell Avenue Sta 31+80	2789	9.7	131	123	123	100+	SC	12-18-06
11	F Campbell Avenue Sta 31+80	2791	9.2	131	123	123	100+	SC	12-19-06
12	F Campbell Avenue Sta 32+20	2790	8.8	128	123	123	100+	SC	12-19-06
13	F Campbell Avenue Sta 36+50	2790	9.9	133	123	123	100+	SC	12-22-06
14	F Campbell Avenue Sta 37+00	2790	9.2	124	123	123	100+	SC	12-22-06
15	F Campbell Avenue Sta 37+50	2789	10.2	129	123	123	100+	SC	12-22-06

SUMMARY OF PROCTOR VALUES

Project: Campbell Avenue at Quail Creek      Project Number: 4952-003

Source	Description	Optimum Moisture (percent)	Maximum Dry Density (pcf)*
On-Site	Brown Silty SAND with Gravel	10.2	123

\* Determined in accordance with ASTM D-698-91 Method C.