

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue Bridges

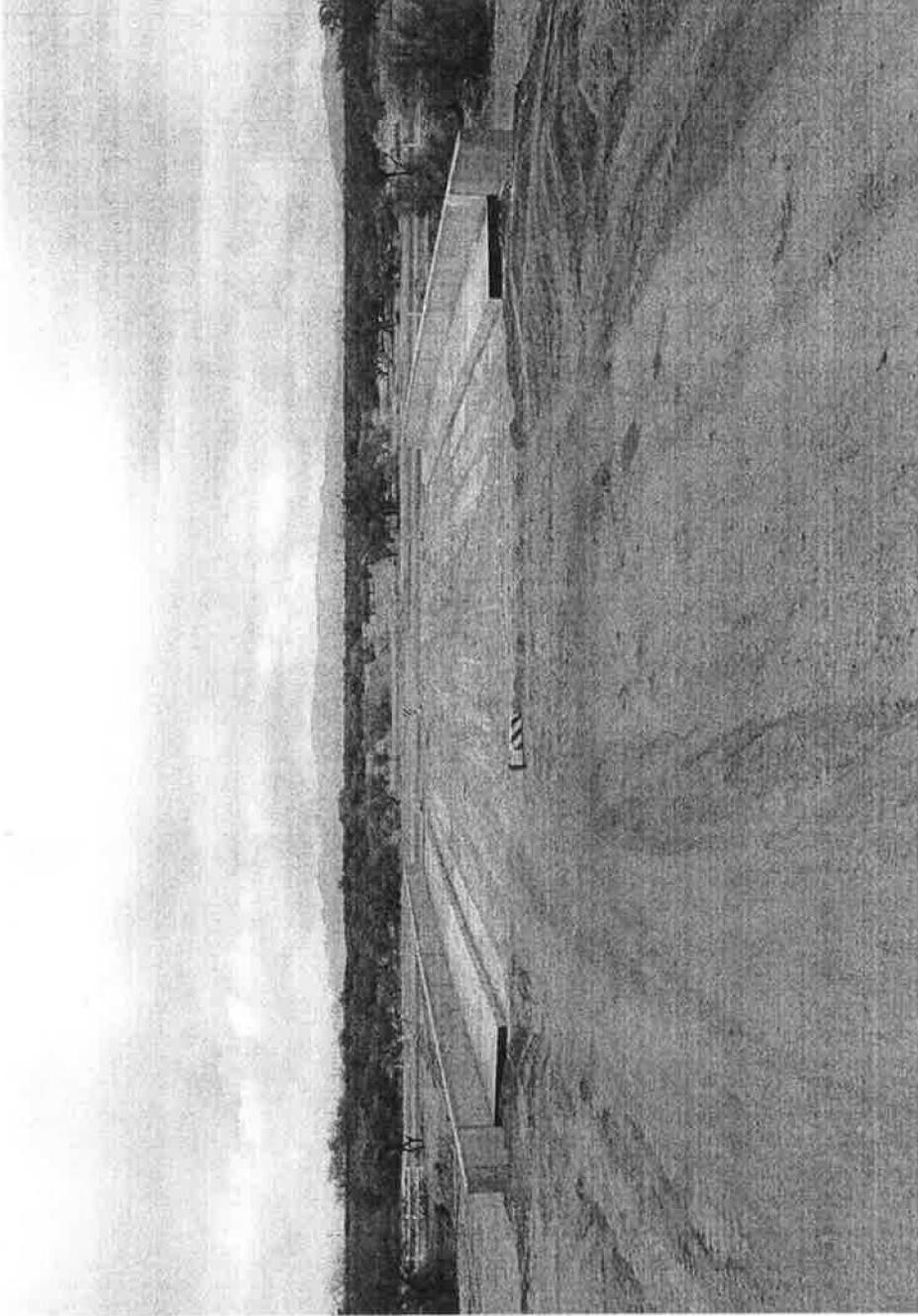
CFD ID # 2

DESCRIPTION

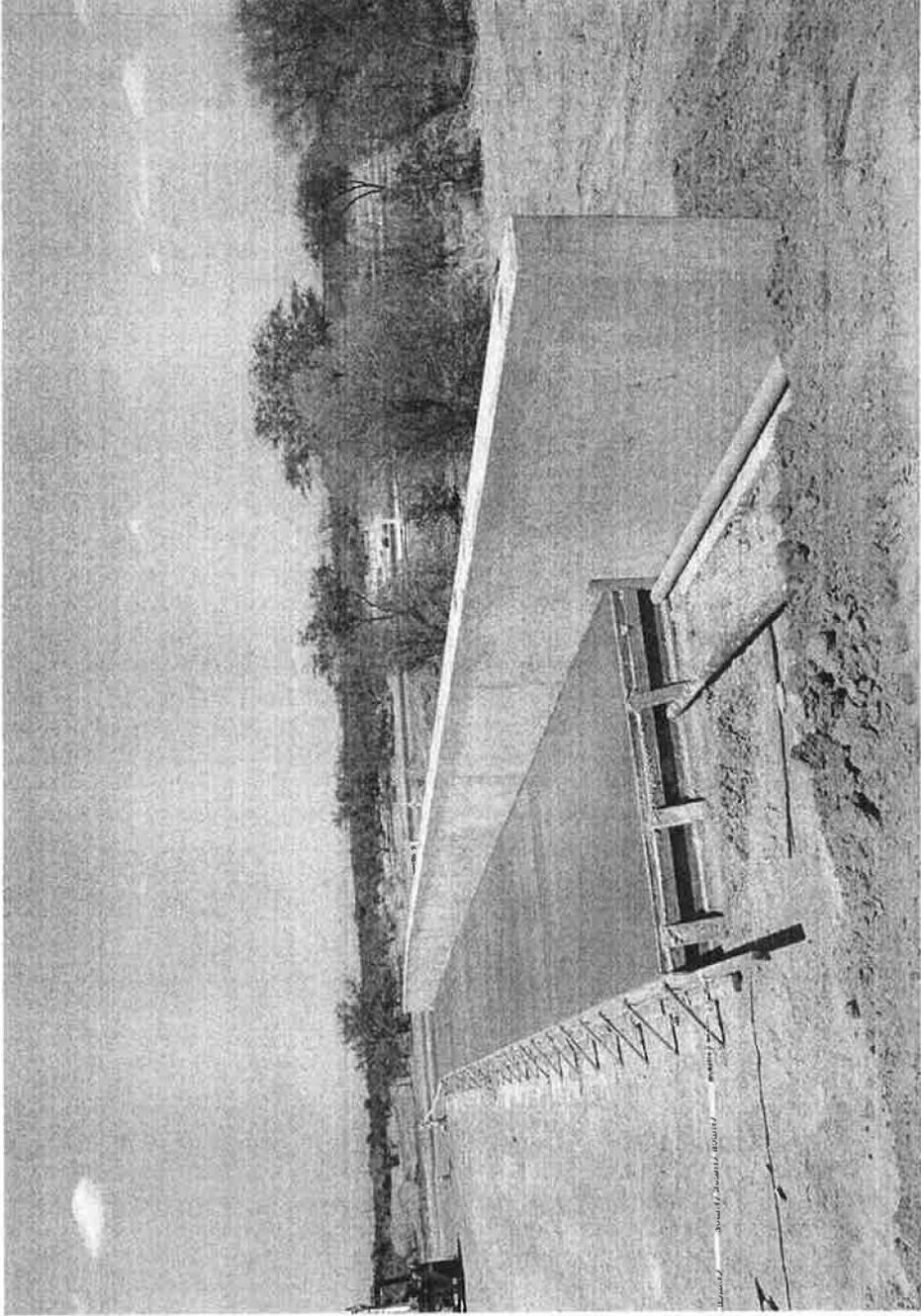
**Campbell Bridges**

\$720,615.36

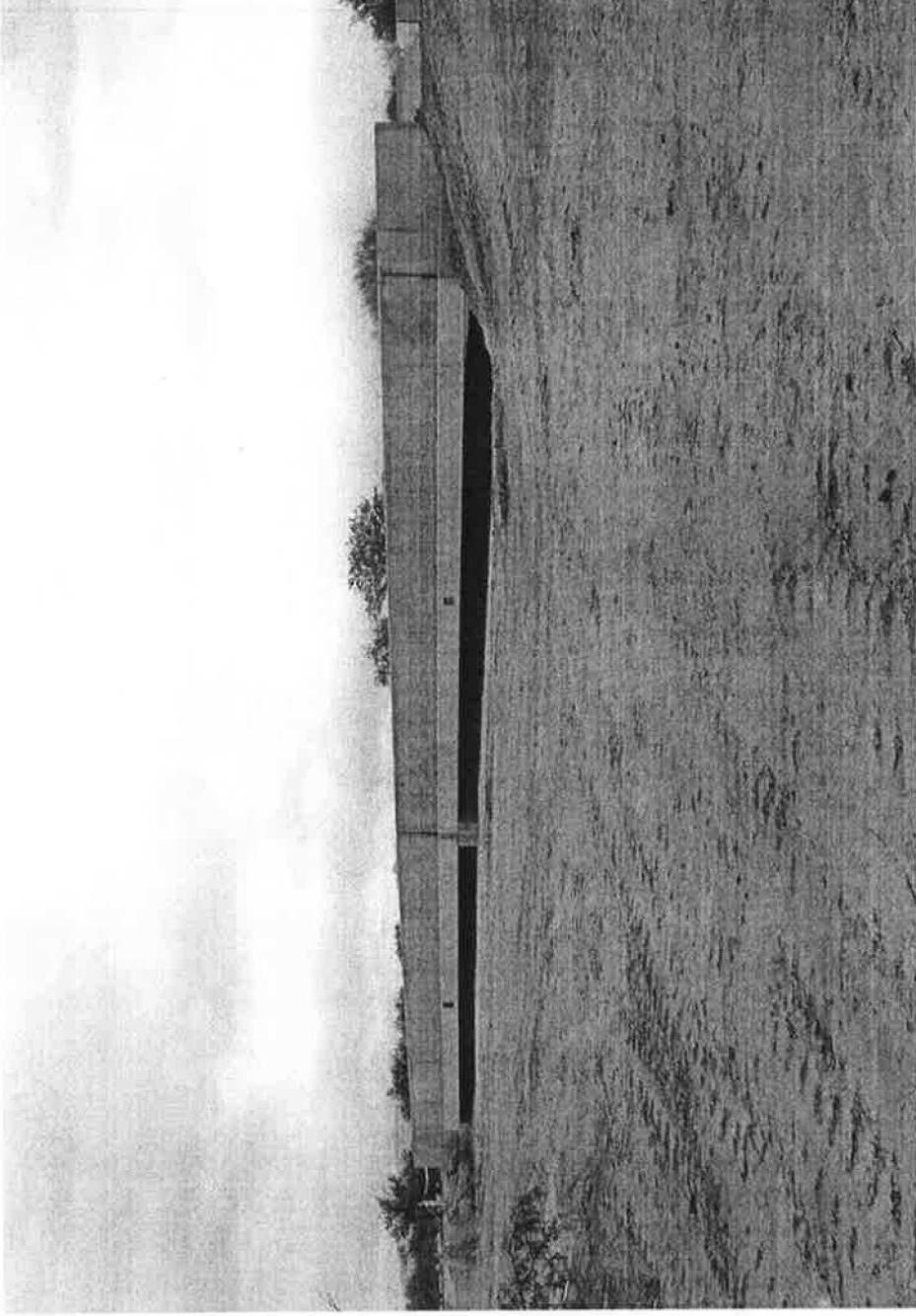
Campbell Avenue Bridges



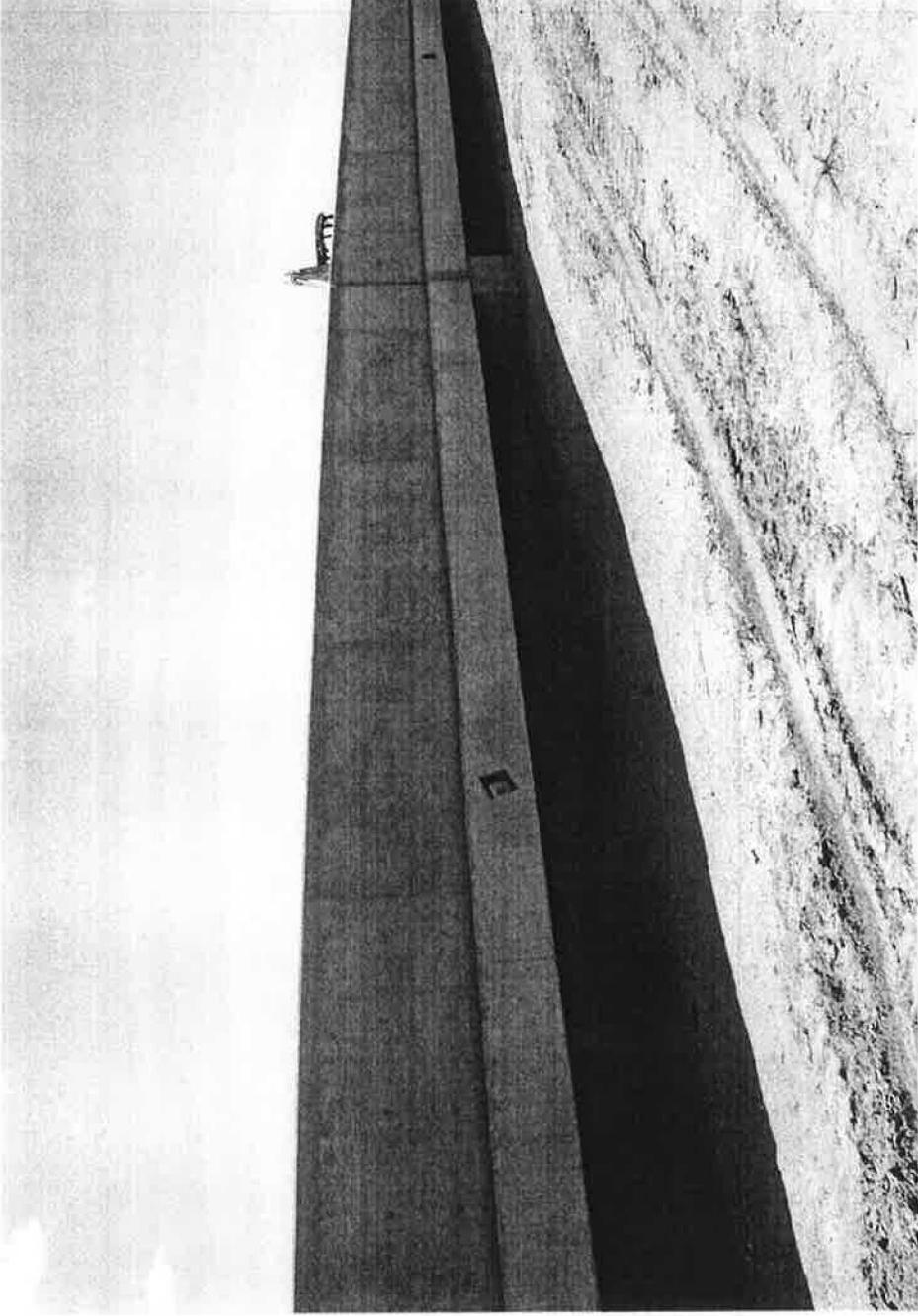
Bridge 1 on Campbell Ave



Campbell Bridge



Campbell Bridge 1



Campbell Bridge

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
<b>B&amp;R Engineering Total</b>			\$3,526.00
<b>Amerson Surveying Total</b>			\$5,350.00
<b>CMG Drainage Engineers Total</b>			\$37,420.00
<b>GeoResource Total</b>			\$15,490.00
<b>Royden Const. Total</b>			\$6,400.10
<b>Royden Const. (65314) Total</b>			\$621,724.00
<b>Town of Sahuarita Total</b>			\$2,621.50
<b>Sales Tax Total</b>			\$23,731.73
<b>Overhead Total</b>			\$4,352.03
			=====
			\$720,615.36

Campbell Avenue Bridges

# Quail Creek Community Facilities District

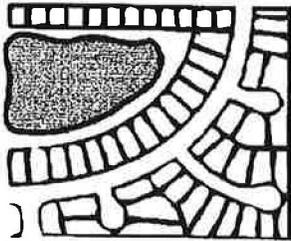
## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
B&R Engineering		5/4/07	\$3,526.00
<b>B&amp;R Engineering Total</b>			<b>\$3,526.00</b>

Campbell Avenue Bridges



**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 Bridges

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – Project Engineer/Designer	41.0	\$86.00/hr.	\$3,526.00
<b>TOTAL</b>			<b>\$3,526.00</b>

Approved: 

328009

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
Amerson Surveying	7573	12/29/06	\$2,050.00
Amerson Surveying	7616	1/31/07	\$3,300.00
<b>Amerson Surveying Total</b>			<b>\$5,350.00</b>

Campbell Avenue Bridges



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

**Invoice**

Date	Invoice #
12/29/2006	7573

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

PROJECT
06018 Bridge #1 Campbell Rd. Align

*CFD*

Date of Service	Description	Amount
12/13/2006	Calculations: Bridge #1.	400.00
12/18/2006	Set points at bridge areas to show where it sits in real world for bridge people.	450.00
12/20/2006	Set elevation on bridge points for rough grading per Lance.	750.00
12/21/2006	Set bridge points to new elevations at Bridge #1 per Lance.	450.00
<i>CFD Campbell Bridge</i>		
<i>328009.1730.1195</i>		
<i>FLING CUTS &amp; POINTS</i>		
<b>RECEIVED</b>	JAN 02 2007 <i>[Signature]</i>	
<b>Total</b>		<b>\$2,050.00</b>



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

# Invoice

Date	Invoice #
1/31/2007	7616

*CFD*

**Bill To**

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

PROJECT
06018 Bridge #1 Campbell Rd. Align

Date of Service	Description	Amount
1/2/2007	Staked pile locations at Bridge #1 abutments.	750.00
1/3/2007	Staked pile locations at Bridge #1 pier caps.	750.00
1/4/2007	Staked pile locations at Bridge #1 pier caps.	750.00
1/29/2007	Set bridge abutment and pier points and offsets at Bridge #1.	1,050.00
<i>CAMPBELL BRIDGE</i>		
<i>328009.1730.1195</i>		
<i>BRIDGE 1 PILES</i>		
<i>[Signature]</i>		
<b>RECEIVED FEB 07 2007</b>		<b>Total \$3,300.00</b>

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
CMG Drainage Engineers	5499	8/31/06	\$16,634.50
CMG Drainage Engineers	5568	10/31/06	\$11,430.50
CMG Drainage Engineers	6039	12/31/06	\$5,613.00
CMG Drainage Engineers	6104	2/28/07	\$3,742.00
<b>CMG Drainage Engineers Total</b>			<b>\$37,420.00</b>

Campbell Avenue Bridges

Job # 24110 Campbell Avenue

# Invoice

## CMG Drainage Engineering, Inc.

4574 N. First Avenue Suite 100  
Tucson, Az 85718  
PHONE 520-882-4244 FAX 520-882-3006  
KGlass@cmgdrainage.com

Date	8/31/2006
Invoice #	5499

B & R Engineering, Inc. Attn: Kenneth Marks 2175 E. Quail Crossing Blvd. Green Valley, AZ 85614
--

*WENT TO 328009. 1730. 1105  
CAMPBELL BRIDGES*

**Month: July/August**

Description	Contract Amt	Prior Billed	Total Billed	Period Billing
Drainage Report	37,420.00		44.45%	16,634.50

<b>Total</b>	\$16,634.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due This Period</b>	\$16,634.50

328009

→ Susan 9/12/06

**RECEIVED SEP 08 2006**

**CMG Drainage Engineering, Inc.**

4574 N. First Avenue Suite 100

Tucson, Az 85718

PHONE 520-882-4244 FAX 520-882-3006

KGlass@cmgdrainage.com

Date	10/31/2006
Invoice #	5568

B & R Engineering, Inc.  
 Attn: Kenneth Marks  
 9666 E. Riggs Road, Ste. 118  
 Sun Lakes, Az. 85248-7463

*WENT to  
 328015.1730.1105 ✓  
 So BOUNDARY RD*

**Month: Sept/Oct.**

Description	Contract Amt	Prior Billed	Total Billed	Period Billing
Completion of Drainage Report for South Boundary Road and Campbell Ave Report Revisions	37,420.00	16,634.50	75.00%	11,430.50

<b>Total</b>	\$11,430.50
--------------	-------------

<b>Payments/Credits</b>	\$0.00
-------------------------	--------

<b>Balance Due This Period</b>	\$11,430.50
--------------------------------	-------------

328009

*[Handwritten Signature]*

**RECEIVED NOV 21 2006**

**CMG Drainage Engineering, Inc.**

3555 N. Mountain Ave.  
 Tucson, Az 85719-1925  
 PHONE 520-882-4244 FAX 520-882-3006  
 KGlass@cmgdrainage.com

*CFD*  
 328009.1730.1105  
 Donna Skovick  
 1/24

**Invoice**

Date	12/31/2006
Invoice #	6039

B & R Engineering, Inc.  
 Attn: Kenneth Marks  
 9666 E. Riggs Road, Ste. 118  
 Sun Lakes, Az. 85248-7463

RECEIVED  
 JAN 24 2007

*OK*

Job # 24110 Campbell Avenue REVISIONS

Month: Nov/Dec

1137092

Description	Contract Amt	Prior Billed	Total Billed	Period Billing
Drainage Report Revisions	37,420.00	28,065.00	90.00%	5,613.00
GL DATE <u>12/31</u> INV DATE <u>12/31</u> DOC# _____ ACCT# <u>328009.1730.1105</u> \$ <u>5613.00</u> DESCRIPTION <u>DRAINAGE REVISIONS</u> ACCT# _____ \$ _____ DESCRIPTION _____ CO# <u>325</u> TOTAL DUE \$ <u>5613.00</u> DEPT OK _____ ACTG OK _____				

<b>Total</b>	\$5,613.00
<b>Payments/Credits</b>	\$0.00

**Balance Due This Period** \$5,613.00



328009

**CIMG DRAINAGE ENGINEERS**

P.O. Box 64880  
 Tucson, AZ 85728  
 PHONE 520-882-4244 FAX 520-882-3006  
 Email: [Glas@cmgdrainage.com](mailto:Glas@cmgdrainage.com)

*CPD*  
*328009.1730.1105*  
*[Signature]*

**Invoice**

Date	2/28/2007
Invoice #	6104

B & R Engineering, Inc.  
 Attn: Lance Hansen  
 9666 E. Riggs Road, Ste. 118  
 Sun Lakes, Az. 85248-7463

PO or Project #

**Job # 24110 Campbell Avenue**

**Month: Jan/Feb**

Description	Contract Amt	Prior Billed	Total Billed	Period Billing
Drainage Report Revisions	37,420.00	33,678.00	100.00%	3,742.00
				

<b>Total</b>	\$3,742.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due This Period</b>	\$3,742.00

328009

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
GeoResource	4952-001/0717	7/17/06	\$11,617.50
GeoResource	4952-001/0907	9/7/06	\$3,872.50
<b>GeoResource Total</b>			<b>\$15,490.00</b>

Campbell Avenue Bridges



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

Page: 1  
 Invoice Number:  
 4952-001/0717  
 Invoice Date:  
 Jul 17, 2006

RRQ

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

GRC Project Number: 4952-001

Due upon Receipt

	Hours/Units	Rate	Total
TWO BRIDGES CROSSING CAMPBELL AVE AT QUAIL CREEK RESIDENTIAL SUBDIVISION			
GEOTECHNICAL INVESTIGATION			
CONTRACT AMOUNT: \$15,490.00			
BILLING FOR 75% OF JOB COMPLETION.			\$ 11,617.50

*328009.1730.1110  
 BRIDGES @ WASHOS 750/50  
 CAMPBELL BRIDGE*

Total Invoice Amount \$ 11,617.50

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

*Jeff*

RECEIVED JUL 24 2006



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.

*JH* RECEIVED SEP 13 2006

*11 9/13/06*

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
Royden Const.	Permits	12/28/06	\$6,400.10
<b>Royden Const. Total</b>			\$6,400.10
Royden Const. (65314)	C1.1	12/26/06	\$77,500.00
Royden Const. (65314)	C1.2	1/25/07	\$93,500.00
Royden Const. (65314)	C1.3	2/26/07	\$426,729.00
Royden Const. (65314)	C1.4	3/29/07	\$23,995.00
<b>Royden Const. (65314) Total</b>			\$621,724.00

Campbell Avenue Bridges



APPLICATION FOR TYPE 2 GRADING PERMIT

TOWN OF SAHUARITA DEVELOPMENT CODE AND RESOLUTION 90-05

Date of Application: 12/19/06 Permit No. Issued: 06-093T2

Applicant: Robson Ranch Arizona Construction Co. Tel. 520-393-5816

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

Project Address: Same

Description of Work: Campbell Avenue Bridges 1 and 2

Kenny : 602-695-2648

\* 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 PCDEO dust control permit.

Area of Grading Envelope: .42 acres 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:
Lot Area Development Envelope
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 18, Town of Sahuarita Zoning Code.

FEE SCHEDULE

Table with 2 columns: Fee Description and Amount. Rows include Base Fee (\$100.00), Plans Check Fee Per Latest Fee Resolution, Greater of \$300 or 1% of Construction Cost of \$1,360,700, and TOTAL (\$13,707.00).

Rec'd 12/19/06

NOTE: This permit shall become null and void if work is not completed by: 12/20/06

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

**TOWN OF SAHUARITA**  
**PRIVATE IMPROVEMENT AGREEMENT**

PERMIT NO 06-09372

In consideration of mutual covenants herein contained, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, this AGREEMENT, made and entered into this 21st day of December, 2006, by and between the Town of Sahuarita, a municipal corporation, hereinafter called the Town, and:

Robson Ranch Quail Creek LLC  
Name  
9566 E. Riggs Rd., Ste 118  
Address  
Sun Lakes AZ 85248  
City, State, Zip Code

hereinafter called the Applicant.

WITNESSETH:

WHEREAS, the Applicant desires to make improvement(s) on private property within the Town of Sahuarita, Arizona at:

Campbell Avenue Bridges 1 and 2  
Project Name  
Quail Creek  
Location

WHEREAS, the required reports, plans, specifications and soil tests for said work have been approved by the Town Engineer, and the officials of the appropriate water, wastewater, or other agencies, as applicable; and

WHEREAS, the Applicant desires that the Town approve the construction of said improvement(s); and

WHEREAS, the Town is willing to approve said improvement(s), provided if they meet Town Standards and the work is completed in accordance with Town requirements; and

WHEREAS, adequate assurances have been posted, as required by the Town;

WHEREAS, the Town requires that such improvements within the Town be constructed in accordance with Town standards, regulations, and requirements;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That the Applicant shall install and construct or cause to have constructed, at the Applicant's sole expense, the improvements set forth in the plans and specifications, Bridges 1 and 2 Campbell Avenue

which plans and specifications have been prepared by a Professional Engineer registered to practice in Arizona, and which have been reviewed and approved by the Town Engineer, as well as by other appropriate agencies. Construction shall also comply with the conditions for improvements as specified herein.

2. That said work shall be done in conformance to all applicable regulations, permits, standards, and requirements of the Town; and that all required permits shall be obtained by the Applicant prior to the commencement of any work under this Agreement.
3. That a professional engineer, registered to practice in Arizona, shall be retained by the Applicant as "Engineer of Record", and said Engineer shall lay out and establish the lines and grades for the work as it progresses, shall be responsible for the surveillance of the construction, and shall order tests to verify the compliance of materials incorporated into the work with the specifications.
4. That the Applicant shall notify, in writing, the Owners of all properties abutting the periphery of the development, if required by zoning regulations. Notification shall include a description of the work, the approximate dates the construction will take place and a telephone number and name of the individual to contact if further information is required. Notification shall be accomplished a minimum of seven (7) calendar days prior to the commencement of any construction activities. A copy of such notice shall be submitted to the Town Engineer.
5. That the Applicant shall pay any and all inspection fees as may be charged to the Applicant by the Town.
6. That the Applicant shall be solely responsible for the cost of material tests required by the Town as well as securing all applicable materials, compliance documents and certifications.
7. That the work shall be subject to the inspection and the approval of the Town as the work progresses. The Engineer of Record shall provide, at the end of each month, a written report as to the progress of the construction together with inspection reports, material test reports, and any other supplemental data pertinent to the work. Deviations from the approved plans shall be shown on the "As-Built" mylars of the plans. All changes or deviations in the approved plans and/or specifications, other than those of a minor nature, shall be submitted to the Town Engineer for review and approval and issuance of a change order prior to execution in the field.
8. That the Town Engineer or his/her designated representative shall be present at the final on-site inspection of the improvements. Deficiencies in the work noted during the final inspection shall be corrected to the satisfaction of the Town prior to approval of the improvement by the Town.
9. That within thirty (30) calendar days of the completion of construction, the Applicant shall furnish the Town Engineer; (1) "As-Built" mylars of the plans, (2) a certified listing of all items and quantities installed, and (3) a statement prepared and sealed by the Engineer of Record, certifying that the improvements were installed, constructed, and completed in accordance with the approved plans, specifications, and applicable Town standards.
10. That upon satisfactory completion of all items specified above, the Town will approve the improvements and will release the Applicant from the permit.

IN WITNESS WHEREOF, the Applicant has executed or has caused this Agreement to be executed by its proper and duly authorized officer and the Town has caused this Agreement to be executed by the Town Engineer as of the day and year first written above.

**OWNER, TRUST HOLDER OR AUTHORIZED, AGENT (Applicant):**

Robson Ranch Quail Creek LLC  
Print or Type Company Name  
9666 E. Riggs Rd, Ste 118 Sun Lakes AZ 85248  
Address  
By: *Kenneth A. Marks*  
Signature  
Kenneth A. Marks, Vice President Land Development  
Print or Type Name and Title of Signee  
12-15-06  
Date

**TOWN OF SAHUARITA:**

Sahuarita, Arizona

*[Signature]*  
Town Engineer  
12/21/06  
Date

The terms and conditions of this Agreement have been read and are hereby agreed to and accepted by the following:

**ENGINEER OF RECORD:**

B&R Engineering Inc.  
Print or Type Company Name  
9666 E, Riggs Rd. Ste 118, Sunlakes AZ 85248  
Address  
By: *Kenneth A. Marks*  
Signature  
12-11-06  
Date  
Kenneth A. Marks, President  
Print or Type Name and Title of Signee

**CONTRACTOR:**

Royden Construction Co.  
Print or Type Company Name  
3423 S. 51st Avenue, Phoenix, AZ 85043  
Address  
By: *[Signature]*  
Signature  
STEVE HUMBERT V.P.  
Print or Type Name and Title of Signee  
12-15-2006  
Date

This Agreement has been prepared as required by Town of Sahuarita Permit No. 06-093T2

Work performed under this permit shall comply with the Town of Sahuarita Standard Regulations and Requirements.

Contractor: Royden Const, Co. Telephone: 602-484-0028 06-09372  
Address: 3423 S. 51st Ave. Phoenix, AZ 85043  
State License: \_\_\_\_\_ Expires: \_\_\_\_\_  
Applicant: Robson Ranch Arizona Const, Co.  
By: (signed) [Signature] Telephone: 480-895-0799  
Approved: [Signature] Town Engineer Date: 12/21/06

### Mandatory Check List

In initiating below, I the applicant assume all responsibility in conforming to the following agencies laws and regulations.

- Environmental Protection Agency (N.P.D.E.S. for example but not limited to)
- Pima County Department of Environmental Quality (Dust control, for example but not limited to)
- Army Corp of Engineers (Waters of the U.S. for example but not limited to)
- Arizona Game & Fish (endangered species for example but not limited to)

Environmental Protection Agency  
(415) 947-8000  
U.S. EPA Region 9  
75 Hawthorne St.  
San Francisco, CA 94105

U.S. Army Corp. of Engineers  
(213) 452-3908  
P.O. Box 532711  
Los Angeles, California 90053

Arizona Game & Fish  
(520) 628-5376  
555 N. Greenwood  
Tucson, AZ 85745

Pima County Department of Environmental Quality  
(520) 740-3340  
130 W. Congress  
Tucson, Arizona 85701

### Optional - Right-of-Way Preconstruction Meeting Sign Off

If required

Town Engineer

Town of Sahuarita, Field Inspector

Town of Sahuarita, Civil Engineering Aide

Developer Engineer of Record

Developer Contractor

Comments:

# AIR QUALITY ACTIVITY PERMIT

PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

www.deq.pima.gov



**NUMBER:** 0385

**EFFECTIVE:** 12/19/2006

**EXPIRES:** 12/18/2007

**ISSUED TO:** ROYDEN CONSTRUCTION CO.

**ADDRESS:** 3423 S. 51ST AVENUE

PHOENIX

AZ

85043-

**PROJECT ADDRESS:** QUAIL CREEK - CAMPBELL AVENUE BRIDGE #1

**SUBDIVISION OR PROJECT NAME:** QUAIL CREEK

## THIS PERMIT WAS ISSUED FOR THE FOLLOWING ACTIVITIES:

LANDSTRIPPING/EARTHMOVING:	NONE
TRENCHING:	NONE
ROAD CONSTRUCTION:	50-1000 Feet
BLASTING:	0 Days

**THIS PERMIT IS SUBJECT TO THE GENERAL AND SPECIFIC CONDITIONS FOUND IN ATTACHMENTS "A" AND "B".**

Authorized by:

*Alpelisa Stea*

Date:

12/19/06



**PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY**

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

[www.deq.pima.gov](http://www.deq.pima.gov)

## AQAP INVOICE

12/19/2006

PERMIT NUMBER: 0385

ISSUED TO: ROYDEN CONSTRUCTION CO.

ADDRESS: 3423 S. 51ST AVENUE

PHOENIX AZ 85043-

ACTIVITY	FEE
LANDSTRIPPING (ac): 0	\$0.00
TRENCHING (ft): 0	\$0.00
ROAD CONSTRUCTION (ft): 120	\$50.00
BLASTING (days): 0	\$0.00

**Total:** \$50.00

DEFERRED ACCOUNT NUMBER: NA



C-D

JDE Contract #63314

Robson Ranch Arizona Construction Company #336

Exhibit "B" Subcontract Price For

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	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice																
348009	1730	4135	1	\$ 77,500.00	100' x 64' Bridge	1	LS	\$ 693,760.00	\$ 693,760.00	0.1117101	\$ 77,500.00	-	\$ -	0.1117101	\$ 77,500.00																
	Ret			Ret	Bridge Retention Held	-10%																									
	Ret			Ret	Bridge Retention Paid																										
	Ret			Ret	Retention Held	-10%																									
	Ret			Ret	Retention Paid																										
	Ret			Ret	Retention Held	-10%																									
	Ret			Ret	Retention Paid																										
	Ret			Ret	Retention Held	-10%																									
	Ret			Ret	Retention Paid																										
	Ret			Ret	Retention Held	-10%																									
	Ret			Ret	Retention Paid																										
	Ret			Ret	Retention Held	-10%																									
	Ret			Ret	Retention Paid																										
<table border="0"> <tr> <td>Total Billing:</td> <td>\$ 77,500.00</td> </tr> <tr> <td>Total Ret:</td> <td>\$ (7,750.00)</td> </tr> <tr> <td>Total Invr:</td> <td>\$ 69,750.00</td> </tr> </table>										Total Billing:	\$ 77,500.00	Total Ret:	\$ (7,750.00)	Total Invr:	\$ 69,750.00	<table border="0"> <tr> <td>Total Billed:</td> <td>\$ 77,500.00</td> </tr> <tr> <td>Retention:</td> <td>\$ (7,750.00)</td> </tr> <tr> <td>Total Prev. Billed:</td> <td>\$ 69,750.00</td> </tr> </table>		Total Billed:	\$ 77,500.00	Retention:	\$ (7,750.00)	Total Prev. Billed:	\$ 69,750.00	<table border="0"> <tr> <td>Total This Bill:</td> <td>\$ 77,500.00</td> </tr> <tr> <td>Retention:</td> <td>\$ (7,750.00)</td> </tr> <tr> <td>Total This Invr:</td> <td>\$ 69,750.00</td> </tr> </table>		Total This Bill:	\$ 77,500.00	Retention:	\$ (7,750.00)	Total This Invr:	\$ 69,750.00
Total Billing:	\$ 77,500.00																														
Total Ret:	\$ (7,750.00)																														
Total Invr:	\$ 69,750.00																														
Total Billed:	\$ 77,500.00																														
Retention:	\$ (7,750.00)																														
Total Prev. Billed:	\$ 69,750.00																														
Total This Bill:	\$ 77,500.00																														
Retention:	\$ (7,750.00)																														
Total This Invr:	\$ 69,750.00																														

RECEIVED JAN 0 2 2007

12/28/2006/10:33 AM

1/1

Campbell Bridge 1,2 Campbell Bridge #1

# INVOICE

FROM: Royden Construction Co.  
 3423 S. 51st Ave.  
 Phoenix, AZ 85043

Date: 01/25/07

RCC Job No.: 61011

484-0028 FAX 484-0043

Customer No:

TO: Robson Ranch Quail Creek LLC  
 904 N. Quail View Loop  
 Green Valley, AZ 85614

*Inv # C 1.2*  
*CFD*

Fax: 520-393-2960

## PROGRESS ESTIMATE NO. 2 THROUGH 1/31/07

Quail Creek - Campbell Ave. Bridge #1

Robson Communities

ORIGINAL CONTRACT											
APPROVED CHANGE ORDERS											
CONTRACT AMOUNT TO DATE											
COMPLETION INFORMATION											
Bid Item	Description	Unit	Unit Price	Estimated Quantity	QUANTITY COMPLETE			AMOUNT COMPLETE			
					Total	Previous	Current	Total	Previous	Current	
	Structural Excavation & Backfill	LS	\$7,280.00	1	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Steel H-Piles	LF	\$110.00	850	850.00	0.00	0.00	850.00	\$93,500.00	\$0.00	\$93,500.00
	Structural Concrete	CY	\$800.00	155	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Reinforcing	LB	\$1.10	13,000	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Voided Slab Beams	LF	\$224.00	1,556	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Metal Handrail	LF	\$48.00	232	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Mobilization	EA	\$35,000.00	1	0.50	0.50	0.50	0.00	\$17,500.00	\$17,500.00	\$0.00
	Detailing & Engineering	LS	\$60,000.00	1	1.00	1.00	1.00	0.00	\$60,000.00	\$60,000.00	\$0.00
					0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
					Total	\$171,000.00	\$77,500.00	\$93,500.00	\$171,000.00	\$77,500.00	\$93,500.00
STATEMENT											
TOTAL AMOUNT COMPLETED TO DATE										\$171,000.00	
LESS PREVIOUS BILLINGS										\$69,750.00	
TOTAL AMOUNT DUE THIS INVOICE										\$101,250.00	
24.65%											

RECEIVED JAN 29 2007

TOTAL AMOUNT COMPLETED TO DATE  
 LESS PREVIOUS BILLINGS  
 TOTAL AMOUNT DUE THIS INVOICE

TOTAL AMOUNT BILLED TO DATE  
 TOTAL AMOUNT PAID TO DATE  
 BALANCE DUE







# INVOICE

FROM: Royden Construction Co.  
 3423 S. 51st Ave.  
 Phoenix, AZ 85043  
 484-0028 FAX 484-0043

Date: 03/29/07  
 RCC Job No.: 61011  
 Customer No:

TO: Robson Ranch Quail Creek LLC  
 904 N. Quail View Loop  
 Green Valley, AZ 85614  
 Fax: 520-393-2960

## PROGRESS ESTIMATE NO. 4 THROUGH 3/31/07

Quail Creek - Campbell Ave. Bridge #1  
 Robson Communities

CONTRACT INFORMATION													
ORIGINAL CONTRACT													
APPROVED CHANGE ORDERS													
CONTRACT AMOUNT TO DATE													
COMPLETION INFORMATION													
Bid Item	Description	Unit	Price	Estimated Quantity	QUANTITY COMPLETE			AMOUNT COMPLETE					
					Total	Previous	Current	Total	Previous	Current			
	Structural Excavation & Backfill	LS	\$7,280.00	1	1.00	100%	0.75	0%	0.25	25%	\$7,280.00	\$5,460.00	\$1,820.00
	Steel H-Piles	LF	\$110.00	850	850.00	100%	850.00	100%	0.00	0%	\$93,500.00	\$93,500.00	\$0.00
	Structural Concrete	CY	\$800.00	155	100.75	65%	77.50	0%	23.25	15%	\$80,600.00	\$62,000.00	\$18,600.00
	Reinforcing	LB	\$1.10	13,000	13,000.00	100%	9,750.00	0%	3,250.00	25%	\$14,300.00	\$10,725.00	\$3,575.00
	Voided Slab Beams	LF	\$224.00	1,556	1,556.00	100%	1,556.00	0%	0.00	0%	\$348,544.00	\$348,544.00	\$0.00
	Metal Handrail	LF	\$48.00	232	0.00	0%	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Mobilization	EA	\$35,000.00	1	0.50	50%	0.50	0%	0.00	0%	\$17,500.00	\$17,500.00	\$0.00
	Detailing & Engineering	LS	\$60,000.00	1	1.00	100%	1.00	100%	0.00	0%	\$60,000.00	\$60,000.00	\$0.00
											\$0.00	\$0.00	\$0.00
											\$621,724.00	\$597,729.00	\$23,995.00
STATEMENT													
TOTAL AMOUNT COMPLETED TO DATE										89.62%			
LESS PREVIOUS BILLINGS													
TOTAL AMOUNT DUE THIS INVOICE													
TOTAL AMOUNT BILLED TO DATE												\$621,724.00	
TOTAL AMOUNT PAID TO DATE												\$537,956.10	
BALANCE DUE												\$83,767.90	

REVIEWED APR 02 2007  




# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
Town of Sahuarita	Check Request	12/14/06	\$2,621.50
<b>Town of Sahuarita Total</b>			<b>\$2,621.50</b>

Campbell Avenue Bridges



# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
Sales Tax	Costs thru 3/31/07		\$23,731.73
<b>Sales Tax Total</b>			<b>\$23,731.73</b>

Campbell Avenue Bridges

# Quail Creek Community Facilities District

## Progress Payment Submittal

Campbell Avenue Bridges

CFD ID # 2

Vendor	Invoice #	Date	Amount
Overhead	Costs thru 3/31/07		\$145.56
Overhead	Costs thru 3/31/07		\$4,206.47
<b>Overhead Total</b>			<b>\$4,352.03</b>

Campbell Avenue Bridges



September 21, 2006

Mr. Steven Humbert  
Royden Construction Co.  
3423 S. 51<sup>st</sup> Ave.  
Phoenix, AZ 85043

**RE: Notice To Proceed-Campbell Avenue Bridge #1**

Dear Steven,

This letter is your notice to proceed on Campbell Avenue Bridge #1 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\CFD Campbell Bridges.doc



# Robson Communities

Master-Planned Resort Living For Active Adults

65314

October 24, 2006

Steve Humbert  
Royden Construction Company  
3423 S. 51<sup>st</sup> Ave.  
Phoenix, AZ 85043

**Re: Quail Creek – Campbell Avenue Bridge #1**

Dear Mr. Humbert:

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\Contract\Quail Creek\2006\Contract Letters\Cambell Ave Bridge #1-Royden.doc  
**RECEIVED NOV 20 2006**

9666 East Riggs Road, Suite 118 • Sun Lakes, Arizona 85248-7463 • Telephone: (480) 895-0799 • Fax: (480) 895-5581  
SUN LAKES • PEBBLECREEK • SADDLEBROOKE RANCH • QUAIL CREEK • ROBSON RANCH, DENTON • ROBSON RANCH, CASA GRANDE

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of October 7, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and Royden Construction Co. ("Subcontractor"), for construction of that certain Campbell Ave Bridge #1 (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) 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 "I"	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 "I"; (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.

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: Tom Fetterly

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

Royden Construction Company

By: Steve Humbert

Its: V.P.

Address: 3423 S. 51<sup>st</sup> Ave Phoenix, Az 85043

Phone: 602-484-0028

Contact: Steve Humbert

License # B04-17410 B17411 A72173 B-01 72174

**Exhibit "A"**

Plans and Specifications

1. CAD file for the bridge location from Preliminary Public Roadway and Sewer Plans, Quail Creek Community Facilities District Project, Campbell Ave, Quail Crossing Blvd to Madera Highlands, Job # 980021.
2. Plans by Royden Construction Co. for Quail Creek Community Facilities District, Quail Creek II Campbell Ave Bridge # 1, Project # 061011, 11 sheets, dated 7/27/06.

Exhibit "B" Subcontract Price For

Robson Ranch Arizona Construction Company #336

JDE Contract #65314

CONTRACTOR: Royden Construction Co. 3423 S. 51st Ave. Phoenix, Az 85043 602-484-0028										PROJECT: Quail Creek CFD Bridge on Campbell VIN# 1334029										LICENSE # B04-17410 B17411 A72173 B-01-72714									
INVOICE #										BUSINESS TYPE: CORPORATION																			
INV DATE:																													
INV THRU:																													
Job #	Cost Type	Cost Code	JDE Line #	Total Per This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice														
348009	1730	4135	1	\$	Design Build #1	1	LS	\$ 693,760.00	\$ 693,760.00	0%	\$		\$		\$														
	Ret			\$	Bridge Retention Held	-10%		\$ 693,760.00			\$		\$		\$														
	Ret			\$	Bridge 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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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						\$		\$		\$														
	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			\$																									

**EXHIBIT "C"**

**PROGRESS SCHEDULE**

~~The Work shall begin no later than December 1, 2006 and shall be completed no later than January 31, 2007~~

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



Bridge construction shall begin approximately December 1, 2006 and is contingent upon receipt of approved project plans by Subcontractor and issuance of permits required for construction. Subcontractor shall not be liable for any delays due to or for reason beyond the control of Subcontractor including but not limited to: plan review and approval, issuance of permits, unavailability of materials, weather, etc.

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 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 \_\_\_\_\_ 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 Bridge**

**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 contractor at no cost to the owner.
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. Subcontractor is responsible to notify and order all compaction tests required by soils engineer.

Subcontractor's Initials: 

**EXHIBIT "F"**  
**Bid/Construction Requirements Campbell Bridge**

4. All grades will be constructed to either Plan Grade or any Approved Grade Changes.
  
5. All compaction tests must pass and be verified before final payment will be made.

**General "Concrete" Specifications:**

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

Construction to begin approximately: 12/1/06

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:  
**Royden Construction Co.**  
3423 S. 51<sup>st</sup> Ave  
Phoenix, Az 85043

By:   
Title: V.P.  
(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.



# ROYDEN CONSTRUCTION CO.

3423 S. 51ST AVENUE • PHOENIX, ARIZONA 85043 • Phone (602) 484-0028 • FAX (602) 484-0043

September 13, 2006

Robson Ranch Quail Creek, LLC  
904 N. Quail View Loop  
Green Valley, AZ 85614

Attn: Tom Fetterly

Re: Quail Creek – Campbell Ave Bridge #1

Gentlemen:

Pursuant to your request, we are presenting this preliminary proposal to construct a bridge designated as Campbell Ave Bridge #1. The bridge would be a two span bridge sixty-four feet wide by approximately 100 feet long with a zero degree skew and include concrete parapet wall with hand rail and sidewalk on both sides of the bridge. The bridge would be constructed with precast prestressed voided slab bridge beams and plain gray form finished concrete for all cast in place concrete. We will furnish design calculations and construction drawings to provide you with a complete design and construct project. The bridge will be designed in accordance to the current Standard Specifications for Highway Bridges as published by the American Association of State Highway and Transportation Officials.

This proposal is based and contingent on the following conditions and understandings:

1. This preliminary proposal includes design calculations, details and construction of the bridge structure only.
2. We have not included grading, shaping, bank protection or scour protection of the wash.
3. We have not included roadway grading, embankment fills, import or export of materials, roadway base, curb and gutter or asphalt paving.
4. We have not included any traffic control costs.
5. We have not provided for any removals, replacements, protection or relocation of any overhead or underground obstructions or amenities. Any obstructions encountered requiring removal, relocation, replacement or protection would be considered a changed condition that would result in additional costs.
6. We have assumed and included one mobilization for concurrent construction of Campbell Ave Bridges #1 and #2.

ARIZONA B04-17410 • B17411 • A72173 • B-01 72174 ♦ CALIFORNIA A761637 ♦ NEVADA A16075

PAGE 02/05

ROYDEN CONSTRUCTION

09/14/2006 10:43 6024840043

September 13, 2006

Re: Quail Creek – Campbell Ave Bridge #1

Page 2 of 2

7. The foundation will be driven piles with cast in place concrete abutment and pier caps. The superstructure will consist of precast prestressed concrete beams. Concrete parapet walls with hand rail and sidewalks will be provided on each side of the bridge deck. Asphalt surfacing on the bridge deck is excluded and is to be provided by others.
8. We have excluded hydraulic analysis, geotechnical analysis and all construction testing and inspection.
9. We have not included or provided for any erosion, dust or storm water pollution prevention plans or measures.
10. Survey centerlines, offsets and elevation hubs are to be provided by your surveyor.
11. Any and all utility conflicts are to be removed and/or relocated by others to accommodate bridge construction.
12. We have excluded contractor sales taxes, bonds, permit fees and plan review fees.
13. Payment and contract terms to be negotiated to the satisfaction of Royden Construction Co.
14. This proposal for Campbell Ave Bridge #1 is made contingent upon acceptance of proposal and concurrent construction of Campbell Ave Bridge #2.

The preliminary lump sum price for the proposed bridge structures is \$ 693,760.00.

This preliminary proposal will be valid for a period of sixty days.

Design and detailing can begin as soon as a written acceptance is tendered. Construction can begin as soon as submittal review and approvals by appropriate agencies are completed and received by Royden Construction with start of construction anticipated to begin in mid November 2006.

We appreciate the opportunity to provide a proposal for this project and we look forward to working with you.

**ROYDEN CONSTRUCTION CO.**

Respectfully Submitted,



Steven D. Humbert  
Vice President





## Certificate of Insurance

**Certificate Mailed To:**

ROBSON RANCH ARIZONA CONSTRUCTION  
CO  
904 N. QUAIL VIEW LOOP  
GREEN VALLEY AZ 85614

**Name of Insured:**

ROYDEN CONSTRUCTION CO  
3423 S 51st Ave  
Phoenix AZ 85043

Date Issued: 12/04/2006  
Certificate Number: 38  
Policy Number: 079370  
Origin Date: 01/01/1975  
Expiration Date: 01/01/2007  
Liability Limits: 1000/1000/1000  
(000 Omitted)

**Proof of Coverage**

MFG & Erect Concrete Beams @ Construct Bridge No 1 RCC Job No 61011 at Quail Creek Campbell Ave in Pima County

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

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

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 Arizona Construction Co  
904 N. Quail View Loop  
Green Valley AZ 85614

Authorized Representative

RECEIVED DEC 12 2006

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OR  
ROYDE-1

DATE (MM/DD/YYYY)  
12/14/06

**PRODUCER**  
  
Hays Companies of Oregon  
5285 SW Meadows Rd, #451  
Tillamook, OR 97135  
Phone: 503-624-4750 Fax: 503-624-4751

**INSURED**  
  
Royden Construction Co.  
3423 S. 51st Avenue  
Phoenix AZ 85043

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: Travelers P & C Co. of America	25674
INSURER B: Navigators Insurance Company	
INSURER C:	
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'LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <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	DT-CO-526D8430-TIL-	0604/01/06	04/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" 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	DT-010-526D8430-TIL-06	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SF06EXC137647NV	04/01/06	04/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Job #61011-Quail Creek-Campbell Ave bridge #1 ←

Town of Sahuarita is named as additional insured as respects operations of the named insured on the above referenced project.

**CERTIFICATE HOLDER**

Town of Sahuarita  
Department of Public Works  
725-2 W. Via Rancho Sahuarita  
Sahuarita AZ 85629

**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  
*Jay [Signature]*



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** April 27, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96713830

**TYPE MIX:** 1332495

**BATCH TIME:** 8:41

**TIME IN TRUCK:** 29 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 6"

**CONCRETE TEMPERATURE:** 78 (F°)

**AMB. AIR TEMPERATURE:** 73 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- Northeast Rampart

**SAMPLED BY:** WB

**TIME:** 9:10

**DATE:** 4-19-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
618	7	4-26-07	25,000	1990	66	C
618	28	5-17-07				
618	28	5-17-07				

**RECEIVED MAY 02 2007**

Types of Fracture  
 C: Cone    C&SP: Cone and Split    C&SH: Cone and Shear    SH: Shear    CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** April 24, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Local Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96713633

**TYPE MIX:** 1332495

**BATCH TIME:** 10:13

**TIME IN TRUCK:** 32 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 5"

**CONCRETE TEMPERATURE:** 75 (F°)

**AMB. AIR TEMPERATURE:** 72 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- Rampart

**SAMPLED BY:** WB

**TIME:** 10:45

**DATE:** 4-12-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
613	7	4-19-07	37,000	2946	98	C&SH
613	28	5-10-07				
613	28	5-10-07				

**RECEIVED APR 30 2007**

Types of Fracture

C: Cone    C&SP: Cone and Split    C&SH: Cone and Shear    SH: Shear    CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** April 24, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96713739

**TYPE MIX:** 1332495

**BATCH TIME:** 10:36

**TIME IN TRUCK:** 34 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 4¾"

**CONCRETE TEMPERATURE:** 78 (F°)

**AMB. AIR TEMPERATURE:** 76 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- West Central Rampart

**SAMPLED BY:** WB

**TIME:** 11:10

**DATE:** 4-17-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
616	7	4-24-07	30,500	2428	81	SH
616	28	5-15-07				
616	28	5-15-07				

**RECEIVED APR 30 2007**

Types of Fracture

C: Cone    C&SP: Cone and Split    C&SH: Cone and Shear    SH: Shear    CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** April 18, 2007

**PROJECT NUMBER:** 4952-004  
 Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Cemex

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 12174117

**TYPE MIX:** 150426

**BATCH TIME:** 8:00

**TIME IN TRUCK:** 1Hour and 5 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 3/4"

**CONCRETE TEMPERATURE:** 80 (F°)

**AMB. AIR TEMPERATURE:** 73 (F°)

**NUMBER OF CYLINDERS:** 3

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Curb – Campbell Ave. – Sta. 63+50

**SAMPLED BY:** WB

**TIME:** 9:05

**DATE:** 4-10-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
611	7	4-17-07	42,500	3384	135	SH
611	28	5-8-07				

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar

*m*



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

DATE: March 8, 2007

PROJECT NUMBER: 4952-004  
 Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona, California

TO: Robson Ranch Quail Creek, LLC  
 2175 E. Quail Crossing Blvd.  
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712028

TYPE MIX: 1332495

BATCH TIME: 12:52

TIME IN TRUCK: 33 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 76 (F°)

AMB. AIR TEMPERATURE: 82 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #1- Center

SAMPLED BY: NP

TIME: 1:25

DATE: 2-7-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
525	7	2-14-07	34,500	2747	92	SH
525	28	3-7-07	50,500	4021	134	SH
525	28	3-7-07	51,000	4061	135	SH

RECEIVED MAR 14 2007

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** March 6, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96711948

**TYPE MIX:** 1332495

**BATCH TIME:** 9:15

**TIME IN TRUCK:** 40 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 5 1/4"

**CONCRETE TEMPERATURE:** 65 (F°)

**AMB. AIR TEMPERATURE:** 61 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- South Abutment

**SAMPLED BY:** WB

**TIME:** 9:55

**DATE:** 2-5-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
522	7	2-12-07	34,000	2707	90	SH
522	28	3-5-07	52,500	4180	139	SH
522	28	3-5-07	53,500	4260	142	SH

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar

*Handwritten mark*



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** March 2, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96712433

**TYPE MIX:** 1332495

**BATCH TIME:** 11:44

**TIME IN TRUCK:** 29 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 3"

**CONCRETE TEMPERATURE:** 78 (F°)

**AMB. AIR TEMPERATURE:** 79 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #2- Center Abutment

**SAMPLED BY:** WB

**TIME:** 12:15

**DATE:** 2-22-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
544	7	3-1-07	29,000	2309	77	SH
544	28	3-22-07				
544	28	3-22-07				

Types of Fracture

C: Cone    C&SP: Cone and Split    C&SH: Cone and Shear    SH: Shear    CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** February 15, 2007

**PROJECT NUMBER:** 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96712028

**TYPE MIX:** 1332495

**BATCH TIME:** 12:52

**TIME IN TRUCK:** 33 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 4"

**CONCRETE TEMPERATURE:** 76 (F°)

**AMB. AIR TEMPERATURE:** 82 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- Center

**SAMPLED BY:** NP

**TIME:** 1:25

**DATE:** 2-7-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
525	7	2-14-07	34,500	2747	92	SH
525	28	3-7-07				
525	28	3-7-07				

**RECEIVED FEB 21 2007** *JES*

Types of Fracture

C: Cone    C&SP: Cone and Split    C&SH: Cone and Shear    SH: Shear    CLM: Columnar



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

**DATE:** February 13, 2007

**PROJECT NUMBER:** 4952-004

Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

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

**Attention:** Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

**PROJECT:** Campbell Avenue @ Quail Creek

**PROJECT LOCATION:** Sahuarita, AZ

**GENERAL CONTRACTOR:** Robson

**CONCRETE SUPPLIER:** Rinker

**BATCH SIZE:** 10.5 Cubic Yards

**TRUCK/Ticket Number:** 96711948

**TYPE MIX:** 1332495

**BATCH TIME:** 9:15

**TIME IN TRUCK:** 40 Minutes

**DESIGN STRENGTH (PSI):** 3000/28 Days

**SLUMP:** 5 1/4"

**CONCRETE TEMPERATURE:** 65 (F°)

**AMB. AIR TEMPERATURE:** 61 (F°)

**NUMBER OF CYLINDERS:** 4

**CYLINDER SIZE:** 4" x 8"

**AREA (sq. in.):** 12.56

**SOURCE OF SAMPLE:** Bridge #1- South Abutment

**SAMPLED BY:** WB

**TIME:** 9:55

**DATE:** 2-5-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
522	7	2-12-07	34,000	2707	90	SH
522	28	3-5-07				
522	28	3-5-07				

**RECEIVED FEB 15 2007** *[Signature]*

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

*[Handwritten mark]*



**GRC Consultants, Inc.**  
 BRANCH OF GEO/RESOURCE CONSULTANTS, INC.  
 GEOLOGISTS/GEOTECHNICAL ENGINEERS  
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120  
 Tucson, Arizona 85741  
 (520) 624-3877 FAX (520) 882-3965  
 WebSite: www.georesource.com

DATE: February 9, 2007

PROJECT NUMBER: 4952-004  
Corporate Headquarters: Oakland, California  
 Regional Offices: Arizona California

TO: Robson Ranch Quail Creek, LLC  
 2175 E. Quail Crossing Blvd.  
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

**CONCRETE COMPRESSIVE STRENGTH REPORT**

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96711884

TYPE MIX: 1332495

BATCH TIME: 10:44

TIME IN TRUCK: 36 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3½"

CONCRETE TEMPERATURE: 67 (F°)

AMB. AIR TEMPERATURE: 56 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #1- North Abutment - Sta. 29+75

SAMPLED BY: NP

TIME: 11:20

DATE: 2-1-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
519	7	2-8-07	41,000	3264	109	SH
519	28	3-1-07				
519	28	3-1-07				

RECEIVED FEB 15 2007 *JF*

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar