

When recorded return to:
City Attorney
City of Glendale
5850 W. Glendale Avenue
Suite 450
Glendale, Arizona 85301

DEVELOPMENT AGREEMENT – 61st AVENUE SEWER EXTENSION

This Development Agreement (the “**Agreement**”) is made and entered into as of this 18th day of MARCH 2021, by and between the City of Glendale, an Arizona municipal corporation (the “**City**”), Newmark Homes, LLC, an Arizona limited liability company (“**Newmark**”), and Beau Monde, LLC, an Arizona limited liability company (“**Beau Monde**”). Newmark, Beau Monde and the City are sometimes referred to collectively in the Agreement as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, Newmark and Beau Monde are private developers that separately own properties generally located on 61st Avenue north of Bell Road within Glendale’s boundaries. The Parties have constructed a sewer line as depicted in **Exhibit “A”** that will serve Newmark and Beau Monde’s properties, both of which are residential in nature, and will tap into the City’s sewer main underneath Bell Road and extend a sewer line north underneath 61st Avenue (the “**Sewerline**”); and

WHEREAS, Newmark and Beau Monde wish to memorialize their cost-sharing arrangement following the design and construction of the Sewerline; and

WHEREAS, in consideration of the public infrastructure built by Newmark and Beau Monde, the City will credit the cost of the Sewerline against the development impact fees owed by Newmark and Beau Monde; and

WHEREAS, in order to accomplish all these goals, the Parties wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the City, Newmark and Beau Monde agree as follows:

AGREEMENT

1. Sewerline. The Parties have and will handle the construction of the Sewerline as follows:

(a) Scope of Work. Pursuant to A.R.S. § 34-201.L, as a condition of development of the Property and as authorized by A.R.S. § 9-463.01, the Developer at its cost has designed, constructed or caused to be constructed, and will dedicate to the City (following the City's testing and acceptance of the Sewerline, all of which is in the City's sole discretion) the Sewerline listed and described in Exhibit A to this Agreement, subject to the terms and conditions of this Agreement. The cost of completion of the Sewerline is described in Exhibit B to this Agreement.

(b) Design, Bidding, Construction and Dedication. The Sewerline was designed, bid, constructed and will be dedicated in accordance with applicable laws, including without limitation all laws, rules, ordinances and standards of the City, as well as state and federal laws. The construction documents and bid proposal for the Sewerline are attached to this Agreement as Exhibit C and Exhibit D, respectively.

(c) Sewerline Construction Documents and Permits. Construction documents for the Sewerline were submitted to the City by Newmark, and the City approved such documents. The documents were also submitted to and approved by the Maricopa County Environmental Services Department. The City approved permits related to the construction of the Sewerline.

2. Sewerline Reimbursement. Newmark and Beau Monde understand and acknowledge that the Sewerline is not currently included in any existing capital improvement plans ("CIP") and the City has no plans and no financial means to undertake the actions necessary to complete the Sewerline. Therefore, for and in consideration of the completion of the Sewerline and recognition of the benefits received by the City from the Sewerline, the City will reimburse the actual costs for the Sewerline by and through credits toward all Sewer Development Impact Fees ("SDIFs") that would be charged and assessed upon the housing projects built by Newmark and Beau Monde. The City will apply such credits to the SDIFs that would be charged and assessed upon the housing projects at the time Newmark and Beau Monde pull permits for the water meters for their respective lots. The SDIFs are based on the water meter size (the SDIF associated with a three-quarter inch meter is currently \$1,609 and a one-inch meter is \$2,684), and Newmark and Beau Monde will receive credits for their costs incurred related to the Sewerline. Such credits will in no event exceed the total costs incurred related to the Sewerline, and the total costs and anticipated credits are detailed in Exhibit B. The City's current Community Development Fee Schedule, which became effective May 10, 2019, is attached in relevant part as Exhibit E.

3. Developer Cost Allocation. Upon execution of this agreement, Beau Monde, LLC will deliver a check to Newmark Homes, LLC for the entire amount of \$97,953.61.

4. Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated and made a part of this Agreement.

5. Amendment of the Agreement. This Agreement may be amended or canceled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

6. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. Nothing contained in this Agreement shall be construed to make any non-party to this Agreement a third-party beneficiary of this Agreement.

7. Assignment. Newmark and Beau Monde may not assign their rights and/or obligations under this Agreement (jointly or severally) without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding this provision, Newmark and Beau Monde have the right to assign and/or transfer their rights and obligations under this Agreement to (a) any business entity, company or affiliate that is directly or indirectly owned or controlled by Newmark or Beau Monde, respectively; or (b) any third-party purchaser acquiring all or any part of the respective properties. In the event any of the Parties sell any of the real property associated with the Sewerline or other improvements covered under this Agreement to a third party, the selling Party will ensure that the obligations of this Agreement are fulfilled, either by the selling Party or the third-party purchaser, if necessary.

8. Notices. Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested to the following addresses:

To City:
City of Glendale
Attention: City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

With copy to:
City of Glendale
Attention: City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

To Newmark:
Newmark Homes, LLC
7725 E. Evans Road
Scottsdale, AZ 85260

To Beau Monde:
Beau Monde, LLC
4224 N Craftsman Ct
Scottsdale, AZ 85251

With copy to:
Desert Sol Construction, LLC
22404 N 98th Ave
Peoria, AZ 85383

9. Governing Law. This Agreement is governed by the laws of the State of Arizona.

10. Venue. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties irrevocably waive any right to object to such venue.

11. Conflicts. Newmark and Beau Monde acknowledge this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on the City's behalf is also an employee, agent or consultant of any other Party to this Agreement.

12. Cooperation and Alternative Dispute Resolution.

(a) Representatives. To further the cooperation of the Parties in implementing this Agreement, each Party will designate and appoint a representative to act as a liaison between the City and its various departments and the other Parties. The representatives of each Party will be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

(b) Impasse. The City acknowledges and agrees that it is desirable for the Parties to proceed rapidly with the implementation of this Agreement and the development of the Property. Accordingly, the Parties agree that if at any time any Party believes an impasse has been reached with the City staff on any issue, that Party has the right to immediately appeal to the City's representative for an expedited decision pursuant to this Section. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give the appealing Party a final administrative decision within seven (7) days after the Party's request for an expedited decision.

(c) Mediation. If there is a dispute hereunder which the Parties cannot resolve between, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association (“AAA”) but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between the City and the involved Parties. The matter in dispute shall be submitted to a mediator mutually selected by the involved Party/Parties and the City. If the Party/Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Parties shall request that the Presiding Judge of the Superior Court in and for the County of Maricopa, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years’ experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the City and the involved Parties. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238.

13. Miscellaneous. This Agreement shall be interpreted, applied, and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, as both Parties have been involved in the drafting of its provisions. This Agreement constitutes the entire agreement of the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings, and agreements concerning such matters. No provision of this Agreement may be waived or modified except by an amendment signed by the Party against whom such modification or waiver is sought.

14. Severability. In the event that any phrases, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

15. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters which require either party to review, consent or approve any act or matter herein.

16. Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

17. Term. The term of this Agreement shall commence upon the date the last Party signs this Agreement and shall end at the earlier of (a) three (3) years from the Effective Date; or (b) the date the Agreement is terminated in a writing signed by the Parties or by an order of a court of competent jurisdiction.

18. Lender Consent. No Party shall encumber or take any action to cause its respective property to be encumbered with a lien or encumbrance superior or prior to the terms, covenants

and provisions of this Agreement. If, at the present, or at any other time or times, all or any part of the respective properties of the Parties is or becomes encumbered by a lien or encumbrance superior or prior to the terms, covenants and provisions of this Agreement, then such Party, its successors or assigns, shall either obtain an appropriate consent and subordination from the lienholder or take such action as may be necessary to remove and discharge such prior lien or encumbrance. Without limiting the generality of the foregoing, each Party shall timely pay any and all real property taxes and assessments levied against or allocable to its respective property.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as follows:

CITY OF GLENDALE, ARIZONA,
an Arizona municipal corporation,

Kevin Phelps
City Manager

ATTEST:

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

Newmark Homes, LLC

By: [Signature]
Name: Michael Nicholas
Its: Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

State of Arizona)
County of Maricopa)

This instrument was acknowledged before me on this 18th day of March, 2021, by Michael Nicholas. In witness whereof I hereunto set my hand and official seal.



[Signature]
Notary Public

My commission expires: March 22, 2024

Beau Monde, LLC

By: [Signature]

Name: John R. Rowley

Its: owner / manager

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

State of Arizona)

County of Maricopa)

This instrument was acknowledged before me on this 18th day of March, 2021, by John R. Rowley. In witness whereof I hereunto set my hand and official seal.

[Signature]

Notary Public



My commission expires: 8/13/2021

Attachments:

Attachment "A" – Sewerline Exhibit

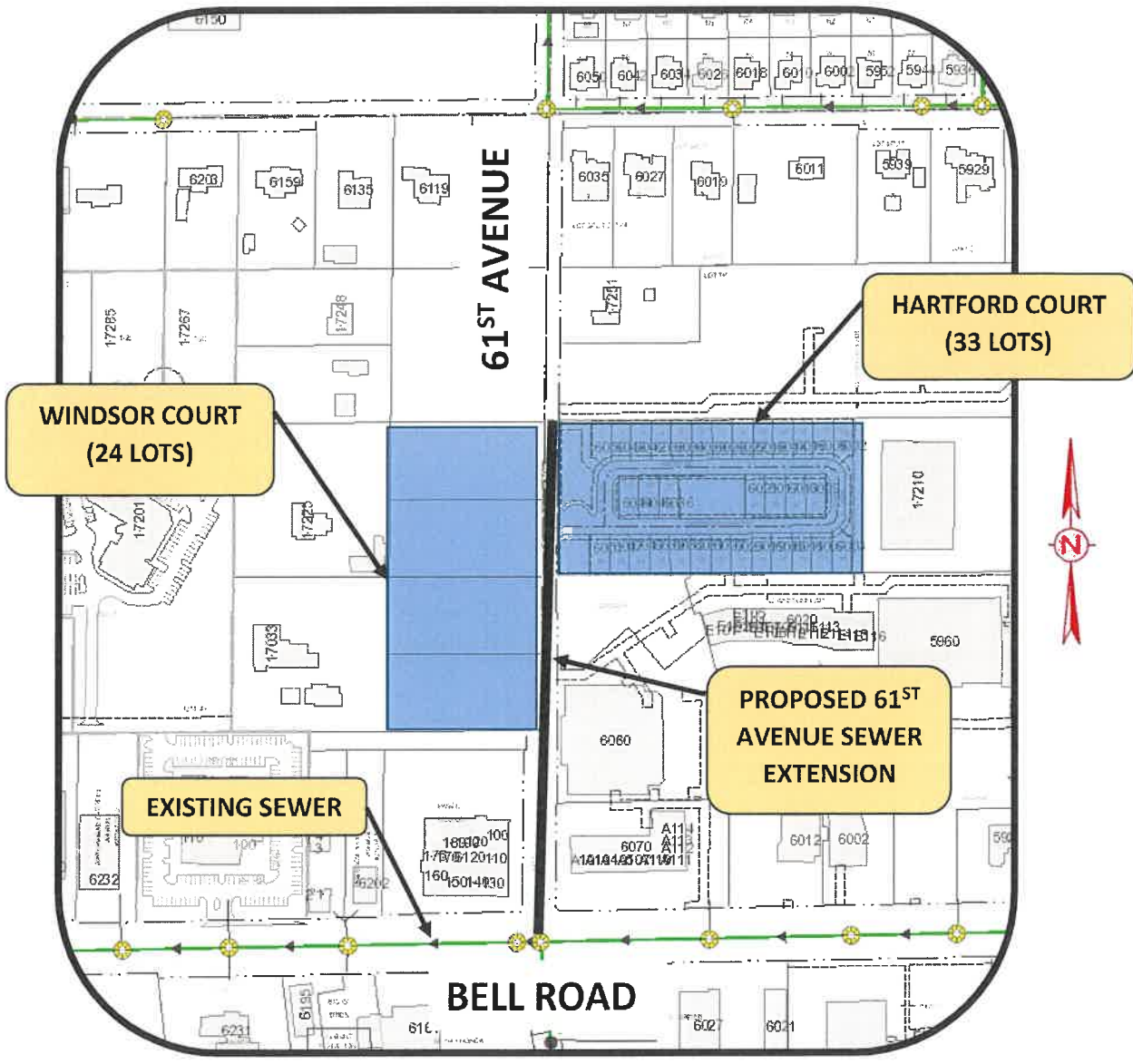
Attachment "B" – Cost Allocation

Attachment "C" – Approved Construction Documents

Attachment "D" – Construction Cost Proposal

Attachment "E" – City of Glendale Plan Review and Permit Fee (Community Development Fee Schedule)

ATTACHMENT A
Sewerline Exhibit



ATTACHMENT "A"
SEWERLINE EXHIBIT



ATTACHMENT B
Cost Allocation

ATTACHMENT B
COST ALLOCATION FOR 61ST AVENUE SEWER EXTENSION

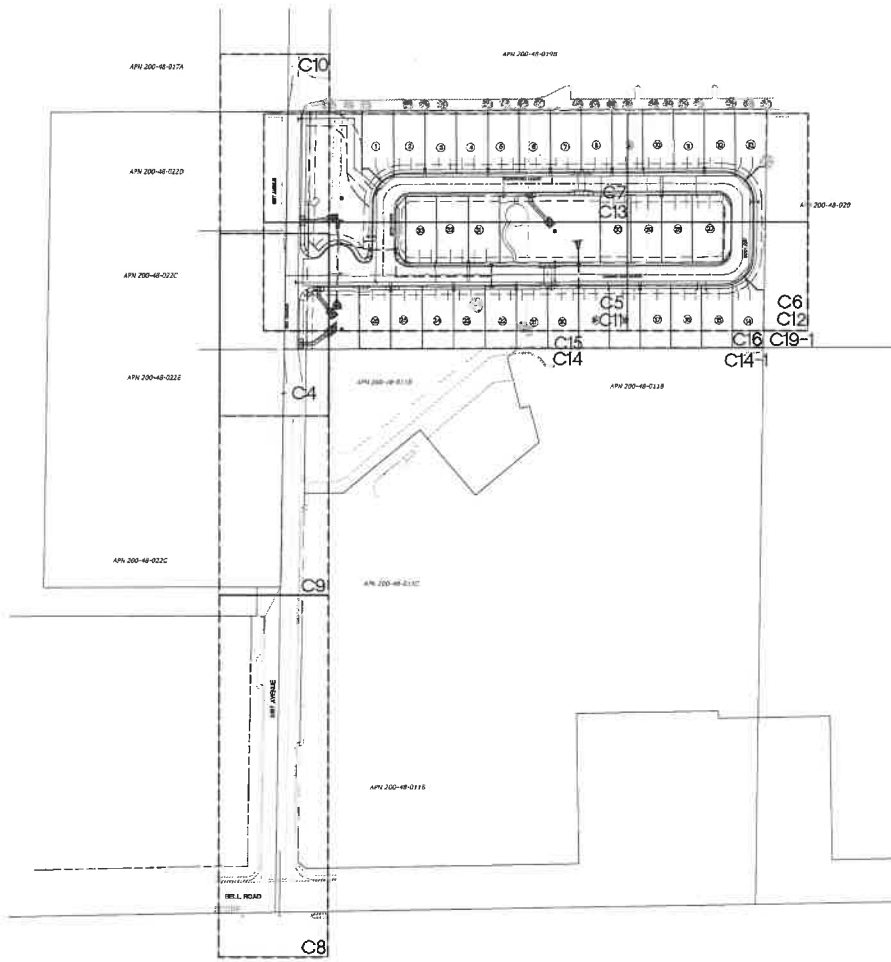
Description	Quantity	Unit	Unit Price	Total	
Installation of sewer line	1	Lump Sum	\$153,552.00	\$153,552.00	
Pavement Removal/Replacement	1	Lump Sum	\$55,429.00	\$55,429.00	
Construction Subtotal				\$208,981.00	
Design of Sewer Line ¹	1	% of Construction Cost	10%	\$20,898.10	
Design Subtotal				\$29,898.10	
Plan Review Fees	3	Sheet	\$358.88	\$1076.64	
Plan Review Fee Subtotal				\$1076.64	
Paving Permit ²					
Paving	552	SY	\$0.51	\$281.52	
Manhole Adjustment	4	Each	\$57.00	\$228.00	
Sewer Permit ²					
Trench	1097	LF	\$0.99	\$1086.03	
Wet Tap	1	Each	\$443.60	\$443.60	
Manholes	4	Each	\$57.00	\$228.00	
Permit Subtotal				\$2267.15	
TOTAL COST				\$233,222.89	
COST ALLOCATION BETWEEN HARTFORD COURT AND WINDSOR COURT					
Entity	# of Lots	% of Lots	Cost as % of Lots		
Hartford Court	33	58%	\$135,269.28		
Windsor Court	24	42%	\$97,953.61		
POTENTIAL SEWER DEVELOPMENT IMPACT FEE CREDIT					
Entity	# of Lots	¾" Meter Credit³	Total	1" Meter Credit³	Total
Hartford Court	33	\$1609	\$53,097	\$2684	\$88,572
Windsor Court	24	\$1609	\$38,616	\$2684	\$64,416

Notes:

1. The design of the sewer extension was not separated out from the design of Hartford Court subdivision. It is customary to use 10% of construction cost for an estimate of design services.
2. No permit base fee is included because the subject improvements were included in the Hartford Court permits which included both onsite improvements and the subject offsite sewer improvements. Hartford Court would have had to pay the base fee for the onsite improvements regardless of the offsites, so no additional cost is included here.
3. Sewer impact fee amount is based on the size of the water meter installed.

ATTACHMENT C

Approved Construction Documents



MEMBER OF THE RICHMOND HILL GROUP
 PROFESSIONAL ARCHITECTS
 1100 N. CENTRAL AVENUE, SUITE 100
 CHICAGO, ILLINOIS 60610
 TEL: (773) 399-1100
 FAX: (773) 399-1101
 WWW.RCCDESIGN.COM



ARIZONA

IMPROVEMENT PLANS
 FOR
HARTFORD COURT
 61ST AVENUE
 GLENDALE

PROJECT NO. 15-054-10
 DRAWING NO. 00495
 DATE 7/31/18
 DRAWN BY: BSA/DNR
 CHECKED BY: BSA/DNR
 REVISIONS:

SHEET NO.
 KEY MAP

C3
 3 OF 43





AREA & STREET LIGHTS
 PUBLIC UTILITIES
 PROPOSED TO BE
 MAINTAINED
 OR RECONSTRUCTED



IMPROVEMENT PLANS
 FOR
HARTFORD COURT
 61ST AVENUE

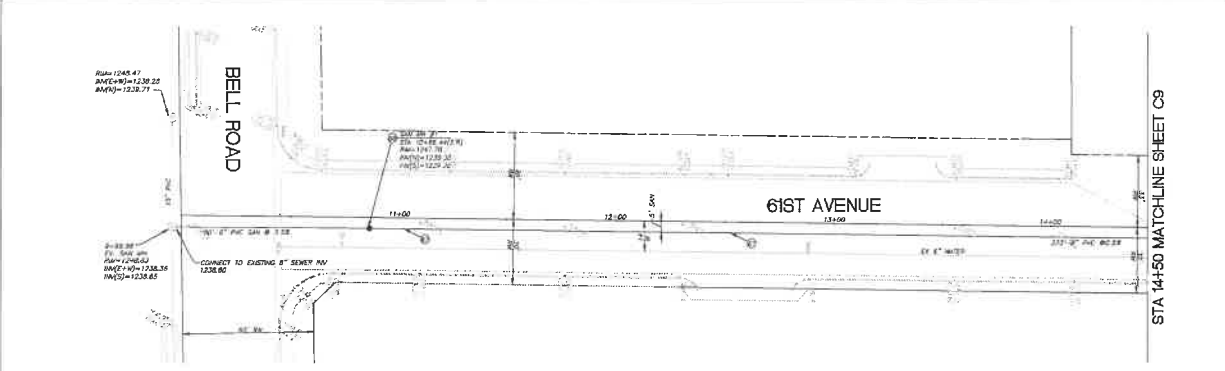
ARIZONA

GLENDALE

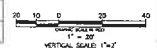
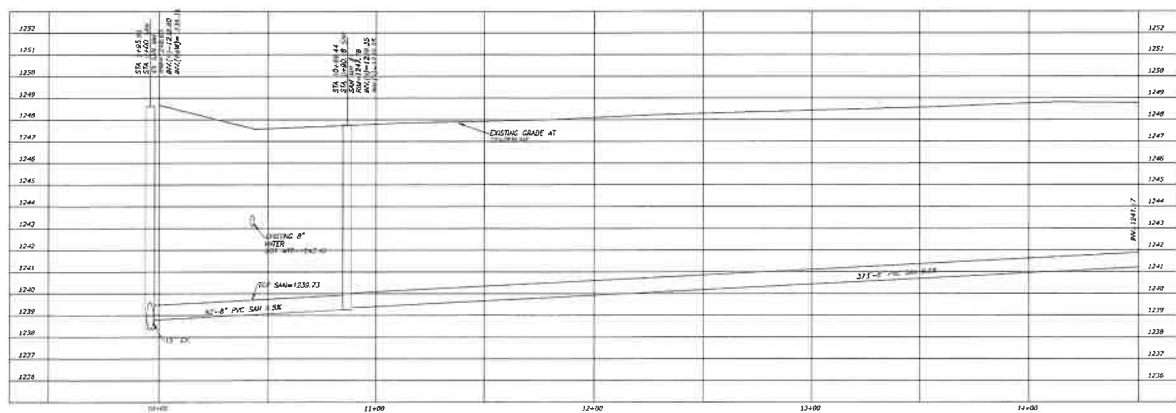
PROJECT NO. 15-054-50
 DRAWING NO. 00459
 DATE: 7/31/18
 DRAWN BY: S/SW/SPW
 CHECKED BY: S/SW/SPW
 REVISIONS:

SHEET NO.
61ST AVENUE
SEWER PLAN

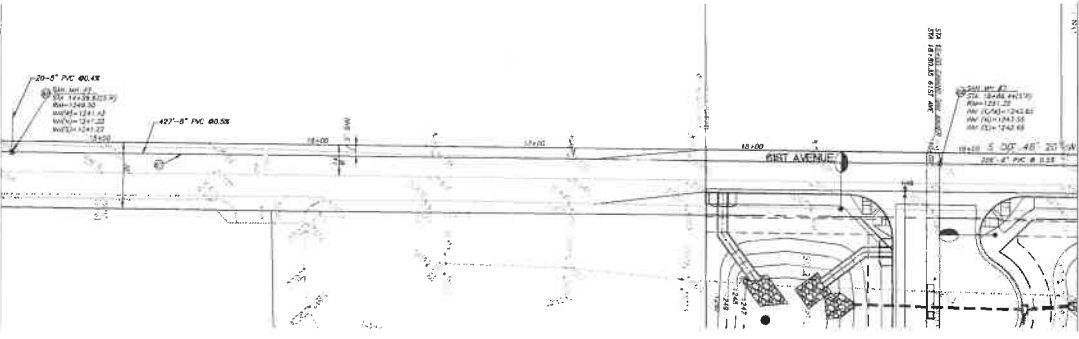
C8
 8 OF 43



- SEWER CONSTRUCTION NOTES:**
- 1. WATER OVER SANITARY SEWER
 - 2. WATER OVER STORM SEWER
 - 3. CONNECT TO EXISTING MANHOLE WITH DROP CONNECTION PER MAG STAND #106, TYPE A
 - 4. INSTALL 8" PVC 200-35 SANITARY SEWER, BEDDING AND BACKFILL PER CCG G-650
 - 5. INSTALL 8" MANHOLE MANHOLE PER MAG STL 430, 300 STEPS, 30" FRAME AND COVER, CLASS 20 PER MAG #24. COATED WITH SEWER ENVELO 100, RAINW 405 CP APPROVED EQUAL.

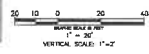
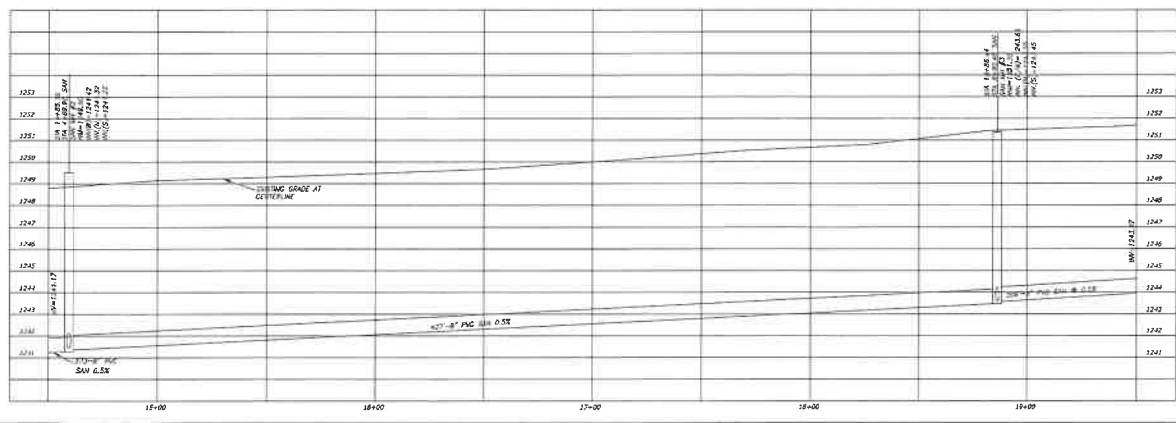


STA 14+50 MATCHLINE SHEET C9



STA 19+50 MATCHLINE SHEET C10

- SEWER CONSTRUCTION NOTES:
- 1. WATER OVER SANITARY SEWER
 - 2. WATER OVER STORM SEWER
 - 3. INSTALL 6" PVC 60-15 SANITARY SEWER BEDDING AND BACKFILL PER CDS 0-630
 - 4. INSTALL 6" SANDER MANHOLE PER AASHTO M 228, NO STEPS, 30" FRAME AND COVER, CLASS III PVC RING AND RIM, COATED WITH SERRA SUEDE 100, DRAWN AND GP APPROVED EOLING



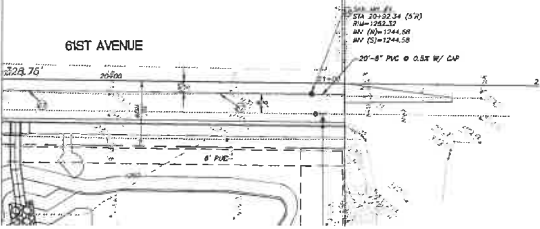
IMPROVEMENT PLANS
FOR
HARTFORD COURT
68TH AVENUE
ARIZONA
GLENDALE

PROJECT NO. 15-054-50
DRAWING NO. 03453
DATE 7/31/18
DRAWN BY J/S/DMR
CHECKED BY J/S/DMR
REVISIONS:

SHEET NO.
68TH AVE
SEWER PLAN
C9
9 OF 43

STA 19+50 MATCHLINE SHEET C9

61ST AVENUE

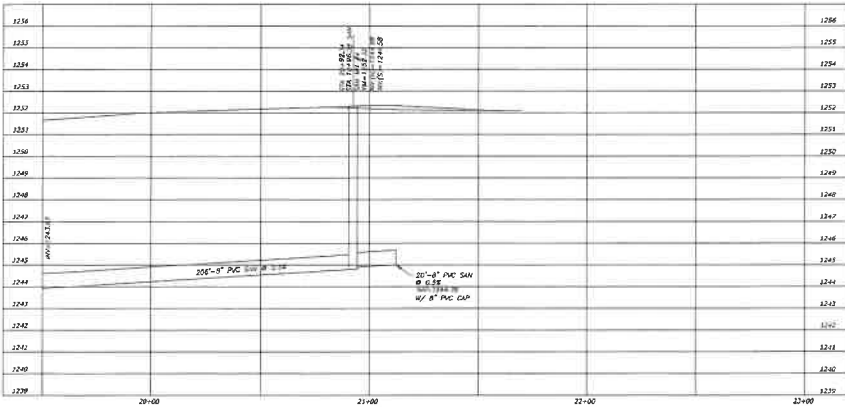


STA 20+22.34 (S/W)
 ELEV=1282.37
 INV. (M)=1244.08
 INV. (D)=1244.58

20"-8" PVC @ 0.5% W/ CP

SEWER CONSTRUCTION NOTES:

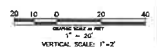
- 1. WATER OVER STORMY SEWER
- 2. WATER OVER STORMY SEWER
- 3. INSTALL 8" PVC S&P-35 SANITARY SEWER BEDDING AND BACKFILL PER COG 0-450
- 4. INSTALL 2" DIAMETER MANHOLE PER MAG 275, 425 AND STEEP 30" FRAME AND COVER, CLASS 35 PER MAG 424, COVER WITH SEWER SHIELD 100, RISEM 405 OR APPROVED EQUIV.



IMPROVEMENT PLANS
 FOR
 HARTFORD COURT
 61ST AVENUE
 GLENDALE
 ARIZONA

PROJECT NO. 15-054-96
 DRAWING NO. 00-455
 DATE: 7/11/18
 DRAWN BY: JRG/DMR
 CHECKED BY: ASJ/SWR
 REVISIONS:

SHEET NO.
 61ST AVENUE
 SEWER PLAN
 C10
 10 OF 43



ATTACHMENT D
Construction Cost Proposals

NOTE: Juarez Contracting, Inc. was awarded contract based on cost and schedule.



Juarez Contracting, Inc.
 208 S. 67th Ave., Phoenix, Arizona 85043
 p: 623.848.6745 ♦ f: 623.936.1027

Date: 2.19.2020
 To: **Newmark Homes**
 7725 E. Evans Road
 Scottsdale, Arizona
 Attn: **Nicholas Blincoe**
 e-mail: nblincoe@newmarkhomes-az.com
 Project: **Hartford Court Subdivision**
 61st & Camino San Xavier
 Glendale, Arizona

revised 2.25.2020
 changed UoM
 revised 2.28.2020
 revised quote

Juarez Contracting is pleased to quote on the above-mentioned project

PROPOSAL

We propose to furnish and install the following items:

wet utilites

scope	description	totals
sewer (offsite)		
1 ea	tie in @ sewer manhole @ bell rd	
52 lf	8" sdr-35 sewer line in bell rd.	
51 sy	remove and replace asphalt in bell road	
995 lf	8" sdr-35 sewer line (61 ave)	
4 ea	60" sewer manholes (61 ave)	
	subtotal	\$ 153,552
sewer (onsite)		
1265 lf	8" sdr-35 sewer line	
5 ea	60" manholes	
33 ea	4" house service to property line	
	subtotal	\$ 133,749
water		
2 ea	cut in 8"x 6" itee	
1605 lf	8" dip water line	
8 ea	8" gate valve & covers	
2 ea	6" gate valve & covers	
4 ea	fire hydrant complete	
34 ea	1" COG water service complete	
1 ea	1" dcva complete w/ cage	
5 ea	8" vertical realignments	
	subtotal	\$ 223,233
other		
1 ls	mobilization	
	subtotal	\$ 3,603
Total Base Bid		\$ 514,137



Total Cost Offsite Sewer = \$55,429 + \$153,552 = \$208,981

alternate				
552 sy	remove and replace asphalt (61 ave)	add	\$	55,429

TOTAL BID

Total w/ alternate \$ 569,566

NOTES:

- as per plans by RCC design Group dated 7.31.2018
- excluded final adjustment of water & sewer manholes in new asphalt roads
- no micro seal of 61ave or Bell Road.
- final grade of to be +/- to .30 of finished subgrade
- no density compaction testing (by others)
- no temporary fencing
- all pipe bedding per COG
- slurry backfill in bell rd.
- no storm drain work
- electronic markers at sewer services
- price good for 90 days
- price includes all milling & street plating
- included barricading for street work
- no shut down fee included

Exclude: bonds, permits, engineering and stakes, haul off, final adjustments, sale taxes, tap fees, construction water, private Blue Stake, rip rap, drywell, maxwell, interceptor, fence removal and replacement, rock, landscape, grading, water meters, certified as-builts

If you have any questions please feel free to call me.

Respectfully submitted,

Alex Juarez



CONSTRUCTION COMPANY

CONTRACT / PROPOSAL # 20107

PROJECT PROPOSAL

PROJECT : HARTFORD COURT
LOCATION : 61ST AVENUE AND BELL ROAD, GLENDALE AZ
ARCH/ENG :
PLAN DATE :
PLAN SHEETS :
SOILS ENG. :
ADDENDUM:

OWNER : Newmark Homes
ADDRESS : 7725 E. Evans Road
Scottsdale, AZ 85260
ATTN OF : Nicholas Blincoe
TELEPHONE : 480-529-9376
EMAIL : nblincoe@newmarkhomes-az.cc
DATE : 2/24/2020

Universal Land is pleased to present you with this preliminary cost estimate for the above referenced project.
 We propose to furnish all labor, material and equipment necessary to complete work as described in our unit prices.
 Thank you for the opportunity of providing this proposal. Should you have any questions, please call.

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT BID	BID AMOUNT
SEWER					
1	1	ls	Mobilization	\$10,000.00	\$10,000.00
2	1,200	lf	8" SDR-35 Onsite Sewer	\$35.00	\$42,000.00
3	33	ea	Sewer Services	\$975.00	\$32,175.00
4	6	ea	Sewer Manholes - Onsite	\$6,100.00	\$36,600.00
5	1,200	lf	Sewer Main - Offsite	\$55.00	\$66,000.00
6	4	ea	Sewer Manholes - Offsite	\$7,500.00	\$30,000.00
7	780	sy	Remove and Replace AC - Offsite	\$90.00	\$70,200.00
8	1	ls	Tie-in to Sewer Manhole - Offsite	\$14,500.00	\$14,500.00
9	1	ls	Traffic Control	\$15,000.00	\$15,000.00
10	2,400	lf	Hydro-Vac Sewer Main	\$1.50	\$3,600.00
11	2,400	lf	Camera Sewer Main	\$1.15	\$2,760.00
12	33	ea	Camera Services	\$100.00	\$3,300.00
ALT-1	1	load	Haul-off Spoils - Allowance	\$145.00	\$0.00
ALT-2	1	ton	Full depth ABC (if required)	\$15.00	\$0.00
				SUBTOTAL SEWER	\$326,135.00
				Sales Tax @ 4.095%	\$0.00
				TOTAL SEWER	\$326,135.00
WATER					
1	1,620	lf	8" DIP Class 350 Restrained joint w/ fittings and markers	\$50.00	\$81,000.00
2	4	ea	8" Vertical Realignment	\$2,500.00	\$10,000.00
3	6	ea	8" Gate Valves	\$1,775.00	\$10,650.00
4	4	ea	6" Hydrant Assembly	\$4,500.00	\$18,000.00
5	33	ea	1" Water Services - includes remove after concrete to set boxes	\$1,300.00	\$42,900.00
6	1	ls	1" Landscape Service with Backflow Preventer	\$3,100.00	\$3,100.00
7	2	ea	6" Tie-ins - Offsite	\$10,250.00	\$20,500.00
8	30	sy	Remove and Replace AC - Offsite	\$110.00	\$3,300.00
9	1	ls	Traffic Control - Offsite	\$2,750.00	\$2,750.00
				SUBTOTAL WATER	\$192,200.00
				Sales Tax @ 4.095%	\$0.00
				TOTAL WATER	\$192,200.00
STORM DRAIN					
1	88	lf	15" RGRCP Class V	\$72.00	\$6,336.00
2	288	lf	18" RGRCP Class V	\$75.00	\$21,600.00
3	68	lf	24" RGRCP Class IV	\$86.00	\$5,848.00
4	2	ea	60" Storm Drain Manholes	\$4,500.00	\$9,000.00
				SUBTOTAL STORM DRAIN	\$42,784.00
				Sales Tax @ 4.095%	\$0.00
				TOTAL STORM DRAIN	\$42,784.00
PROPOSAL TOTAL :					\$561,119.00

ESTIMATED PROJECT DURATION:

SEWER: **18** Working Days
 WATER: **10** Working Days
 STORM DRAIN: **5** Working Days
 PROJECT CPM SCHEDULE: **46** Total Calendar Days

Standard Qualifications

- 1 This bid is based on "Unapproved Not for Construction Plan" estimated quantities only ; Universal Land reserves the option of re-verification of quantity accuracy upon receipt of Approved "For Construction" Plans.
- 2 All work will be performed in accordance with the Approved "Issued For Construction" Plans and Specifications.
- 3 Unless noted above this proposal excludes permit fees, development fees, taxes, bonds, engineering, survey, QA/QC testing, NPDES and SWPPP requirements, liquidated damages, utility relocations not indicated on plans, manhole adjustments, water valve adjustments, removal of concrete, rubbish, structures and underground obstructions.
- 4 Unless noted above this proposal excludes import and export of material.
- 5 Any and all excess spoils will be spread in place.
- 6 Hard excavation is excluded.
- 7 Unless noted above this proposal excludes hydraulic or pneumatic breaking, drilling/blasting and crushing of blasted materials.

Project Specific Qualifications and Exclusions

- 1 All Bedding/Shading and Backfill per COG Detail G-690 including under asphalt.
- 2 Trench pavement section to match existing.
- 3 Slurry backfill in Bell Road intersection only.
- 4 Includes crack seal, striping and adjustments.
- 5 Does not include any asphalt surface treatment (i.e. slurry seal or micro-seal)
- 6 Based upon night time closure in Bell Road intersection.
- 7 Native backfill for water services.

Project Progress Payment Criteria to be attached to Contract

- 1 Monthly Progress Payments on completed work due 30 days from date of invoice. Interest will be charged at a rate of 2% per month on all late balances. Any costs or fees incurred in the pursuit of outstanding balances of this account will be paid by the Project Owner.
- 2 Payment Terms per Arizona Prompt Payment Statute
- 3 Retention shall be reduced to 5% after preliminary testing and prior to dry utility installation.

Sub-Contractor and Supplier Price Escalation Schedule

- 1 Project proposal is predicated on acceptance of mutually agreeable terms and conditions within 30 days establishing the material terms and conditions of the agreement between Universal Land and Owner
- 2 Universal Land reserves the right to pass along any price difference above 10% if duration of days exceeds 30 from bid date to project start.

Acceptance of Proposal

The prices, conditions and exclusions contained herein this proposal are satisfactory and accepted, granting Universal Land Construction Company, Inc. authorization to complete work as specified. Bank funding verification and payment terms to be established prior to project start.

Universal Land Construction Company, Inc.

By: Blair Larson
 Title: VP of Estimating
 Date: Monday, February 24, 2020

Owner: _____
 Accepted By: _____
 Title: _____
 Date: _____

Newmark Homes
 Jim Carlson
 7725 E. Evans Rd
 Scottsdale, AZ 85260
 480-505-4600
 Date: 10/18/2019

Sunset Companies, LLC
 PO Box 9602
 Chandler Heights, AZ 85127
 480-988-1401 office
 602-622-7474 cell
 888-516-4126 fax
dougadcox@gmail.com
 ROC #317108 A-12

Job Name: Hartford Ct

	QTY	UNIT	UNIT PRICE	TOTAL
Sewer				
8" SDR-35 Sewer Pipe	2,340	LF	\$ 57.00	\$ 133,380.00
Air Test Main sewer line	2,340	LF	\$ 1.35	\$ 3,159.00
Hydro Vac Testing #1	2,340	LF	\$ 1.00	\$ 2,340.00
Hydro Vac Testing #2	2,340	LF	\$ 1.00	\$ 2,340.00
Camera Inspection	2,340	LF	\$ 1.35	\$ 3,159.00
Connect to existing sewer	1	EA	\$ 350.00	\$ 350.00
5' Diameter sewer manholes	10	EA	\$ 4,475.00	\$ 44,750.00
Asphalt R & R	675	SY	\$ 200.00	\$ 135,000.00
Sewer Tap	33	EA	\$ 675.00	\$ 22,275.00
Mobilization	1	EA	\$ 8,500.00	\$ 8,500.00
Construction water	1	EA	\$ 2,000.00	\$ 2,000.00
Manhole collars	3	EA	785	\$ 2,355.00
			Subtotal	\$ 359,608.00
Water				
8" DIP water pipe	1,674	LF	\$ 62.00	\$ 103,788.00
8" gate valve, box & cover	6	EA	\$ 1,650.00	\$ 9,900.00
Fire Hydrant	4	EA	\$ 4,000.00	\$ 16,000.00
Tapping sleeve	2	EA	\$ 2,925.00	\$ 5,850.00
Verticle realignment	5	EA	\$ 2,450.00	\$ 12,250.00
1" water service	34	EA	\$ 680.00	\$ 23,120.00
Asphalt R & R	1	LS	\$ 6,850.00	\$ 6,850.00
Water tie in	2	EA	\$ 2,000.00	\$ 4,000.00
6" gate valve, box & cover	8	EA	\$ 1,300.00	\$ 10,400.00
			Subtotal	\$ 192,158.00
			Subtotal Bid Proposal	\$ 551,766.00
			Sales Tax	\$ 22,594.82
			Total Bid Proposal	\$ 574,360.82

STANDARD CONDITIONS

1. The quantities used herein are approximate.
2. This proposal is based on approved plans provided by Owner. Any deviations will be handled by a written change order.
3. Unless otherwise specified herein Owner shall provide engineering to include approved plans, specifications, as built drawings, layout and line grade staking, including marking and flagging the location of all appurtenances such as valves, fittings, manholes, fire hydrants, etc. Owner shall be responsible for accuracy of the engineering and agrees to reimburse Contractor for any costs incurred to correct work caused by erroneous engineering or layout performed by engineer or Owner.
4. Any hard dig or rock excavation will be performed on a cost plus 15% basis. A rock or hard dig is defined as the inability to excavate 150' of trench within an 8 hour period using a 50,000 lb excavator. Owner will approve and pay for extra charges.
5. If excavated native material is required to be screened prior to backfill, all labor hours used for screening will be charged at an hourly rate of \$125.
6. No haul off or import of any material is included unless otherwise specified in writing.
7. Owner shall provide construction water, onsite, in amounts necessary to accommodate construction and dust control requirements.
8. Temporary Bench Mark will be required, by Owner, on construction site.

TERMS OF PAYMENT

1. Progress or final billing shall be submitted to Owner by the end of the month and due and payable by the 10th of the following month.
2. Contractor has the right to stop work if payments are not made in accordance with the agreement.
3. If this agreement is canceled by the Owner, Owner agrees to pay all amounts due plus 10% of unfinished work as liquidated damages.
4. Lien waivers provided by Contractor upon payment of prescribed progress/final billing.
5. This proposal and contract form shall take precedence over any conflicting contract provided by Owner



J. Douglas Adcox/Sunset Companies, LLC

11/18/19
Date

Newmark Homes

Date

ATTACHMENT E

City of Glendale Plan Review and Permit Fees

City of Glendale
Community Development
Fee Schedule
Effective May 10, 2019



ENGINEERING FEES

PLAN REVIEW FEES

Plan Review, Grading, Drainage and SWPPP:

First Plan Review	\$358.88 per sheet
Second Plan Review	\$358.88 per sheet
Third Plan Review	\$358.88 per sheet
Revisions	\$358.88 per sheet

Construction Drawings (Civil):

First Plan Review	\$358.88 per sheet
Second Plan Review	\$358.88 per sheet
Third or Subsequent Review	\$358.88 per sheet
Revisions	\$358.88 per sheet
Owner Occupied Single-Family Residence Fee (10% of plan review fee)	\$35.86

Drainage Report Review:

First Review	\$358.88 per review
Second Review	\$358.88
Third or Subsequent Review	\$358.88 per review

Minor Land Division

Minor Land Division	\$1,102.59
---------------------	------------

PERMIT FEES

Right of Way Permit:

Base Fee	\$126.73
Paving	\$0.51 SY
Manholes/Water Valve Adjustment	\$57.00 EA
Curb and Gutter	\$0.30 LF
Valley Gutter	\$0.37 SF
Sidewalk	\$0.08 SF
Sidewalk Ramps	\$31.67 EA
Driveway - Residential	\$31.67 EA
Driveway - Commercial	\$253.49 EA
Catch Basin/Scuppers	\$126.73 EA

Public Water, Sewer and Storm Drain Permit:

Base Fee	\$126.73
Hydrant Flow Test	\$63.38 EA
Water Line Trench	\$1.25 LF
Sewer Line Trench	\$0.99 LF
Storm Drain Trench	\$1.25 LF
Irrigation (12" and larger)	\$1.25 LF
Manholes	\$57.00 EA
Wet Taps	\$443.60 EA

Grading and Drainage Permit:

Base Fee	\$126.73
Paving (on site)	\$0.51 SY
Catch Basin/Scuppers (private)	\$126.73 EA
Manholes/Drywells (private)	\$57.00 EA
Storm Drain/Private Irrigation (12" and larger)	\$1.23 LF

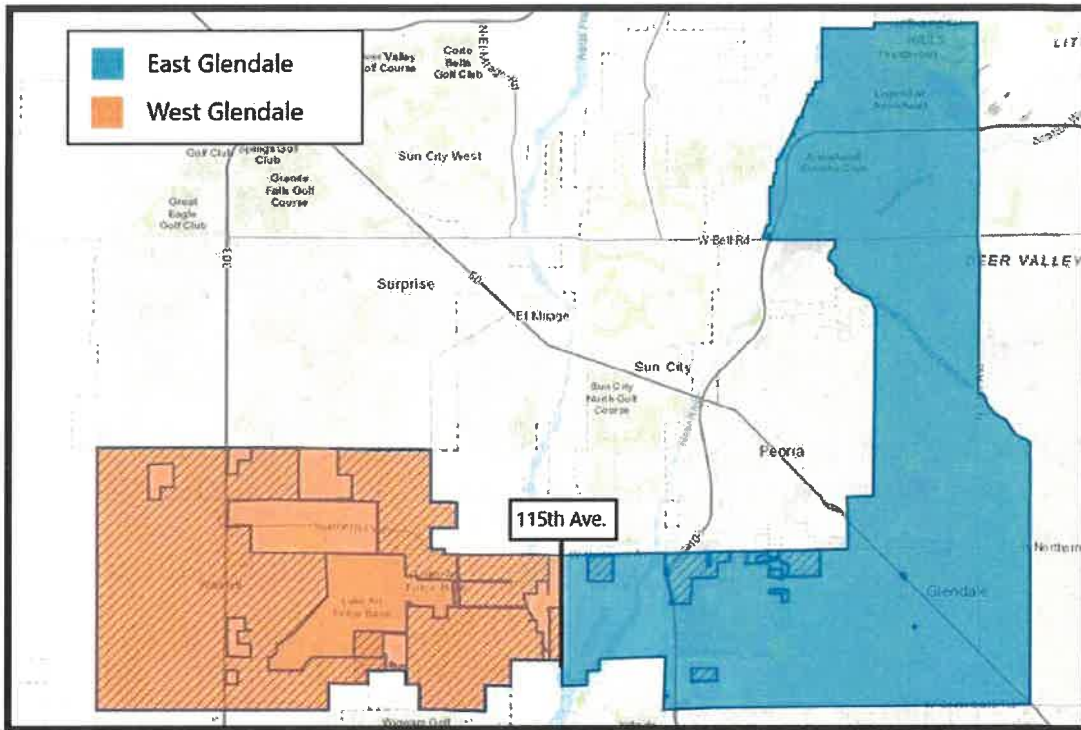
Dry Utility Permit:

Base Fee	\$221.79 EA
Trench (R/W) Paved	\$0.74 LF
Trench (R/W) Unpaved	\$0.51 LF
Pits	\$12.66 EA
Utility Cabinet 30" and above in height	\$152.01 EA
Man Holes	\$57.00 EA
Seal Coat	\$0.95 SY
First Plan Review	\$190.13 per sheet
Second Plan Review	\$126.73 per sheet
Third or Subsequent Review	\$190.13 per sheet
Revisions	\$126.73 per sheet

Emergency Permits:

Emergency Permit Annual Fee	\$633.74 annually
Emergency Permit Asphalt Restoration	\$221.79

City of Glendale Development Impact Fee Schedule



East Glendale Utility Development Fees, All Development Types (per Meter)			
<i>Meter Size (inches)</i>	<i>Water</i>	<i>Waste-water</i>	<i>Total Fee</i>
0.75	\$2,923	\$1,609	\$4,532
1.00	\$4,878	\$2,684	\$7,562
1.50	\$9,722	\$5,346	\$15,068
2.00	\$15,558	\$8,553	\$24,111
3.00	\$31,139	\$17,117	\$48,256
4.00	\$48,647	\$26,739	\$75,386
6.00	\$97,259	\$53,456	\$150,715
8.00	\$155,617	\$85,530	\$241,147
Proposed West Glendale Utility Development Fees, All Development Types (per Meter)			
<i>Meter Size (inches)</i>	<i>Water</i>	<i>Waste-water</i>	<i>Total Fee</i>
All Meter Sizes	\$0	\$0	\$0