

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

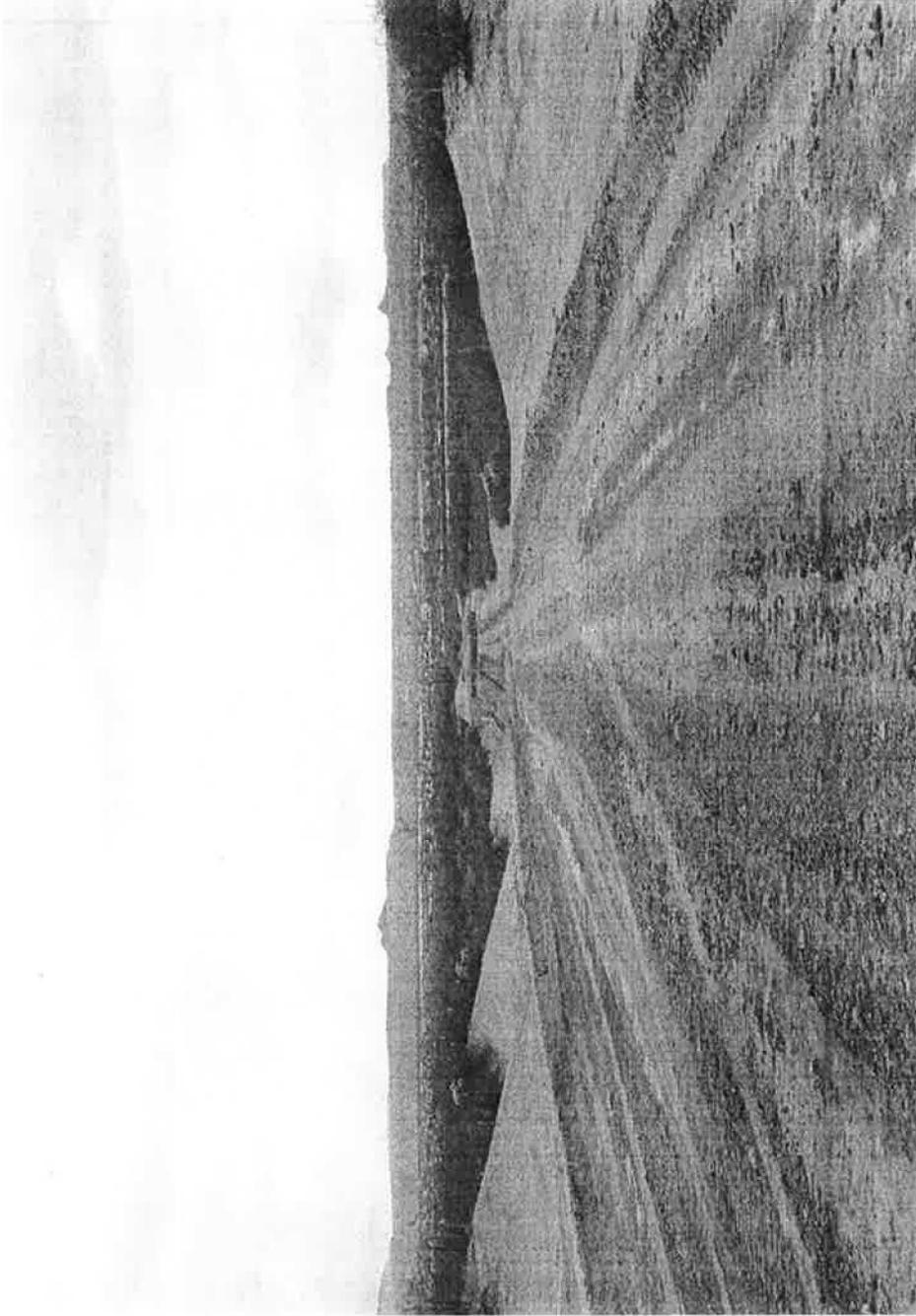
CFD ID # 3

DESCRIPTION

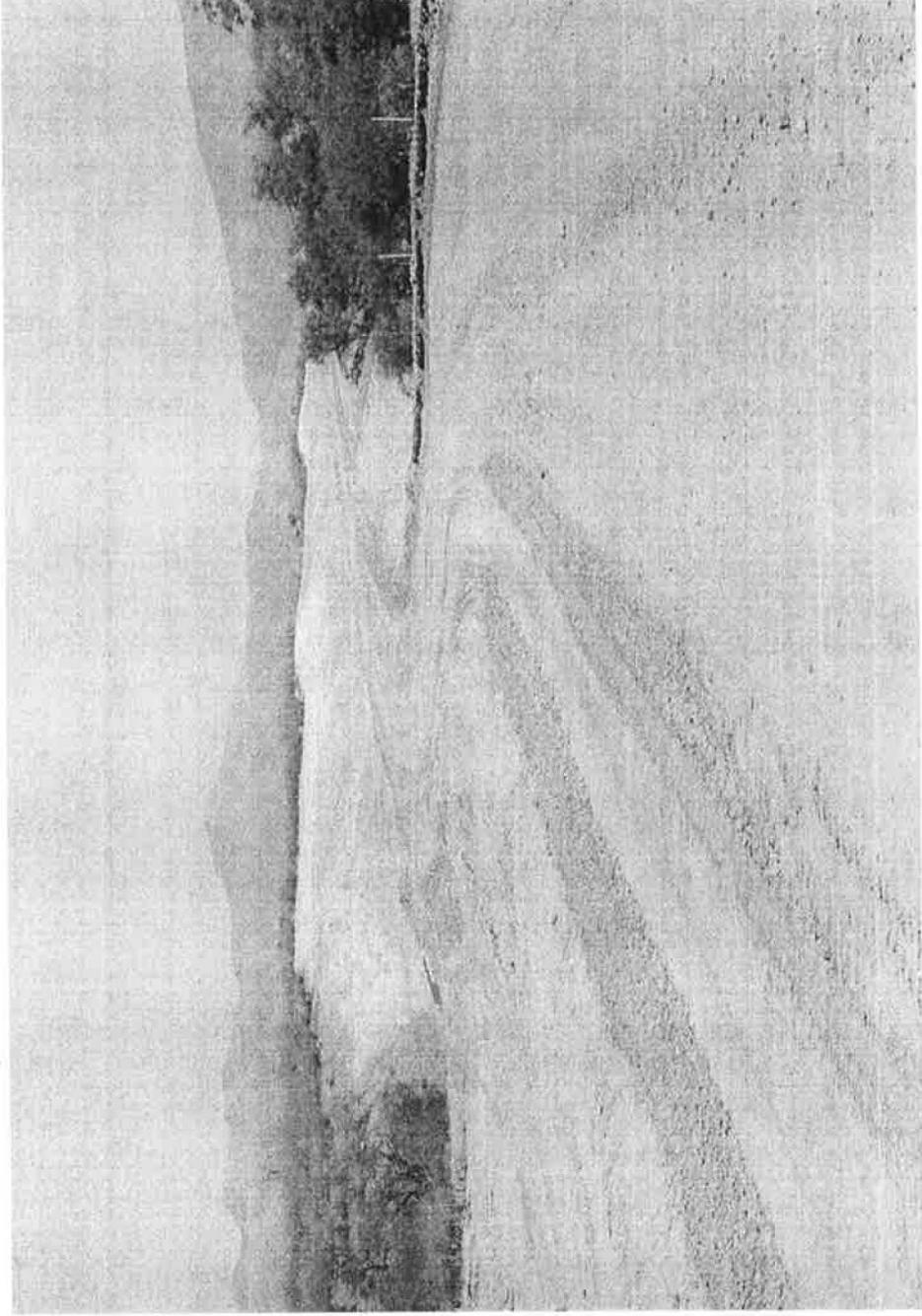
South Boundary Road

\$420,579.90

South Boundary Road (Public Arterial)



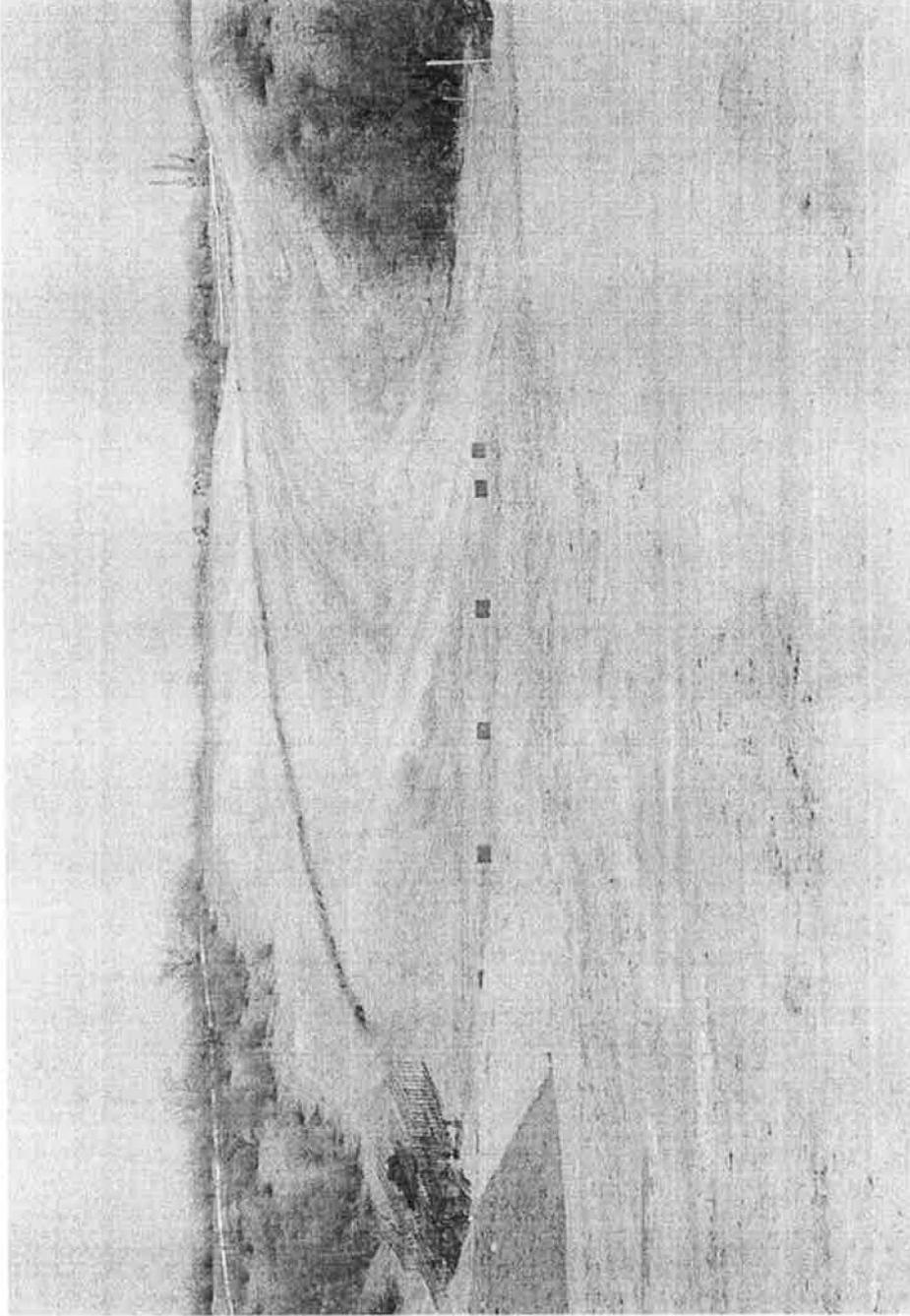
Quail Creek Pkwy



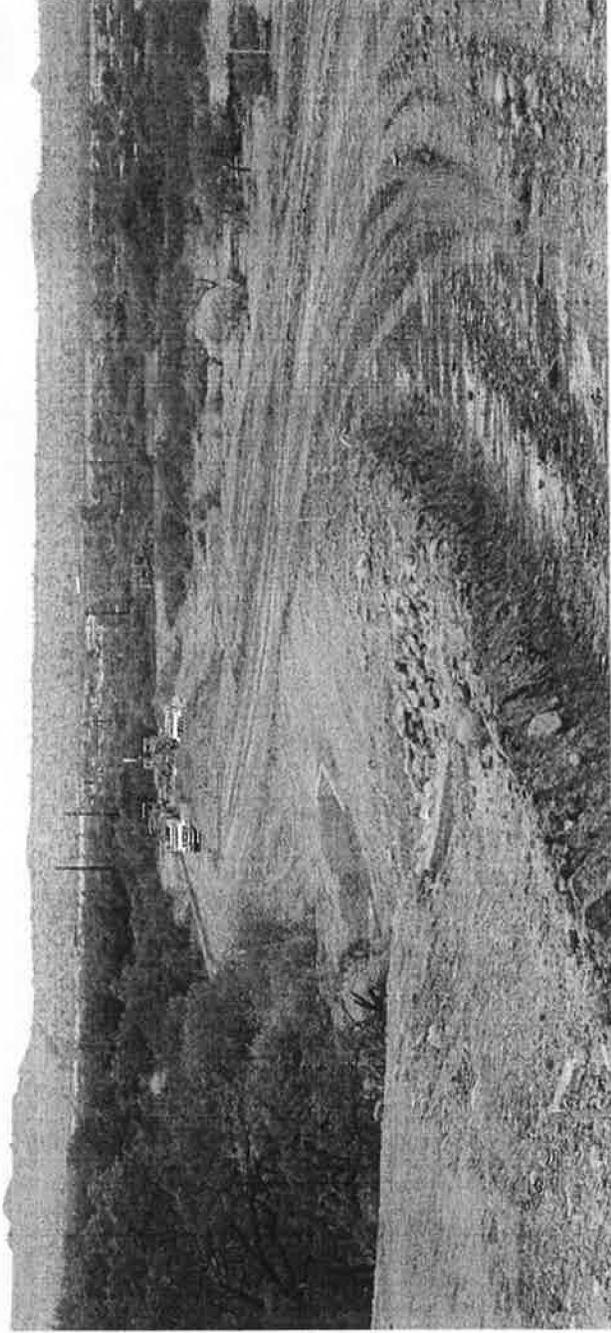
Quail Creek Pkwy



Quail Creek Pkwy @ Bridge 1



Quail Creek Pkwy @ Bridge 2



Quail Creek Pkwy

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
B&R Engineering Total			\$63,025.00
Amerson Surveying Total			\$27,360.00
GeoResource Total			\$5,456.00
O'Leary Const., Inc. Total			\$4,767.19
O'Leary Const., Inc. (65699) Total			\$304,136.70
Quail Creek Water Total			\$4,888.09
Territorial Newspapers Total			\$42.66
Tucson Newspapers Total			\$115.00
Town of Sahuarita Total			\$475.00
Westland Resources, Inc. Total			\$4,245.00
Sales Tax Total			\$5,820.13
Overhead Total			\$249.13
			=====
			\$420,579.90

South Boundary Road (Public Arterial)

Quail Creek Community Facilities District

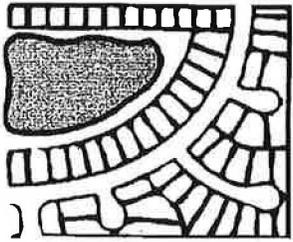
Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
B&R Engineering		5/4/07	\$63,025.00
B&R Engineering Total			\$63,025.00
Amerson Surveying	7583	1/31/07	\$14,560.00
Amerson Surveying	7692	2/28/07	\$9,050.00
Amerson Surveying	7807	3/30/07	\$1,050.00
Amerson Surveying	7823	3/30/07	\$2,400.00
Amerson Surveying	7830	3/30/07	\$300.00
Amerson Surveying Total			\$27,360.00

South Boundary Road (Public Arterial)



BR&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
South Boundary Roadway

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	737.0	\$48.00/hr.	\$35,376.00
Engineering costs – Project Engineer/Designer	321.5	\$86.00/hr.	\$27,649.00
TOTAL			\$63,025.00

proved:

328015



AMERSON SURVEYING, INC.
 Camp Lowell Corporate Center
 4562 E. Camp Lowell Drive
 Tucson, AZ 85712

Invoice

Date	Invoice #
1/31/2007	7583

CFD

Bill To

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

PROJECT
Contract #06077 Quail Creek Parkway

Date of Service	Description	Amount
12/27/2006	Calculations: Plot point sheets and create text file for Parkway clear limits.	150.00
1/3/2007	Clear Limits: Started	450.00
1/4/2007	Clear Limits	450.00
1/8/2007	Clear Limits	1,200.00
1/9/2007	Clear Limits	1,050.00
1/18/2007	Clear Limits points at east end.	600.00
1/22/2007	Calculations: Edit DWG file, create roads for parkway and ditches.	3,100.00
1/24/2007	Slope Stakes: Started Quail Creek Parkway.	1,500.00
1/25/2007	Slope Stakes: Roadway points.	660.00
1/26/2007	Slope Stakes: Roadway points.	1,200.00
1/27/2007	Slope Stakes: Roadway points.	1,200.00
1/30/2007	Slope Stakes: Roadway points.	1,500.00
1/30/2007	Slope Stakes: Roadway points.	1,500.00
<p><i>328015.1730.1195</i> <i>CAUCS, CLEARING, Slope STAKES</i></p> <p><i>JEF</i></p>		
RECEIVED FEB 07 2007		Total \$14,560.00

Invoice



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

Date	Invoice #
2/28/2007	7692

CFD

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

PROJECT
Contract #06077 Quail Creek Parkway

Date of Service	Description	Amount
2/1/2007	Slope Stakes: Roadway points.	1,350.00
2/1/2007	Calculations: Pipes, walls, scuppers, road widening, check and plot.	1,850.00
2/2/2007	Slope Stakes set along roadway.	300.00
2/5/2007	Slope Stakes set along roadway.	1,275.00
2/6/2007	Slope Stakes set along roadway.	1,275.00
2/13/2007	Calculations: Bridge points with Point sheet plot.	¥ 660.00
2/20/2007	Slope Stakes +/- 1000 l.f. roadway.	1,200.00
2/26/2007	Slope Stakes parkway +/- 500 l.f.	600.00
2/27/2007	Slope Stakes 1200 l.f. of roadway.	1,200.00
<p><i>328015.1730.1195 9050⁰⁰ QCPKwy</i></p> <p><i>328013.1730.1195 660⁰⁰ CFD BRIDGES</i></p> <p><i>STAKING-CUTS, DRAINS, BRIDGES</i></p>		
<p>RECEIVED MAR 14 2007 <i>JF</i></p>		
Total		\$9,710.00



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

Invoice

Date	Invoice #
3/30/2007	7807

Bill To

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

PROJECT
06077 Bridge #1 Quail Creek Parkway

CFD

Date of Service	Description	Amount
3/3/2007	Staked pile points and offsets at Bridge #1. <i>328015.1730.1195 Pile Locations @ QCPKWY B#1</i>	1,050.00
RECEIVED APR 03 2007 <i>RF</i>		
Total		\$1,050.00



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

Invoice

Date	Invoice #
3/30/2007	7823

Bill To

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

PROJECT
Contract #06077 Quail Creek Parkway

CFD

Date of Service	Description	Amount
3/5/2007	Staked three pipe locations on roadway.	1,050.00
3/15/2007	Set headwall at single pipe location.	375.00
3/15/2007	Set headwall at triple pipe location.	375.00
3/23/2007	Set headwall locations on double pipes with offsets and graded to finish grade.	600.00
<i>328015.1730.1195 DRAIN PIPES & HEADWALLS</i>		
RECEIVED APR 03 2007 <i>[Signature]</i>		
Total		\$2,400.00



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

Invoice

Date	Invoice #
3/30/2007	7830

Bill To

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

PROJECT
Restake #06077 Quail Creek Parkway

CFD

Date of Service	Description	Amount
3/8/2007	Restaked drain pipes to revised grades and location. <i>328015.1730.1195 DRAIN PIPE RELOCATIONS</i>	300.00
RECEIVED APR 03 2007 <i>JF</i>		
Total		\$300.00

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
GeoResource	4958-003/02-7	3/13/07	\$5,456.00
GeoResource Total			\$5,456.00

South Boundary Road (Public Arterial)



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

Invoice

Page: 1

Invoice Number:

4958-003/02-07

Invoice Date:

Mar 13, 2007

RRQ

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

CFD

GRC Project Number: 4958-003

Due Upon Receipt

QUAIL CREEK PARKWAY

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 1/28/07 - 2/24/07			
PROJECT MANAGER	5.00	65.00	\$ 325.00
SENIOR GEOLOGIST	0.50	98.00	\$ 49.00
TECHNICIAN	89.50	42.00	\$ 3,759.00
LAB SERVICES			\$ 770.00
MILEAGE			\$ 473.00
WORD PROCESSING	2.00	40.00	\$ 80.00

328015.1730.1110
 GRADING DENSITIES

RECEIVED MAR 19 2007

[Handwritten Signature]

Total Invoice Amount

\$ 5,456.00

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

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
O'Leary Const., Inc.	262188	2/2/07	\$4,767.19
O'Leary Const., Inc. Total			\$4,767.19
O'Leary Const., Inc. (65699)	262192	2/5/07	\$21,000.00
O'Leary Const., Inc. (65699)	262192	2/5/07	\$14,725.00
O'Leary Const., Inc. (65699)	262208	4/4/07	\$56,100.00
O'Leary Const., Inc. (65699)	262208	4/4/07	\$84,377.88
O'Leary Const., Inc. (65699)	270003	3/6/07	\$108,965.90
O'Leary Const., Inc. (65699)	270003	3/6/07	\$18,967.92
O'Leary Const., Inc. (65699) Total			\$304,136.70

South Boundary Road (Public Arterial)

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

CUSTOMER #: ROBR2
INVOICE #: 262188
INVOICE DATE: 02/02/07
DUE DATE: 03/04/07

CFD

BILL TO:

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

JOB: 5718

QC Parkway-Permits (DEQ,Grade)

Sahuarita, AZ

DESCRIPTION	QUANTITY	PRICE	AMOUNT
DEQ-Dust			2,500.00
Type 2 Grading Permit			2,267.19
		NET DUE:	<u>4,767.19</u>

Thank you for your business!

*328015. 1745. 1120
DEQ DUST & TOS GRADING*

RECEIVED FEB 06 2007

JEF

APPLICATION FOR TYPE 2 GRADING PERMIT

TOWN OF SAHUARITA DEVELOPMENT CODE AND RESOLUTION 90-05

Date of Application: 1/8/07

Permit No. Issued: 07-012 T2

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: Quail Creek Parkway

* 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: 12 sq. ft. or acres. Area of Lot _____
Type 2 Grading Permit is required under any of the following conditions:

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

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

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

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

FEE SCHEDULE

Base Fee.....	\$	<u>100.00</u>
Plans Check Fee Per Latest Fee Resolution	\$	_____
Greater of \$300 or 1% of Construction Cost of....	\$	<u>216,719.00</u> <i>R</i>
TOTAL.....	\$	<u>2,267.19</u> <i>Rev'd R</i>

NOTE: This permit shall become null and void if work is not completed by: 1/12/08

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

TOWN OF SAHUARITA

PRIVATE IMPROVEMENT AGREEMENT

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 12th day of January, 2007, by and between the Town of Sahuarita, a municipal corporation, hereinafter called the Town, and:

Robson Ranch Quail Creek LLC
Name
9666 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:

Quail Creek Parkway
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 it/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, Grading, Drainage, and Street Improvements for Quail Creek Parkway 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.

FROM

(FRI) JAN 5 2007 7:31/ST. 7:26/No. 6819738300 P. 5

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

Print or Type Company Name
Robson Ranch Quail Creek LLC
 Address: 9666 E. Riggs Rd., Ste 118, Sun Lakes, AZ 85248

By: *Kenneth A. Marks*
 Signature
 Kenneth A. Marks, Vice President Land Development
 Print or Type Name and Title of Signee
 Date 1-5-07

TOWN OF SAHUARITA:

Sahuarita, Arizona

[Signature]
 Town Engineer
 Date 1/12/07

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

ENGINEER OF RECORD:

Print or Type Company Name
B&R Engineering Inc.
 Address: 9666 E. Riggs Rd., Ste 118, Sun Lakes, AZ 85248

By: *Kenneth A. Marks*
 Signature
 Kenneth A. Marks, President
 Print or Type Name and Title of Signee
 Date 1-5-07

CONTRACTOR:

Print or Type Company Name
O'Leary Construction Inc.
 Address: 3262 E. 44th Street, Tucson, AZ 85713-5243

By: *Paul McGill*
 Signature
 Paul McGill, Vice President
 Print or Type Name and Title of Signee
 Date 1-10-07

This Agreement has been prepared as required by Town of Sahuarita Permit No. 07-012 T2

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

07-012T2

Contractor: Robson Ranch Arizona Const Co. Telephone: 520-393-5816

Address: 904 N. Quail View Loop

State License: 190585 A Expires: 11/2007

Applicant: O'Leary Construction, Inc.

By: (signed) Paul O'Leary Telephone: 520-798-3220

Approved: [Signature] Town Engineer Date: 1/12/07

Mandatory Check List

In initialing 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. Greasewood
Tucson, AZ 85745

Pima County Department of Environmental Quality

(520) 740-3340
130 W. Congress
Tucson, Arizona 85701

Preconstruction Meeting Sign Off

This permit is not valid until Preconstruction Meeting has been held with the Town of Sahuarita.
The Preconstruction meeting constitutes a notice to proceed.

Town of Sahuarita, Field Inspector

Town of Sahuarita, Civil Engineering Aide

Developers Engineer of Record

Developers Contractor

Department of Public Works

Permit Checklist: Form A, Form B, & Type 2 Grading Permits

Project Name: Quail Creek Parkway

Date: 1/16/07

07-012F2

- Form A
- Form B
- Type 2 Grading

"At Risk"

Required Items	Checked	Reviewed
Complete Application	✓ Attached	
4 sets of approved plans - 3 (1/2 size sets) - 1 (full size set)	✓ <i>Not Attached</i> <i>Full set only</i>	
Construction Cost Estimate	✓ Attached	
Traffic Control Plan if Applicable	N/A	
Certification of Insurance	✓	
State and Town Business License	✓ #088917A / #221	
Blue Stake #	200701050111P	

Comments from TOS

Attached

For Internal Use Only:

File Prepared and Checked by: <u>JB 1/16/07</u>
Reviewed by: _____
Approved by: <u>[Signature]</u>

CK #43360 for #2267.19
Attached

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

INVOICE #: 262192
INVOICE DATE: 02/05/07
PERIOD TO: 01/31/07
APPLICATION #: 1
CONTRACT DATE: 12/06/06
DUE DATE: 02/22/07

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

JOB: 1701
 Quail Creek Parkway
 Quail Creek Crossing Blvd
 Stone House Trail
 Green Valley, AZ

CFD

<<< This Application >>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
20	EARTHWORK	216,719.00		21,000.00		21,000.00	9.7	195,719.00	2,100.00
40	PAVING	539,263.00					0.0	539,263.00	
50	CONCRETE/DRAINAGE	722,680.00					0.0	722,680.00	
56	WATER WORK	14,725.00		14,725.00		14,725.00	100.0		1,472.50
TOTALS:		1493,387.00	0.00	35,725.00	0.00	35,725.00	2.4	1457,662.00	3,572.50

PREVIOUS RETAINAGE.....\$	0.00	ORIGINAL CONTRACT SUM.....\$	1,493,387.00
CURRENT BILLING.....\$	35,725.00	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	3,572.50	CONTRACT SUM TO DATE.....\$	1,493,387.00
		TOTAL COMPLETED & STORED TO DATE.....\$	35,725.00
		TOTAL RETAINAGE.....\$	3,572.50
		TOTAL EARNED LESS RETAINAGE.....\$	32,152.50
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	0.00
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	32,152.50

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

JCF
RECEIVED FEB 05 2007
BH

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

PROJECT: Quail Creek Parkway #1701

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$32,152.50
Payable to: O'Leary Construction Inc.

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

On the job of: Robson Ranch AZ Construction
Located at: Quail Creek Crossing Blvd
Stone House Trail
Green Valley, AZ

to the following extent.

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

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

DATE: 2-5-07

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office manager.
(title)

Job #	Cost Type Code	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev Billed	Total \$ Prev Billed	# Units This Invoice	Total \$ This Invoice
1730	Ret				Retention Held	-10%				0	\$		\$		\$
	Ret				Retention Paid					0	\$		\$		\$
	Ret				Retention Held	-10%				0	\$		\$		\$
	Ret				Retention Paid					0	\$		\$		\$
	Ret				Retention Held	-10%				0	\$		\$		\$
	Ret				Retention Paid					0	\$		\$		\$
Original Contract \$ 1,493,386.05															
Change Orders															
Contract Total: \$ 1,493,386.05									Total Billed	\$ 35,725.00	Prev. Billed	\$	Total This Bill	\$ 35,725.00	
									Retention	\$ (3,572.50)	Retention	\$	Retention	\$ (3,572.50)	
									Total Invoice	\$ 32,152.50	Total Prev	\$	Total This Inv	\$ 32,152.50	

RECEIVED FEB 05 2007

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

INVOICE #: 262208
INVOICE DATE: 04/04/07
PERIOD TO: 03/31/07
APPLICATION #: 4
CONTRACT DATE: 12/06/06
DUE DATE: 04/23/07

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

JOB: 1701
 Quail Creek Parkway
 Quail Creek Crossing Blvd
 Stone House Trail
 Green Valley, AZ

<<< This Application >>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
20	EARTHWORK	216,719.00	129,965.90	56,100.00		186,065.90	85.9	30,653.10	18,606.59
10	PAVING	539,263.00					0.0	539,263.00	
30	CONCRETE/DRAINAGE	722,680.00	18,967.92	84,377.88		103,345.80	14.3	619,334.20	10,334.58
56	WATER WORK	14,725.00	14,725.00			14,725.00	100.0		1,472.50
TOTALS:		1493,387.00	163,658.82	140,477.88	0.00	304,136.70	20.4	1189,250.30	30,413.67

PREVIOUS RETAINAGE.....\$	16,365.88	ORIGINAL CONTRACT SUM.....\$	1,493,387.00
CURRENT BILLING.....\$	140,477.88	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	14,047.79	CONTRACT SUM TO DATE.....\$	1,493,387.00
		TOTAL COMPLETED & STORED TO DATE.....\$	304,136.70
		TOTAL RETAINAGE.....\$	30,413.67
		TOTAL EARNED LESS RETAINAGE.....\$	273,723.03
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	147,292.94
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	126,430.09

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED APR 04 2007

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

PROJECT: Quail Creek Parkway #1701

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$126,430.09
Payable to: O'Leary Construction Inc.

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

On the job of: Robson Ranch AZ Construction
Located at: Quail Creek Crossing Blvd
Stone House Trail
Green Valley, AZ

to the following extent.

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

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

DATE: 4/4/07

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office manager
(title)

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

INVOICE #: 270003
INVOICE DATE: 03/07/07
PERIOD TO: 02/28/07
APPLICATION #: 3
CONTRACT DATE: 12/06/06
DUE DATE: 03/19/07

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

JOB: 1701
 Quail Creek Parkway
 Quail Creek Crossing Blvd
 Stone House Trail
 Green Valley, AZ

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
00	EARTHWORK	216,719.00	21,000.00	108,965.90		129,965.90	60.0	86,753.10	12,996.59
00	PAVING	539,263.00					0.0	539,263.00	
00	CONCRETE/DRAINAGE	722,680.00		18,967.92		18,967.92	2.6	703,712.08	1,896.79
06	WATER WORK	14,725.00	14,725.00			14,725.00	0.0		1,472.50
TOTALS:		1493,387.00	35,725.00	127,933.82	0.00	163,658.82	11.0	1329,728.18	16,365.88

PREVIOUS RETAINAGE.....\$	3,572.50	ORIGINAL CONTRACT SUM.....\$	1,493,387.00
CURRENT BILLING.....\$	127,933.82	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	12,793.38	CONTRACT SUM TO DATE.....\$	1,493,387.00
		TOTAL COMPLETED & STORED TO DATE.....\$	163,658.82
		TOTAL RETAINAGE.....\$	16,365.88
		TOTAL EARNED LESS RETAINAGE.....\$	147,292.94
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	32,152.50
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	115,140.44

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!



RECEIVED MAR 07 2007

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

PROJECT: Quail Creek Parkway #1701

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$115,140.44
Payable to: O'Leary Construction Inc.

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

On the job of: Robson Ranch AZ Construction
Located at: Quail Creek Crossing Blvd
Stone House Trail
Green Valley, AZ

to the following extent.

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

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

DATE: 3/7/07

O'Leary Construction Inc.

Cindy Sanders
(signature)
Office manager
(title)

CONTRACTOR: O'Leary Construction Inc. VIN# 1427587 PROJECT: Quail Creek Parkway CFD LICENSE # 088917A
 INVOICE # 270003 INV DATE: 09/09/07 Application #3 BUILT BY: O'Leary Job: 1701
 TUCSON, AZ 85713 INV THRU: 02/28/07

Job #	Cost Type	Cost Code	JDE Code	Line #	Total Per This Invoice	Description	Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348015	Ret	1730	1205	1	108,965.90	Earth Work	12	Acres	3,000.00	36,000.00	12	36,000.00	12	36,000.00	0	0.00
Ret					(10,896.59)	Clear & Grub	12	Acres	1,500.00	18,000.00	12	18,000.00	12	18,000.00	0	0.00
Ret					(10,896.59)	Pre-Compact Fill Areas	25486	SY	0.65	16,565.90	25486	16,565.90	25486	16,565.90	0	0.00
Ret					(10,896.59)	Site Excavation / Fill	50713	CY	3.30	167,352.90	28000	92,400.00	28000	92,400.00	0	0.00
Ret					(10,896.59)	Grade earthm Swales	1	LF	11,800.00	11,800.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Channel Retention Held	1	LF	216,718.80	216,718.80	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Channel Retention Paid	1	LF	2,000.00	2,000.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Drainage	265	LF	20.10	5,320.50	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	6" x 1' Cut Off Wall	1225	LF	81.20	99,470.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	12" Thick Dumped Rip Rap	1550	SY	25.10	38,965.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	15" Thick Dumped Rip Rap	105	SY	34.30	36,015.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	24" Thick Dumped Rip Rap	645	SY	39.95	25,667.75	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Grouted Rip Rap	340	SY	49.60	16,864.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	30" CMP Labor	276	LF	66.15	18,257.40	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	30" CMP Labor	236	LF	54.09	12,726.36	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Handwalks	6	EA	47.65	285.90	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Drain Retention Held	1	EA	9,705.00	9,705.00	0	0.00	0	0.00	0	0.00
Ret					(10,896.59)	Drain Retention Paid	1	EA	316,324.13	316,324.13	0	0.00	0	0.00	0	0.00
348015	Ret	1730	2210	3	18,987.92	Drainage	376	LF	11.65	4,380.40	376	4,380.40	376	4,380.40	0	0.00
Ret					(1,896.79)	30" CMP Labor	236	LF	32.40	7,646.40	236	7,646.40	236	7,646.40	0	0.00
Ret					(1,896.79)	Drain Retention Held	1	EA	18,987.92	18,987.92	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Drain Retention Paid	1	EA	18,987.92	18,987.92	0	0.00	0	0.00	0	0.00
348015	Ret	1730	3305	4	367,387.00	Curb / Concrete	12880	LF	12.70	163,586.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Handrail	357	LF	30.00	10,710.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Scuppers	26	EA	4,735.00	118,375.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Sidewalk	29980	SF	3.60	108,108.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Concrete Retention Held	1	EA	367,387.00	367,387.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Concrete Retention Paid	1	EA	367,387.00	367,387.00	0	0.00	0	0.00	0	0.00
348015	Ret	1730	4105	5	639,263.20	Paving	28491	SY	2,000.00	5,697,600.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Subgrade Prep	28491	SY	1.65	47,011.15	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	6" ASFC	28491	SY	5.60	159,348.60	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Asphalt	28491	SY	5.60	159,348.60	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Struct Monuments	11	EA	196.80	2,164.80	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Paving Retention Held	1	EA	639,263.20	639,263.20	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Paving Retention Paid	1	EA	639,263.20	639,263.20	0	0.00	0	0.00	0	0.00
348015	Ret	1730	6175	6	14,725.00	Construction	2500	LF	5.89	14,725.00	2500	14,725.00	2500	14,725.00	0	0.00
Ret					(1,896.79)	Temporary Water Pipe	1	EA	14,725.00	14,725.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Const Water Retention Held	1	EA	14,725.00	14,725.00	0	0.00	0	0.00	0	0.00
Ret					(1,896.79)	Const Water Retention Paid	1	EA	14,725.00	14,725.00	0	0.00	0	0.00	0	0.00

Job #	Cost Type	Cost Code	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Prev. Billed	# Units Prev. Billed	Total \$ This Invoice
	Ret			Retention Held	-10%							
	Ret			Retention Paid								
	Ret			Retention Held	-10%							
	Ret			Retention Paid								
1730	Ret			Retention Held	-10%							
1730	Ret			Retention Paid								
	Ret			Retention Held	-10%							
	Ret			Retention Paid								
	Ret			Retention Held	-10%							
	Ret			Retention Paid								
Original Contract \$ 1,493,368.05 Change Orders \$ - Contract Total \$ 1,493,368.05									Total Billed	\$ 163,658.82	Total This Bill	\$ 127,933.82
Total Billing: \$ 127,933.82 Total Ret: \$ (12,793.38) Total Inv: \$ 115,140.44									Prev. Billed	\$ 35,725.00	Retention	\$ (12,793.38)
									Total Prev.	\$ 32,152.50	Total This Inv.	\$ 115,140.44

RECEIVED MAR 07 2007

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Quail Creek Water	178	3/30/07	\$2,898.36
Quail Creek Water	217	2/28/07	\$1,937.35
Quail Creek Water	220	1/31/07	\$52.38
Quail Creek Water Total			\$4,888.09

South Boundary Road (Public Arterial)

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

669

2,898.36

Please Refer to Address Below

100 / 26 856
QUAIL CREEK DEVELOPMENT
QUAIL CROSSING & STONEHOUSE SN12506979
GREEN VALLEY AZ 85614

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

CFD

|||||

Statement date: 3/30/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date 3/30/2007	Billing Period 2/20/2007 - 3/20/2007	Delinquent Date 4/20/2007
Service Address QUAIL CROSSING & STONEHOUSE S GREEN VALLEY AZ 85614	Class of Service Commercial	Account Number 669

Prior meter reading	22558900	
Current meter reading	23507800	
Consumption	948900	
Number of days	28	
Previous balance		.00
Regulatory assessment		3.84
Super fund charge		6.17
Sales tax		216.43
Water, Commercial		<u>2,671.92</u>
		2,898.36

*** Please pay this amount

JCF
RECEIVED MAR 30 2007

348015.1730.1205
MARCH CONST. WATER

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 04/19/2007.

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

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

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

669

1,937.35

100 / 26 856
QUAIL CREEK DEVELOPMENT
QUAIL CROSSING & STONEHOUSE SN12506979
GREEN VALLEY AZ 85614

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

CFD

|||||

Statement date: 2/28/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

2/28/2007

1/23/2007 - 2/20/2007

3/20/2007

QUAIL CROSSING & STONEHOUSE S
GREEN VALLEY AZ 85614

Commercial

669

Quail Creek Parkway

Prior meter reading 21926400
Current meter reading 22558900
Consumption 632500
Number of days 28

Previous balance .00
Regulatory assessment 2.57
Super fund charge 4.11
Sales tax 144.67
Water, Commercial 1,786.00

*** Please pay this amount

1,937.35

*348015.1730.1205
FEBRUARY WATER USE*

RECEIVED FEB 28 2007

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

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

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

0220

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

669

AMOUNT DUE
52.38

Please Remit To Address Below:

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21 SN12506979
GREEN VALLEY AZ 85614

856

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

CFD QCPkey



Statement date: 1/31/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date 1/31/2007	12/19/2006 - 1/23/2007	Delinquent Date 2/20/2007
Service Address UNIT 20/21 SN12506979 GREEN VALLEY AZ 85614	Class of Service Commercial	Account Number 669
Prior meter reading	21914500	
Current meter reading	21926400	
Consumption	11900	
Number of days	35	
Previous balance		.00
Regulatory assessment		.07
Super fund charge		.08
Sales tax		3.91
Water, Commercial		48.32
*** Please pay this amount		52.38
<i>348015.1730.1205</i>		
<i>CONSTRUCTION WATER</i>		
RECEIVED JAN 29 2007 <i>JEF</i>		
TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 02/19/2007.		
Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!		
For questions or service, please call customer service at: 520-825-3423 Quail Creek Water Company		

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Territorial Newspapers	4102438	11/10/06	\$42.66
Territorial Newspapers Total			\$42.66

South Boundary Road (Public Arterial)

Advertising Receipt

Territorial Newspapers, Inc.
THE DAILY TERRITORIAL
POB 27087 - Tucson, AZ 85726

Phone: (520) 294-1200
Fax: (520) 295-4076

Robson Ranch Arizona Construct
Thomas Fetterly
904 N Quail View Loop
Green Valley , AZ 85614

Acct #: 04102438
Ad #: 00020340
Phone: (520) 393-5810
Date: 11/10/2006
Ad taker: OT **Salesperson:**

Sort Line: 11/15 prqcparkway

Classification: 100

Description	Start	Stop	Ins.	Cost/Day	Total
01 The Daily Territorial	11/15/2006	11/22/2006	4	9.54	42.66
Aff Aff of Publication					4.50
Ret Return Aff to Customer					0.00

Ad Text:

BID NOTICE
ROBSON RANCH ARIZONA
CONSTRUCTION CO.
RRACC, for the Quail Creek Community Facilities District, will receive bids
for Quail Creek Parkway. Materials for the 1.2-mile roadway will be
available at the Land Development Office, 904 N. Quail View Loop, Green
Valley, AZ, 85614. Bids are due at the above location by 11 am December
7. Questions will be addressed by Tom Fetterly 520-393-5816.
JBLISH: The Daily Territorial
November 15, 17, 20, 22, 2006
prqcparkway o.t

Payment Reference:

Thomas Fetterly CC NO. 1485 02/07
-42.66 Auth:

Total: 42.66
Tax: 0.00
Net: 42.66
Prepaid: -42.66
Total Due 0.00

328015

RECEIVED NOV 27 2006

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Audrey Smith, being first duly sworn, deposes and says that (s)he is the **Legal Advertising Manager** of **THE DAILY TERRITORIAL**, a daily newspaper printed and published in the County of Pima, State of Arizona, and of general circulation in the City of Tucson, County of Pima, State of Arizona and elsewhere, and the hereto attached:

BID NOTICE
BIDS DUE DECEMBER 7, 2006 @ 11 AM
QUAIL CREEK PARKWAY

was printed and published correctly in the regular and entire issue of said **THE DAILY TERRITORIAL** for 4 issues; that was first made on the 15th day of November 2006 and the last publication thereof was made on the 22nd day of November 2006 ; that said publication was made on each of the following dates, to-wit:

- 11/15/06
- 11/17/06
- 11/20/06
- 11/22/06

at the Request of: Robson Ranch Arizona Construction Company

by *Audrey Smith*, Legal Advertising Manager
Subscribed and sworn to before me this 22nd day of November 2006 .



JAMIE C. MACIAS
Notary Public - Arizona
Pima County
Expires 02/04/08

Jamie C. Macias
Notary Public in and for the County of Pima, State of Arizona

My commission expires: 2-4-08

**BID NOTICE
ROBSON RANCH ARIZONA
CONSTRUCTION CO.**

RRACC, for the Quail Creek Community Facilities District, will receive bids for Quail Creek Parkway. Materials for the 1.2-mile roadway will be available at the Planning and Development Office, 904 N. View Loop, Green Valley, AZ.

Bids are due at the above location by 11 am December 7. Questions will be addressed by Tom Fetterly 520-393-5816.

PUBLISH: The Daily Territorial
November 15, 17, 20, 22, 2006
prccparkway o.t

Quail Creek Community Facilities District

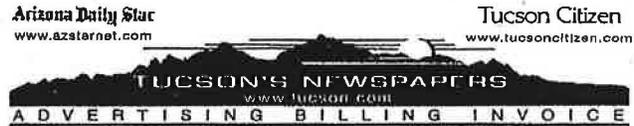
Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Tucson Newspapers	M328521686101	11/24/06	\$115.00
Tucson Newspapers Total			\$115.00

South Boundary Road (Public Arterial)



Account Number
5203935810ROBS
Invoice #
M328521686101
Statement Date
11/24/06

=====

Make Checks Payable To

Tucson Newspapers
Customer Accounting Services
PO Box 2155
Phoenix, AZ 85001-2155

ROBSON RANCH ARIZONA CONSTRUCT
ATTN: TRACI HALL
904 N. QUAIL VIEW LOOP
GREEN VALLEY, AZ US 85614

For Billing Info
In Tucson call: 520 573-4261
Out of Tucson call: 800 677-3554

Please Pay This Amount
\$ 115.00

DUE UPON RECEIPT

AD CHARGES

Pub Date	Description	Class Category	Class	Units	Times Run	Billed Units	Rate	Amount
	Robson Ranch Arizona Construction			Lines				
11/15	T-Tucson Classifieds - Daily	Legals	918	20.00	1	20	1.40	28.00
11/17	T-Tucson Classifieds - Daily	Legals	918	20.00	1	20	1.40	28.00
11/22	T-Tucson Classifieds - Daily	Legals	918	20.00	1	20	1.40	28.00
11/24	T-Tucson Classifieds - Daily	Legals	918	20.00	1	20	1.40	28.00
	Material Charge				1			3.00
	Online Posting				1			0.00
Total Invoice Charges								115.00
Total Amount Due								115.00

3360230. 8415. 180
CPC PKWY AD

RECEIVED DEC 08 2006 *[Signature]*

TO ENSURE PROPER CREDIT RETURN BOTTOM PORTION OF THIS BILL WITH YOUR PAYMENT

Customer Name ROBSON RANCH ARIZONA CONSTRUCT	Statement Date 11/24/06	Statement # 10441757	Account Number 5203935810ROBS
--------------------------------------------------------	-----------------------------------	--------------------------------	-----------------------------------------

Credit Card Payment Options	
Credit Card Number [] MasterCard [] Visa [] Discover	
<input type="text"/>	<input type="text"/>
Signature: _____	Exp Date (mm-yy)

Make Checks Payable To

Tucson Newspapers
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Robson Ranch Arizona Construction Co.
RRACC, for the Quail Creek Community Facilities District, will receive bids for Quail Creek Parkway. Materials for the 1.2-mile roadway will be available at the Land Development Office, 904 N. Quail View Loop, Green Valley, AZ, 85614. Bids are due at the above location by 11am December 7. Questions will be addressed by Tom Fetterly 520-393-5816. Publish November 15, 17, 22, and 24, 2006 The Arizona Daily Star Tucson Citizen

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Town of Sahuarita	Check Request	10/25/06	\$475.00
Town of Sahuarita Total			\$475.00

South Boundary Road (Public Arterial)

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Westland Resources, Inc.	47741001	2/16/07	\$4,245.00
Westland Resources, Inc. Total			\$4,245.00

South Boundary Road (Public Arterial)

WestLand Resources, Inc.
Engineering and Environmental Consultants
 2343 E. Broadway Blvd., Suite 202, Tucson, AZ 85719
 Phone: 520.206.9585/Fax: 520.206.9518
 www.WestLandResources.com

Invoice Amount: \$ 4,245.00

Invoice To: Robson Ranch Quail Creek LLC
 9666 E. Riggs Road, Suite 118
 Sun Lakes, AZ 85248
 Attention: Mr. Tom Fetterly

Invoice Date: February 16, 2007
 Invoice Number: 47741001
 Period Ending: 1/26/2007
 Payment Terms: Due Upon Receipt

Project Name: Quail Creek Pima Pineapple Cactus Survey

Campbell & QC Pkwy WEST END

WRI Project No.: 0477.41

WestLand conducted 100% depletion surveys for PPC on new road alignment on western boundary of property. Additionally, WestLand staff transplanted one PPC during this billing period.

Task 0342- Pima Pineapple Cactus Survey (PPC)

Labor:

Principal Consultant	1.00 hrs	\$130.00/hr	130.00
Scientist/Env. Planner 4	2.50 hrs	\$85.00/hr	212.50
Scientist/Env. Planner 3	6.00 hrs	\$77.00/hr	462.00
Project Administrator 3	0.25 hrs	\$77.00/hr	19.25
Cartographer/GIS Spec. 4	1.25 hrs	\$69.00/hr	86.25
Scientist/Env. Planner 1	16.00 hrs	\$63.00/hr	1,008.00
Field/Research Tech. 3	32.00 hrs	\$52.00/hr	1,664.00
Field/Research Tech. 2	12.00 hrs	\$47.00/hr	564.00

Subtotal: \$4,146.00

Expenses:

Vehicle Expenses

\$99.00

Subtotal: \$99.00

Billing Group Subtotal \$4,245.00

Billing Group Total \$4,245.00

Total This Billing: \$4,245.00



*335001.1730.1180
 PPC for PH 2*

*RE
 328013/*

Submitted By: _____

[Signature]

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Sales Tax	Costs thru 3/31/07		\$5,820.13
Sales Tax Total			\$5,820.13

South Boundary Road (Public Arterial)

Quail Creek Community Facilities District

Progress Payment Submittal

South Boundary Road (Public Arterial)

CFD ID # 3

Vendor	Invoice #	Date	Amount
Overhead	Costs thru 3/31/07		\$249.13
Overhead	Costs thru 3/31/07		\$0.00
Overhead Total			\$249.13

South Boundary Road (Public Arterial)



December 15, 2006

Mr. Paul McGill
O'Leary Construction
3262 E. 44th Street
Tucson, AZ 85713-5243

RE: Notice to Proceed-Quail Creek Parkway

Dear Paul,

This letter is your Notice to Proceed on Quail Creek Parkway as a Quail Creek Community Facilities District project. Please contact me at 393-5810 so that we may discuss the project schedule and details.

Very truly yours,

Tom Fetterly
Project Manager



Robson Communities

Master-Planned Resort Living For Active Adults

February 8, 2007

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

Re: Quail Creek Parkway Improvements (Town of Sahuarita CFD Project)

Dear Mr. McGill:

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

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

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

Very truly yours,

Kenneth A. Marks
Vice President Land Development

Encl.
KAM/sw

cc: Tom Fetterly, w/encl.

J:\Susan\Contracts\Quail Creek\Executed Contract Letters\QC Pkwy Improvements TOS CFD-O'Leary.doc

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of DECEMBER 20, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION INC. ("Subcontractor"), for construction of that certain QUAIL CREEK PARKWAY IMPROVEMENTS, A TOWN OF SAHUARITA CFD PROJECT (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.

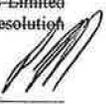
(d) Subcontractor shall not have recourse, directly or indirectly, to the Town of Sahuarita or the Quail Creek Community Facilities District for the payment of any costs.

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 "D"	Payment Schedule
Exhibit "E-1"	Form of Progress Payment Conditional Lien Waiver
Exhibit "E-2"	Form of Progress Payment Unconditional Lien Waiver
Exhibit "E-3"	Form of Final Payment Conditional Lien Waiver
Exhibit "E-4"	Form of Final Payment Unconditional Lien Waiver
Exhibit "F"	Bid and Construction Requirements Letter
Addendum "1"	Insurance Requirements
	Bid Proposal
	Tax Exempt Certificate

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

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

37. Termination.

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

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

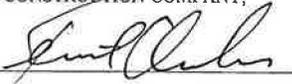
*The word "goods" excludes subcontractors' equipment and personal property of any kind.

38. Represented by Counsel. Subcontractor has had the opportunity to review, understand and negotiate this Subcontract and to be represented by its own independent legal counsel with respect to the same.
39. Headings and Capitalized Terms. The headings and capitalized terms contained in this Subcontract are for convenience of reference only and shall not, in any way, limit or otherwise affect the meaning or interpretation of this Subcontract.
40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.
41. Counterparts. This Subcontract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one contract. A signed facsimile copy of this Subcontract shall have the same, binding effect as a signed original.
42. Time is of the Essence. TIME AND FAITHFUL PERFORMANCE OF ALL PROVISIONS HEREOF ARE OF THE ESSENCE OF THIS CONTRACT.

CONTRACTOR

ROBSON RANCH ARIZONA CONSTRUCTION COMPANY,
an Arizona corporation

By: _____



Kenneth A. Marks
Its: VicePresident, Land Development

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

Phone: 520-895-0799

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

SUBCONTRACTOR

O'LEARY CONSTRUCTION INC

By: _____



Paul McGill
Its: Vice President

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

Phone: 520-798-3220

Contact: Paul McGill

License # 088917A

Exhibit "A"

Plans By B & R Engineering

1. Preliminary Quail Creek Community Facilities District Project, Quail Creek Parkway, Public Roadway and Sewer Plans, Job # 988015, dated 7/06.
2. No Dry Utility Plans available at time of bid.

CONTRACT# Leary Construction Inc. PROJECT: Quail Creek Parkway LICENSE # 088977A
 3262 E. 44th Street INVOICE # INV DATE: EMP I.D. #
 TUCSON, AZ 85713 INV THRU: BUSINESS TYPE: CORPORATION

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348015	Ret	1730	1	\$	Earth Work	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret	1205		\$	Mobilization	12	LS	\$ 1,500.00	\$ 18,000.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Clear & Grub	25486	Ac	\$ 0.65	\$ 16,665.90	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Pre Compact Fill Areas	50713	CY	\$ 3.30	\$ 167,352.90	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Site Excavation / Fill	1	LS	\$ 11,800.00	\$ 11,800.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Grade earthen Swales	-10%		\$ 216,718.80			\$ 0		\$ 0		\$ 0
	Ret			\$	Grading/Retention Held						\$ 0		\$ 0		\$ 0
	Ret			\$	Grading Retention Paid						\$ 0		\$ 0		\$ 0
348015	Ret	1730	2	\$	Drainage Labor	1	LS	\$ 2,000.00	\$ 2,000.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Mobilization	255	LF	\$ 29.10	\$ 7,420.50	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	2' x 1' Cut Off Wall	1225	LF	\$ 81.20	\$ 99,470.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	12" Thick Dumped Rip Rap	1130	SY	\$ 25.10	\$ 28,363.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	16" Thick Dumped Rip Rap	1050	SY	\$ 34.30	\$ 36,015.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	18" Thick Dumped Rip Rap	105	SY	\$ 39.95	\$ 4,194.75	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	24" Thick Dumped Rip Rap	645	SY	\$ 49.60	\$ 31,992.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Grouted Rip Rap	340	SY	\$ 66.15	\$ 22,491.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	36" CMP Labor	276	LF	\$ 95.10	\$ 26,247.60	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	30" CMP Labor	236	LF	\$ 79.95	\$ 18,868.20	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Headwalls	6	Ea.	\$ 9,705.00	\$ 58,230.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Drain Retention Held	-10%		\$ 335,292.05			\$ 0		\$ 0		\$ 0
	Ret			\$	Drain Retention Paid						\$ 0		\$ 0		\$ 0
348015	Ret	1730	3	\$	Drainage Material	276	LF	\$	\$	354	\$ 354	0	\$ 0	0	\$ 0
	Ret			\$	36" CMP Labor	236	LF	\$	\$	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	30" CMP Labor	-10%		\$	\$	0	\$ 0	0	\$ 0	0	\$ 0
348015	Ret	1730	4	\$	Curb / Concrete	12960	LF	\$ 12.70	\$ 164,846.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Vertical Curb	357	LF	\$ 30.00	\$ 10,710.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Handrail	25	Ea	\$ 4,735.00	\$ 118,375.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Stoppers	25960	SF	\$ 3.60	\$ 93,456.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Sidewalk	-10%		\$ 387,387.00			\$ 0		\$ 0		\$ 0
	Ret			\$	Concrete Retention Held						\$ 0		\$ 0		\$ 0
	Ret			\$	Concrete Retention Paid						\$ 0		\$ 0		\$ 0
348015	Ret	1730	5	\$	Paving	1	LS	\$ 2,000.00	\$ 2,000.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Mobilization	26491	SY	\$ 1.65	\$ 43,710.15	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Subgrade Prep	26491	SY	\$ 5.60	\$ 148,349.60	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	6" ABC	26491	SY	\$ 12.95	\$ 343,058.45	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	3" Asphalt	11	Ea	\$ 195.00	\$ 2,145.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	Survey Monuments	-10%		\$ 539,263.20			\$ 0		\$ 0		\$ 0
	Ret			\$	Paving Retention Held						\$ 0		\$ 0		\$ 0
	Ret			\$	Paving Retention Paid						\$ 0		\$ 0		\$ 0
348015	Ret	1730	6	\$	Construction Water Pipe	2500	LF	\$ 5.89	\$ 14,725.00	0	\$ 0	0	\$ 0	0	\$ 0
	Ret			\$	6" Temporary Water Pipe	-10%		\$ 14,725.00			\$ 0		\$ 0		\$ 0
	Ret			\$	Const Water Retention Held						\$ 0		\$ 0		\$ 0
	Ret			\$	Const Water Retention Paid						\$ 0		\$ 0		\$ 0
	Ret			\$	Retention Held	-10%		\$			\$ 0		\$ 0		\$ 0
	Ret			\$	Retention Paid						\$ 0		\$ 0		\$ 0
	Ret			\$	Retention Held	-10%		\$			\$ 0		\$ 0		\$ 0
	Ret			\$	Retention Paid						\$ 0		\$ 0		\$ 0

Exhibit "D"

CONTRACTOR PAY SCHEDULE FOR 2006 - MONTHLY

WORK COMPLETED THROUGH	INVOICES RECEIVED BY	CHECKS AVAILABLE BY
---------------------------------------	-------------------------------------	------------------------------------

GL DATE

1/31/06	2/6/06	2/20/06
2/28/06	3/6/06	3/20/06
3/31/06	4/6/06	4/24/06
4/30/06	5/5/06	5/22/06
5/31/06	6/6/06	6/19/06
6/30/06	7/7/06	7/24/06
7/31/06	8/4/06	8/21/06
8/31/06	9/7/06	9/25/06
9/30/06	10/5/06	10/23/06
10/31/06	11/7/06	11/20/06
11/30/06	12/6/06	12/18/06
12/31/06	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 _____
in the sum of \$ _____ payable to _____
(Amount of Check) (Maker of the check)
(Payee of Payees of check)

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

to the following extent. This release covers a progress payment for all labor, services, equipment 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

(Person with whom undersigned contracted)

on the job of

(Contractor)

located at

(Job Description)

and does hereby waive and release

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 Quail Creek Parkway

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~~ 5-15-07. "Any price increase after 5-15-07 will be for material only (back up will be required)".
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items", "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the subcontractor.
13. Subcontractor shall not backfill trenches until the Contractor's engineer has obtained as-builts in the areas such as, but not limited to, street crossings, other conflict areas and/or any requirements of the governing agencies.
14. Copies of all bonds, to be provided as part of bid, will be held by owner together with name and address of bond agent.
15. Provide numbers of all applicable government licenses necessary for this project.
16. The Subcontractor's Federal Employer Identification Number or Social Security Number, for all unincorporated contractors, must be on file with the Contractor's office.

General "Grading" Specifications:

1. Include all demolition, clearing and grubbing in bids. Include any required haul off. No debris is to be left on site.
2. Adhere to all grading requirements from soils engineer.

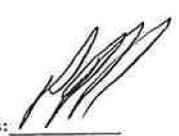
Subcontractor's Initials: 

EXHIBIT "F"
Bid/Construction Requirements Quail Creek Parkway

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

General "Drainage" Specifications:

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

Underground "Utility" Trenching Specifications:

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

General "Concrete" Specifications:

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

Subcontractor's Initials: 

EXHIBIT "F"
Bid/Construction Requirements Quail Creek Parkway

General "Paving" Specifications:

1. Include all adjustments of manholes, cleanouts, water valves, etc. as required after Paving is completed, regardless of location.
2. Include all Signs and Stop signs, Sign Posts set in **concrete**, Fire Hydrant Markers, Monuments and etc. Survey monuments are to be set in an 8" core through asphalt.
3. All clean up will be completed before final city inspection.
4. Subcontractor will be responsible for making sure no damage was created to the sewer, water, utility system, or curb during this construction. This includes dirt in the sewer lines.
5. Water valves and sewer cleanouts/manholes shall be adjusted to finish grade whether or not they are in the pavement area.

Miscellaneous:

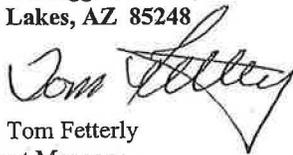
1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

1-5-07 JCF

Construction to begin approximately: ~~12/19/06~~

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

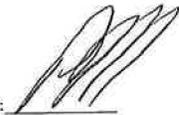


By: Tom Fetterly
Project Manager
Robson Ranch Arizona Construction Co.

Subcontractor:

By: 

Title: VICE PRESIDENT
(Principle or Authorized Agent)

Subcontractor's Initials: 

ADDENDUM "1"

INSURANCE REQUIREMENTS OF SUBCONTRACTOR

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

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

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

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

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

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

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

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

SCHEDULE OF VALUES & ROUGH QUANTITIES
QUAIL CREEK PARKWAY
QUAIL CREEK

ITEM	QUANTITY	UNIT	UNIT COST	EXTENSION	TOTAL COST	
EARTHWORK						
Mobilization	Lump Sum		\$ 3,000.00	\$ 3,000.00	\$ 216,719.00	
Clear & Grub	12 acres		\$ 1,500.00	\$ 18,000.00		
Pre-compact fill areas	25486 sy		\$ 0.65	\$ 16,566.00		
Site excavation/cut	50713 cy		\$ 3.30	\$ 167,353.00		
Grade Earthen Swales	Lump Sum		\$ 11,800.00	\$ 11,800.00		
CONCRETE/DRAINAGE						
Mobilization	Lump Sum		\$ 2,000.00	\$ 2,000.00	\$ 722,680.00	
Vertical Curb	12980 ft		\$ 12.70	\$ 164,846.00		
2' x 1' COW	255 ft		\$ 29.10	\$ 7,421.00		
8' x 1" COW	1225 ft		\$ 81.20	\$ 99,470.00		
12" Thick Dumped Rip Rap	1130 sy		\$ 25.10	\$ 28,363.00		
16" Thick Dumped Rip Rap	1050 sy		\$ 34.30	\$ 36,015.00		
18" Thick Dumped Rip Rap	105 sy		\$ 39.95	\$ 4,195.00		
24" Thick Dumped Rip Rap	645 sy		\$ 49.60	\$ 31,992.00		
Grouted Rip Rap	340 sy		\$ 66.15	\$ 22,491.00		
Handrail	357 ft		\$ 30.00	\$ 10,710.00		
36" CMP 14 Gauge	276 ft		\$ 95.10	\$ 26,248.00		
30" CMP 14 Gauge	236 ft		\$ 79.95	\$ 18,868.00		
Headwalls	6 ea		\$ 9,705.00	\$ 58,230.00		
Scuppers	25 ea		\$ 4,735.00	\$ 118,375.00		
Common Area Sidewalk	25960 sf		\$ 3.60	\$ 93,456.00		
PAVING						
Mobilization	Lump Sum		\$ 2,000.00	\$ 2,000.00		\$ 539,263.00
Subgrade Prep	26491 sy		\$ 1.65	\$ 43,710.00		
6" ABC	26491 sy		\$ 5.60	\$ 148,350.00		
3" Asphalt	26491 sy		\$ 12.95	\$ 343,058.00		
Survey Monuments	11 ea		\$ 195.00	\$ 2,145.00		
CONSTRUCTION WATER PIPE (6")	2500 ft		\$ 5.89	\$ 14,725.00	\$ 14,725.00	

SUB-TOTAL BASE BID \$ 1,493,387.00

Please Initial: 
O'LEARY CONSTRUCTION, INC.

Please Initial: _____
ROBSON RANCH AZ CONSTRUCTION CC

EXCLUSIONS

- | | |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1) Bond (available upon request) | 14) Import, export or handling thereof (see clauses) |
| 2) Tax | 15) Bridges, excavation for, backfill of and any related work |
| 3) Permits & Fees (See Clauses) | 16) Prime coat |
| 4) Surveying | 17) Asbuills |
| 5) Testing | 18) Planter backfill |
| 6) Barricades | 19) More than one mob per each phase of work (3 # of mobs) |
| 7) Structural ex or backfill of other subs work | 20) Handling hazardous material or waste |
| 8) Finé or landscape grading | 21) Handling unforeseen conditions or obstructions |
| 9) Over ex | 22) Handling items to be salvaged |
| 10) Demo | 23) Handling other subs spoil, debris or patching |
| 11) Hydro-seeding / revegation | 24) Any re-grading after initial earthwork |
| 12) Striping & signs | 25) Relocation of existing utility lines or conflicts with |
| 13) Storm water pollution prevention installation, maintenance & Inspections (See Clauses) | 26) Any items not specifically mentioned in inclusions |

CLAUSES:

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. reserves the right to perform test excavation before acceptance of this proposal if so desired.
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) This proposal back charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before execution of said work by others.
- 6) Stockpile excess material generated from work immediately adjacent to this project.
- 7) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 8) If at the time of construction, material & fuel costs increase due to the volatile market, such increases will be added to the contract value, plus 10%.
- 9) All onsite materials useable in fills without screening, sizing or blending.
- 10) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 11) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 12) Proposal based on the following plans only unapproved roadway plans.

TERMS:

- 1) Invoiced on the 25th projected to the 30th, due in 30 days.

RETENTION:

- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.
- 2) Retention will not be held if delays are caused by others.

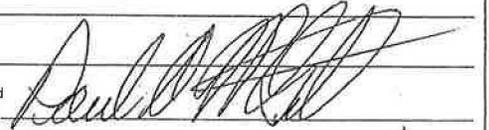
~~The Proposer~~ hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

ONE MILLION, FOUR HUNDRED NINETY THREE THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND ⁰⁰/₁₀₀ \$ 1,493,387.00

Payment to be made as follows:

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

Authorized Signature



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

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

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please initial and complete one of the following:

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

Transaction Privilege Lic. # _____

Taxpayer I.D. # _____

AZ Contractor's Lic. # _____

OR:

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

Total cost including tax \$ _____



Arizona Department of Revenue
Prime Contractor's Certificate

ARIZONA FORM 5005

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

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

B. Subcontractor
* NAME: O'LEARY CONSTRUCTION INC.
* ADDRESS: 3262 E. 44th STREET
TUCSON, AZ 85713-5243
* TRANSACTION PRIVILEGE LICENSE #:
AZ Contractor License #: 088917 A
Telephone #: 520-798-3220

C. Type of Certificate (check one and provide requested information)
[] Single Project Certificate
PROJECT DESCRIPTION
** (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)
OR
[] Blanket Certificate (check applicable box and fill in requested information).
[] Period From: Through:
[] Until revoked
[] Specific Exceptions:

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

Signature of Thomas Fetterly
PROJECT MANAGER LAND DEVELOPMENT
TITLE

THOMAS FETTERLY
PRINT NAME
DATE SIGNED

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID HS OLEAR-2	DATE (MM/DD/YYYY) 01/11/07
PRODUCER Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: USF INSURANCE CO	
		INSURER B: Colorado Casualty Ins Co	
		INSURER C: FEDERAL INSURANCE COMPANY	20281
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	INSR CD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	FRB12850	09/01/06	09/01/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000
		<input 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
B	X	Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07	PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
		WORKMENS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
C		Scheduled Equip	6635645	09/01/06	09/01/07	Sched Lim Repl Cost
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Limit \$250,000

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

- See attached addendum -

RE: Job #1701, Quail Crossing Parkway; Quail Creek Crossing Blvd & Stone House Trail. T183-R14E-Sec 7

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

CERTIFICATE HOLDER Robson Ranch Arizona Construction Co 2175 E Quail Crossing Blvd. Green Valley, AZ 85614	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> 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 
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

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

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

DISCLAIMER

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

NOTEPAD:	HOLDER CODE	ROSS-2	CLEAR-2	PAGE 3
	INSURED'S NAME	O'Leary Construction, Inc.	OP ID HS	DATE 01/14/07

Certificate Holder and Town of Sahuarita, Box 879, Sahuarita, AZ 85629 and Quail Creek Community Facilities District, 725 W Via Rancho Sahuarita, Bldg #3, Sahuarita, AZ 85629 are named Additional Insured to General Liability coverage, if required by written contract, subject to all policy terms, conditions, definitions and exclusions. RE: Job #1701, Quail Crossing Parkway; Quail Creek Crossing Blvd & Stone House Trail. T18S-R14E-Sec 7.

O'LEARY CONSTRUCTION, INC.

3202 E. 44 TH STREET
TUCSON, AZ 85713
(520) 798-3220 FAX (520) 798-0740
LICENSE #088917 A

January 2, 2007

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

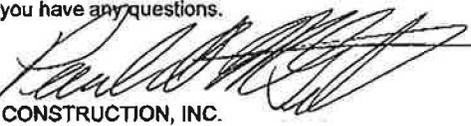
Re: Quail Creek Parkway

Dear Tom:

As you requested the following is the cost of pipe material and labor split into separate categories for 36" and 30" CMP.

<u>Item</u>	<u>Labor & Equip.</u>	<u>Pipe Material</u>	<u>Total</u>
36" CMP	\$ 54.08	\$ 41.02	\$ 95.10/ft
30" CMP	\$ 47.55	\$ 32.40	\$ 79.95/ft

Call me if you have any questions.

Sincerely, 
O'LEARY CONSTRUCTION, INC.

Paul McGill
Vice President

PM/gw



Certificate of Insurance

Certificate Mailed To:

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

Name of Insured:

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

Date Issued: 01/12/2007
Certificate Number: 45
Policy Number: 138085
Origin Date: 09/23/1982
Expiration Date: 10/01/2007
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

Job #1701 Quail Creek Crossing Parkway
Quail Creek Crossing Blvd & Stone House Trail
T18s - R14E - Sec7
Grading

Job Number: 1701**Location:**

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

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

Certificate Issued To:

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

Authorized Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS
OLEAR-2

DATE (MM/DD/YYYY)
01/11/07

PRODUCER		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.	
[t & Touche' Inc - Tucson P. . Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245		INSURERS AFFORDING COVERAGE	
INSURED		INSURER A: USF INSURANCE CO	NAIC #
O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713		INSURER B: Colorado Casualty Ins Co	
		INSURER C: FEDERAL INSURANCE COMPANY	20281
		INSURER D:	
		INSURER E:	

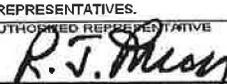
COVERAGES

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

INSR ADDL TR	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"/> PRO-JECT <input type="checkbox"/> LOC	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B		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	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
1		<input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W/ STATE-TORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE --POLICY LIMIT	\$
C		Scheduled Equip	6635645	09/01/06	09/01/07	Sched Lim	Repl Cost
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Limit	\$250,000

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

- See attached addendum -
 RE: Job #1701, Quail Crossing Parkway; Quail Creek Crossing Blvd & Stone House Trail. T18S-R14E-Sec 7
 Except 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER	CANCELLATION
ROBSON-2 Robson Ranch Arizona Construction Co 2175 E Quail Crossing Blvd. Green Valley, AZ 85614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

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

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

DISCLAIMER

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

NOTEPAD:	HOLDER CODE	ROBSO-2	CLEAR-2	PAGE	3
	INSURED'S NAME	O'Leary Construction, Inc.	OP ID: HS	DATE	01/11/07

Certificate Holder and Town of Sahuarita, Box 879, Sahuarita, AZ 85629 and
(1 Creek Community Facilities District, 725 W Via Rancho Sahuarita,
L , #3, Sahuarita, AZ 85629 are named Additional Insured to General
Liability coverage, if required by written contract, subject to all policy
terms, conditions, definitions and exclusions. RE: Job #1701, Quail
Crossing Parkway; Quail Creek Crossing Blvd & Stone House Trail.
T18S-R14E-Sec 7.



12/15/06

AMB Construction LLC
Doug Morrill
1511 W. Stone Mound Dr.
Marana, AZ 85653

RE: Quail Creek Parkway

Sir,

Thank you for your recent bid on Quail Creek Parkway. We had 7 responses and received 3 bids. I wish to inform you that O'Leary Construction Inc has been awarded the job.

The bid order low to high was O'leary @ 1,493,387.00, Hunter Contracting Co. @ 1,559,761, and AMB Construction LLC @ 1,613,210.44.

Adjustments were made to the bids for non-bid items and quantity differences, and the order remained the same.

Thank you for your time and interest, we look forward to working with you in the future.

Sincerely,

Tom Fetterly
Project Manager

AMB Construction, LLC.
 11511 W. Stone Mound Dr.
 Marana, AZ 85653
 Phone: (520) 820-4788
 Fax: (520)616-0260

Submitted To: Robson- Quail Creek

Bid Title: Quail Creek Parkway

Address: 9532 E. Riggs Road
 Sun Lakes, AZ 85648-7411

Bid Number:

Contact:

Project Location:

Phone: (480) 895-4288

Engineer/ Architect:

Item No.	Item Description	Estimated Qty	Unit	Unit Price	Total Price
100	Mobilization	1	LS	\$50,000.00	\$50,000.00
110	Clear and Grub	14	Acres	\$1,966.35	\$27,529.04
120	O. G. Compaction	30,000	SY	\$0.58	\$17,400.00
130	Mass Excavation	43,000	CY	\$3.60	\$154,800.00
140	Joint Utility Trench (No Plans)	6,500	LF	\$8.83	\$57,395.00
150	4" DUCT TEP	1	LF	\$6.21	\$6.21
160	J-2 Excavation TEP	1	EA	\$724.50	\$724.50
170	TEP Vaults	1	EA	\$6,210.00	\$6,210.00
180	Compact Trans. Pad	1	EA	\$310.50	\$310.50
190	4" Conduit Qwest Install Only	1	LF	\$6.21	\$6.21
200	Install Qwest Vault	1	EA	\$6,210.00	\$6,210.00
210	4" Sleeve Landscape 18" Deep	1	LF	\$9.32	\$9.32
220	Storm Drains	512	LF	\$53.18	\$27,228.16
230	Dig Spillways and Basins	29,500	SF	\$2.47	\$72,865.00
240	Headwalls	150	LF	\$319.61	\$47,941.50
250	Rip Rap (Grouted and Dump)	29,500	SF	\$9.33	\$275,235.00
260	Cut Curb Grade	13,000	LF	\$1.48	\$19,240.00
270	Place Curb & Side Walk	19,500	LF	\$16.35	\$318,825.00
290	Finish Sub grade	26,500	SY	\$1.38	\$36,570.00
300	Place ABC (9")	26,500	SY	\$8.48	\$224,720.00
310	Place AC (3")	26,500	SY	\$10.11	\$267,915.00
320	Survey Monuments	10	EA	\$207.00	\$2,070.00
				Total Price	\$1,613,210.44

- Notes: * Price excludes: survey, engineering, soil testing, storm water pollution control, bond, over excavation, street striping and signage, import and export, seeding, and any item not in the cost break down.
 * Includes: Labor, Equipment, Materials, air pollution permit, and sales tax.
 * Any increase in material price that is included in this proposal which is beyond our control will be passed onto the owner.
 * Prices are based on a mutually agreeable contract.



12/15/06

Hunter Contracting Co.
Earl Huffman
6930 N. Camino Martin
Tucson, AZ 85741

RE: Quail Creek Parkway

Sir,

Thank you for your recent bid on Quail Creek Parkway. We had 7 responses and received 3 bids. I wish to inform you that O'Leary Construction Inc has been awarded the job.

The bid order low to high was O'leary @ 1,493,387.00, Hunter Contracting Co. @ 1,559,761, and AMB Construction LLC @ 1,613,210.44.

Adjustments were made to the bids for non-bid items and quantity differences, and the order remained the same.

Thank you for your time and interest, we look forward to working with you in the future.

Sincerely,

Tom Fetterly
Project Manager

December 7, 2006



Hunter Contracting Co
6930 N. Camino Martin
Tucson, AZ 85741

Contractors license no
A-070961
B-067542
B-4-023057

Robson Ranch Arizona Construction Company
2175 E Quail Crossing Blvd
Green Valley, Az 85614

Attention: Tom Fetterly

Reference: QUAIL CREEK PARKWAY

Sir;

As per your request, attached herewith please find our revised cost proposal for the above project. This quote is based on the preliminary plans provided to us by, B&R Engineering, dated 7/06.

The unit cost proposal is attached to this formal proposal. The cost for the work is tabulated for the items of work quoted. Please note that this quote is based on the following:

1. Excludes: Permits, Engineering, Survey, Testing, Inspections, Tax, Utility relocations (other than stated), Re-vegetation, Plant Salvage, Landscaping, Irrigation, Blasting and Hard Rock Excavation, Removal/relocations not shown on plans.
2. Prompt notification of award is requested to ensure crew availability and avoid any material price increases.
3. Excess material to be wasted on job.
4. Excludes bridges or backfill of bridges. Excludes clearing.
5. Excludes utility work.

Payment will be made in accordance with the current Prompt Payment Act. If Payment is defaulted, Interest will be added at the rate of 1.5% per month plus court costs, attorney's fees and/or any other collection costs. We will provide Dust Control for our work. We include one mobilization per phase of work. This proposal is valid for twenty-five days from the date of this letter.

We look forward to working with you on this project and continuing to help you meet your goals for this and any upcoming projects. If you have any questions or concerns, please do not hesitate to contact us at your convenience.

Sincerely,
Hunter Contracting Co


J. Earl Huffmon
Estimator

Job Code 06 E 034
Job Description QUAIL CREEK PARKWAY
Job Location QUAIL CREEK
Bid Date 7-Dec-2006

		Proposal			
Pay Item No.	Pay Item Description <i>Subtotal Description</i>	Quantity	Unit of Measure	Unit Price	Total Price
1000	MOBILIZATION	1.00	LS	60,000.00	60,000.00
1001	SWPP	1.00	LS	35,000.00	35,000.00
1002	SAWCUT AC	96.00	LF	2.00	192.00
2000	EXCAVATION TO EMBANKMENT	23,780.00	CY	4.50	107,010.00
2001	EXPORT	25,350.00	CY	4.50	114,075.00
2010	SUBGRADE PREP	25,700.00	SY	1.50	38,550.00
3000	ABC 6"	4,284.00	CY	26.00	111,384.00
3001	AC 3 1/2"	4,952.00	TN	63.50	314,452.00
3020	VERTICAL CURB	12,584.00	LF	13.50	169,884.00
3030	SIDEWALK	25,168.00	SF	4.00	100,672.00
3031	SURVEY MONUMENT	11.00	EA	275.00	3,025.00
4000	SIDEWALK SCUPPER 1 CELL	14.00	EA	3,350.00	46,900.00
4001	SIDEWALK SCUPPER 2 CELL	8.00	EA	4,000.00	32,000.00
4002	SIDEWALK SCUPPER 3 CELL	3.00	EA	5,600.00	16,800.00
4030	30" CMP	234.00	LF	73.00	17,082.00
4036	36" CMP	276.00	LF	85.00	23,460.00
4100	HEADWALL B11.11	2.00	EA	5,600.00	11,200.00
4101	HEADWALL B11.11 MODIFIED	4.00	EA	4,500.00	18,000.00
4110	CUTOFF WALL 1X2	256.00	LF	32.00	8,192.00
4111	CUTOFF WALL 1X8	1,207.00	LF	115.00	138,805.00
4120	GROUTED RIP RAP	52.00	CY	200.00	10,400.00
4130	DUMPED RIP RAP	1,205.00	CY	117.00	140,985.00
4200	HANDRAIL	336.00	LF	23.50	7,896.00
8000	STRIPING	5,988.00	LF	0.25	1,497.00
8100	TRAFFIC CONTROL	1.00	LS	2,100.00	2,100.00
9000	PERMITS ALLOWANCE	1.00	LS	17,500.00	17,500.00
3100	PERF/PAY BOND	1.00	LS	12,700.00	12,700.00

GRAND TOTAL: 1,559,761.00

Proposal Certification

Submitted By: J. EARL HUFFMON
HUNTER CONTRACTING CO

Signed: J. Earl Huffmon

Title: ESTIMATOR

Date: 12/7/06



12/15/06

O'Leary Construction Inc.
Paul McGill
3262 E. 44th Street
Tucson, AZ 85713-0740

RE: Quail Creek Parkway

Mr. McGill

Thank you for your recent bid on Quail Creek Parkway. We had 7 responses and received 3 bids. I wish to inform you that O'Leary Construction Inc has been awarded the job.

The bid order low to high was O'leary @ 1,493,387.00, Hunter Contracting Co. @ 1,559,761, and AMB Construction LLC @ 1,613,210.44.

Adjustments were made to the bids for non-bid items and quantity differences, and the order remained the same.

Please call me regarding scheduling and we look forward to working with you.

Sincerely,

Tom Fetterly
Project Manager

Proposal

O'LEARY CONSTRUCTION, INC.

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

PROPOSAL SUBMITTED TO ROBSON RANCH AZ CONSTRUCTION CO		PHONE (520) 393-5800	DATE 12/6/2006
STREET 2175 Quail Crossing Blvd.		JOB NAME Quail Creek Parkway	
CITY, STATE AND ZIP CODE Green Valley, AZ 85614		JOB LOCATION Quail Creek	
Tom Fetterly			

INCLUDES:

1) EARTHWORK: (One Mob, clear & grub areas to be graded, precompaction. Rough grade roads, and swales. Excludes import or export).	\$ 216,719.00
2) CONCRETE / DRAINAGE WORK: (One mob, curb, rip rap, cut off walls, handrail, CMP, headwalls, scuppers and sidewalk).	\$ 722,680.00
3) PAVING: (One mob, subgrade prep, 6" ABC, 6" asphalt, survey monuments).	\$ 539,263.00
4) CONSTRUCTION WATER PIPE	\$ 14,725.00
SUBTOTAL BASE BID:	\$ 1,493,387.00

Please Initial: 
O'LEARY CONSTRUCTION, INC.

Please Initial: _____
ROBSON RANCH AZ CONSTRUCTION CO

SCHEDULE OF VALUES & ROUGH QUANTITIES
QUAIL CREEK PARKWAY
QUAIL CREEK

ITEM	QUANTITY	UNIT	UNIT COST	EXTENSION	TOTAL COST
EARTHWORK					
Mobilization	Lump Sum		\$ 3,000.00	\$ 3,000.00	\$ 216,719.00
Clear & Grub	12 acres		\$ 1,500.00	\$ 18,000.00	
Pre-compact fill areas	25486 sy		\$ 0.65	\$ 16,566.00	
Site excavation/cut	50713 cy		\$ 3.30	\$ 167,353.00	
Grade Earthen Swales	Lump Sum		\$ 11,800.00	\$ 11,800.00	
CONCRETE/DRAINAGE					
Mobilization	Lump Sum		\$ 2,000.00	\$ 2,000.00	\$ 722,680.00
Vertical Curb	12980 ft		\$ 12.70	\$ 164,846.00	
2' x 1' COW	255 ft		\$ 29.10	\$ 7,421.00	
8' x 1" COW	1225 ft		\$ 81.20	\$ 99,470.00	
12" Thick Dumped Rip Rap	1130 sy		\$ 25.10	\$ 28,363.00	
16" Thick Dumped Rip Rap	1050 sy		\$ 34.30	\$ 36,015.00	
18" Thick Dumped Rip Rap	105 sy		\$ 39.95	\$ 4,195.00	
24" Thick Dumped Rip Rap	645 sy		\$ 49.60	\$ 31,992.00	
Grouted Rip Rap	340 sy		\$ 66.15	\$ 22,491.00	
Handrail	357 ft		\$ 30.00	\$ 10,710.00	
36" CMP 14 Gauge	276 ft		\$ 95.10	\$ 26,248.00	
30" CMP 14 Gauge	236 ft		\$ 79.95	\$ 18,868.00	
Headwalls	6 ea		\$ 9,705.00	\$ 58,230.00	
Scuppers	25 ea		\$ 4,735.00	\$ 118,375.00	
Common Area Sidewalk	25960 sf		\$ 3.60	\$ 93,456.00	
PAVING					
Mobilization	Lump Sum		\$ 2,000.00	\$ 2,000.00	\$ 539,263.00
Subgrade Prep	26491 sy		\$ 1.65	\$ 43,710.00	
6" ABC	26491 sy		\$ 5.60	\$ 148,350.00	
3" Asphalt	26491 sy		\$ 12.95	\$ 343,058.00	
Survey Monuments	11 ea		\$ 195.00	\$ 2,145.00	
CONSTRUCTION WATER PIPE (6")	2500 ft		\$ 5.89	\$ 14,725.00	\$ 14,725.00

SUB-TOTAL BASE BID \$ 1,493,387.00

Please Initial: 
O'LEARY CONSTRUCTION, INC.

Please Initial: _____
ROBSON RANCH AZ CONSTRUCTION CC

EXCLUSIONS

- | | |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1) Bond (available upon request) | 14) Import, export or handling thereof (see clauses) |
| 2) Tax | 15) Bridges, excavation for, backfill of and any related work |
| 3) Permits & Fees (See Clauses) | 16) Prime coat |
| 4) Surveying | 17) Asbuilts |
| 5) Testing | 18) Planter backfill |
| 6) Barricades | 19) More than one mob per each phase of work (3 # of mobs) |
| 7) Structural ex or backfill of other subs work | 20) Handling hazardous material or waste |
| 8) Fine or landscape grading | 21) Handling unforeseen conditions or obstructions |
| 9) Over ex | 22) Handling items to be salvaged |
| 10) Demo | 23) Handling other subs spoil, debris or patching |
| 11) Hydro-seeding / revegetation | 24) Any re-grading after initial earthwork |
| 12) Striping & signs | 25) Relocation of existing utility lines or conflicts with |
| 13) Storm water pollution prevention installation, maintenance & inspections (See Clauses) | 26) Any items not specifically mentioned in inclusions |

CLAUSES:

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. reserves the right to perform test excavation before acceptance of this proposal if so desired.
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) This proposal back charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before execution of said work by others.
- 6) Stockpile excess material generated from work immediately adjacent to this project.
- 7) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 8) If at the time of construction, material & fuel costs increase due to the volatile market, such increases will be added to the contract value, plus 10%.
- 9) All onsite materials useable in fills without screening, sizing or blending.
- 10) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 11) Owner/Developer is responsible for SWPP permits, Installation, inspection and maintenance.
- 12) Proposal based on the following plans only unapproved roadway plans.

TERMS:

- 1) Invoiced on the 25th projected to the 30th, due in 30 days.

RETENTION:

- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.
- 2) Retention will not be held if delays are caused by others.

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

ONE MILLION, FOUR HUNDRED NINETY THREE THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND NO/100 \$ 1,493,387.00

Payment to be made as follows:

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

Authorized Signature

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

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

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please Initial and complete one of the following:

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

Transaction Privilege Lic. # _____

Taxpayer I.D. # _____

AZ Contractor's Lic. # _____

OR:

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