



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 2, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Salida Del Sol Homeowners Association and Promontory II at Sunrise Homeowners Association (HOA) Inc.

***Project Title/Description:**

Salida Del Sol Pump Station and Gravity System Acquisition

***Purpose:**

Transfer the ownership, maintenance and operation of the Salida Del Sol Pump Station from Salida Del Sol HOA; Promontory II at Sunrise HOA to Pima County.

***Procurement Method:**

Board of Supervisors Policy D29.4 XI. G. Real Property Agreements

***Program Goals/Predicted Outcomes:**

The goal of the transfer is to clearly delineate ownership of sanitary pump stations and conveyance systems. The predicted outcome is clear ownership of the complete pump and gravity system versus portions thereof.

***Public Benefit:**

This transfer will clearly delineate the ownership of the pump station and gravity facilities.

***Metrics Available to Measure Performance:**

More streamlined (less time to complete) maintenance and repair activities for the pump station and gravity systems without the need to coordinate activities between the HOA and County.

***Retroactive:**

No

MAR 28 19PM0400 PC CLK OF BD

To: CoB-
Ver. - 1
pgs. - 2
(1) *Allderum*

Contract / Award Information

Document Type: CTN Department Code: WW Contract Number (i.e., 15-123): 19*176
Effective Date: 04/07/2019 Termination Date: 04/08/2029 Prior Contract Number (Synergen/CMS):
☐ Expense Amount: \$* 0% 01 HL ☒ Revenue Amount: \$ 260,810 305,219.79

*Funding Source(s) required: RWRD General Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Jaime Rivera

Department: Regional Wastewater Reclamation Department Telephone: 724-3436 3402

Department Director Signature/Date: [Signature] 3/27/19

Deputy County Administrator Signature/Date: [Signature] 3/27/19

County Administrator Signature/Date: [Signature] 3/27/19
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY REGIONAL WASTEWATER
RECLAMATION DEPARTMENT**

PROJECT: Acquisition of Private Pump Station

OWNER: SALIDA DEL SOL HOMEOWNERS
ASSOCIATION; PROMONTORY II AT SUNRISE
HOMEOWNERS ASSOCIATION, INC.

AMOUNT: \$305,219.79

FUNDING: Salida del Sol Homeowners Association

CONTRACT

NO. CTN-WW-19-176

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(STAMP HERE)

AGREEMENT TRANSFERING OWNERSHIP OF PUMP STATION AND RELATED SEWERS

This Agreement entered between Pima County, a body politic and corporate of the State of Arizona, (hereinafter called "County"); and the SALIDA DEL SOL HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation (hereinafter called "SDS"); and the PROMONTORY II AT SUNRISE HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation (hereinafter called "PII"), (together hereinafter referred to as the "Associations"). County and Associations, collectively, are the "Parties."

WITNESSETH

WHEREAS, SDS is the homeowners' association that governs Promontory (Lots 1-42) as shown on the subdivision plat recorded in Book 44 of Maps and Plats at Page 6 of the records of Pima County, Arizona; and

WHEREAS, PII is the homeowners' association that governs Promontory II (Lots 1-29) as shown on the subdivision plat recorded in Book 47 of Maps and Plats at Page 25 of the records of Pima County, Arizona; and

WHEREAS, pursuant to Article VI, Section 6.5 of the *Declaration of Covenants, Conditions and Restrictions for Promontory II*, PII owns and operates a Sewer Pump Station incorporating the components listed in Exhibit A hereto that is located on real property (the "Property") described in Attachment A to the Pumps station Easement (Exhibit B hereto); and

WHEREAS, certain gathering lines connect the homes within Promontory and Promontory II to the Pump Station; and

WHEREAS, together the Sewer Pump Station and the gathering lines, together, make up the sewer facilities within Promontory and Promontory II (the "Facilities"); and

WHEREAS, the Facilities serve Lots 1 through 29 and Common Areas A, B, and C of Promontory II, and Lots 1 through 42 and Common Areas A, B, and C of Promontory; and

WHEREAS, at the time of the original development of the Promontory and Promontory II subdivisions, it was intended that SDS should have an easement for the portion of the Property within which the Sewer Pump Station is located. Since the development of the Promontory and Promontory II subdivisions there was a general understanding of shared maintenance responsibility for the Sewer Pump Station between the SDS and PII, and various mechanisms were implemented to facilitate contribution for maintenance and repair expenses; and

WHEREAS, the Associations, after many years cooperation as to operation and maintenance of the Facilities, executed that certain *Grant of Easement and Joint Maintenance Agreement*, dated December 17, 2014, and recorded on January 2, 2015 at Sequence 20150020124, records of the County Recorder, Pima County, Arizona; and

WHEREAS, the maintenance of the gathering lines was the independent responsibility of either SDS or PII according to the location of the gathering lines as part of the Common Areas of either Promontory or Promontory II; and

WHEREAS, the Associations have determined that together they: (1) no longer desire to own or operate the Facilities in any capacity; (2) intend to fund certain identified upgrades to the Facilities; and (3) will transfer ownership of the Facilities and grant the necessary easements to County in exchange for County's agreement to accept and operate the Facilities; and

WHEREAS, PII and SDS will retain fee ownership of the land which each separately owns as common area, and on and through which the Facilities are located, but, each will convey to County the Facilities as well as an exclusive, perpetual easement covering the Property and the location of the gathering lines for purposes of operating, maintaining, and replacing the Facilities, as well as a perpetual, non-exclusive easement providing all necessary access across, over and through the Property to the Facilities for purposes related to operating, maintaining, and replacing the Facilities; and

WHEREAS, County is willing to accept ownership of the Facilities and the appurtenant easements to operate the Facilities as part of the public sewer system provided the Associations fund the identified upgrades.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE AND TRANSFER DATE

This Agreement is effective on the date County and Associations have executed this Agreement (the "Effective Date"). The date ownership and responsibility for the Facilities is transferred to County ("Transfer Date" or "Transfer") will be a date mutually agreed to by the Parties provided, however, that the Transfer Date will be no more than thirty (30) days following the Effective Date.

ARTICLE 2 – CONVEYANCE

In consideration for County's agreement to: (1) accept ownership of the Facilities and appurtenant easements; (2) operate the Facilities as part of the public sewer system; and (3) construct the upgrades identified in Exhibits "C" and "D" hereto (the "Upgrades"), PII and SDS, according to their ownership and rights granted to them as set forth in the *Declaration of Covenants, Conditions and Restrictions of Promontory*, and the *Declaration of Covenants, Conditions and Restrictions for Promontory II*, hereby agree to convey, assign, dedicate, and authorize, as appropriate, to the County the following:

- a. The Facilities;
- b. A perpetual, exclusive easement over the Property (Exhibit B hereto) for the installation, maintenance, repair, and operation of a Sewer Pump Station and related appurtenances including, but not limited to, equipment, utility connections, fences, and walls;
- c. Use of the 20' Private Sewer Easement as shown on the Subdivision Plat for Promontory Lots 1-42 (Book 44 of Maps and Plats at Page 6(2) of the records of Pima County, Arizona), for installation, maintenance, removal, and repair of and access to the gathering lines servicing the Lots within Promontory;
- d. A blanket perpetual, non-exclusive easement (Exhibit E hereto) providing all necessary access across, over, and through the Common Areas of Promontory and Promontory II to the Facilities for purposes related to the operation, maintenance, repair, and replacement of the Facilities.

ARTICLE 3 – FUNDING OF UPGRADES

County inspected the mechanical condition of the Facilities and determined that certain repairs must be made to bring the Facilities into compliance with County standards.

- a. Pump Station. Subsequent to the mechanical inspection of the Facilities, the County sought and received a cost estimate in the amount of \$237,100.00 for the repairs and upgrades to the Pump Station portion of the Facilities. The estimate is attached hereto as Exhibit "C." With a 10%

- contingency to cover unknowns and variance within the Exhibit C estimate, the total estimated amount to complete the upgrades to the Pump Station portion of the Facilities is \$260,810.00
- b. Gathering Lines. Additionally, the County also sought and received a cost estimate in the amount of \$44,409.79 (including taxes and contingency) for the repairs and upgrades to the gathering lines serving the Lots in both subdivisions. The estimate is attached hereto as Exhibit "D."

Including a 10% contingency for the Pump Station, and a 5% contingency for the gathering lines to cover unknowns and variance within the two estimates, as well as applicable Sales Tax, the total estimated cost to complete the Upgrades is \$305,219.79 ("Upgrade Cost"). The Associations' joint liability for any and all costs associated or related in any way to the Upgrades is hereby capped at the Upgrade Cost.

SDS and PII agree to share and contribute to the payment of the Upgrade Cost in two ways: (1) proportionally, based on the number of Lots in each subdivision, as follows: 59% SDS, 41% PII; and (2) based on the location of the gathering lines. Attached as Exhibit F is a detail of the share of each Association.

The Associations agree to make an initial payment of \$30,521.00 to County prior to the Transfer Date.

Associations further agree to compensate County for the remainder of the Upgrade Cost over a 10-year period by making annual payments of 1/10th of the remainder of the Upgrade Cost. The first of such annual installment payments shall be due no earlier than December 1, 2019, and such subsequent annual installments shall be due no earlier than December 1 of the applicable year. SDS and PII agree to contribute to the payments in accordance with the Exhibit F, which is attached hereto and incorporated herein by this reference. Annual payments will be made to Pima County and delivered to the following address:

Director
Pima County RWRD
201 N. Stone, 8th Floor
Tucson AZ 85701

SDS and PII further agree to indemnify and hold harmless each other the full amount of each Association's proportional share of the Upgrade Cost. In the event that one Association is unable to pay its full proportional share of the Upgrade Cost, the other Association may elect to pay that share, and shall be entitled to full reimbursement from the non-paying Association.

ARTICLE 4 – ACCOUNTING TO THE ASSOCIATIONS AND ADJUSTMENT OF FUNDING

Following completion of the Upgrades, County will provide the Associations with a final accounting of costs incurred by County in completing the Upgrades. Such accounting will include copies of all invoices received from County contractors for the Upgrades. In the event the final accounting indicates that the total cost of completing the Upgrade is less than the Associations' liability cap of \$305,219.79, County will, as appropriate, refund any overpayment made by the Associations, reduce future payments due under this Agreement to eliminate future overpayment, or a combination of the two adjustments. For purposes of this section, overpayment is defined as the difference between Associations' liability cap of \$305,219.79 and the actual cost of the Upgrades if the actual cost is less.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

The Associations hereby make the following representations and warranties to and for the benefit of County. Each representation and warranty contained herein is true and correct and shall be true and correct as of the Transfer Date, unless the Associations notify County in writing prior to Transfer of any change in facts or circumstances which shall cause any of the following warranties and representations to be untrue, misleading, or misrepresenting as to the facts and circumstances described therein.

(a) To the Associations' actual knowledge, except as may be disclosed by any report relating to the environmental condition of the Facilities and the Property, the Facilities and the Property do not contain any and are free from all underground storage tanks, hazardous, toxic or contaminated waste materials, pollutants, and contaminants, including, but not limited to, petroleum and asbestos (collectively, "Hazard Substances")

and are not the subject of any action by any environmental protection agency, department of natural resources or governmental agency or entity with similar powers and duties, rules, regulations, restrictions, orders, or other environmental regulations of the State of Arizona, the United States, or any other governmental authority or subdivision thereof having jurisdiction. If the Associations become aware of any Hazardous Substance within the Facilities or the Property, or any claim or notice thereof, between the Effective Date and Transfer, the Associations shall immediately notify County in writing.

(b) Except as otherwise disclosed by the Associations, there are no claims, causes of action or other litigation or proceedings pending or, to the best of the Associations' knowledge, threatened in respect to zoning, ownership, operation, or other condition of the Facilities, the Property, or any part thereof.

The Associations' representations contained in this Agreement will survive Close of Escrow, conveyance of the exclusive, perpetual easement to use the Facilities to County, and the delivery and recordation of the easement.

ARTICLE 6 – THE ASSOCIATIONS' COVENANTS

a. No Personal Property. With the exception of the Facilities components identified in Exhibit A, no personal property is being transferred pursuant to this Agreement. The Associations represent that as of the Transfer Date there will be no personal property located within the Facilities.

b. No Salvage. The Associations shall not salvage or remove any fixtures or improvements from the Facilities, but this does not prohibit the Associations from removing personal property prior to the Transfer. In addition, prior to Transfer, the Facilities will not be materially degraded or otherwise materially changed in any aspect by the Associations.

c. Risk of Loss for Damage to Improvements. The Associations bear the risk of loss or damage to the Facilities prior to Transfer. After Transfer, the risk of loss or damage to the Facilities rests with County.

d. Government Approvals. The Associations will obtain all government approvals required to convey the exclusive, perpetual easement to use the Facilities to the County, if any.

e. Use of Property by the Associations. The Associations will, prior to Transfer, use the Property on a basis substantially comparable to the Associations' historical use thereof. The Associations shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that the Associations will be able to cause to be released before Transfer.

f. No Encumbrances. The Associations shall not encumber the Property with any lien that the Associations will be unable to cause to be released before Transfer, and the Associations shall not be entitled to sell or exchange all or any portion of the Property before Transfer without the prior written approval of County; provided, however, that any such sale will be conditioned upon a written assumption by the buyer thereof of the obligations of the Associations under this Agreement, and there will be no novation of the Associations with respect to their obligations under this Agreement. From and after the Effective Date through the Transfer, the Associations will not enter into, execute, or record any covenant, deed restriction, or any other encumbrance against the Property that has the potential to impact County's rights under this Agreement. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles County to terminate this Agreement.

g. Reports. The Associations shall make available to County all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

ARTICLE 7 - ENVIRONMENTAL

a. Environmental Representations. County and the Associations agree that no party is assuming any obligation of the other parties relating to any potential liability, if any, arising from the environmental condition of the Facilities, each party remaining responsible for its obligations as set forth by law.

b. Environmental Inspection Rights.

1. From and after the Effective Date, the Associations shall permit County to conduct such inspections of the Facilities and Property as the County deems necessary to determine the environmental condition of the Facilities and Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Transfer to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of County, but not later than an additional one hundred eighty (180) day extension.

2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, County shall provide written notice to the Associations, prior to Transfer, of any items disapproved by County as a result of County's inspection (the "Objection Notice"). If County sends an Objection Notice, the Associations may, within fifteen (15) business days of receipt of the Objection Notice, notify County if the Associations are willing to cure any of the items to which County objected (the "Cure Notice"). If the Associations elect not to send County a Cure Notice or if the Associations' Cure Notice is not acceptable to County, then County may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

ARTICLE 8 - REMEDIES

Default, Remedies, and Conditions Precedent. In the event any Party defaults under this Agreement, the other Parties shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by County as a result of any violation of federal arbitration provisions caused by a wrongful failure of the Associations to perform). No Party is entitled to exemplary, punitive, special, indirect, or consequential damages.

ARTICLE 9 - INDEMNIFICATION

The Associations will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Associations, their agents, employees or anyone under their direction or control or on their behalf in connection with performance of this Agreement.

ARTICLE 10 - COMPLIANCE WITH LAWS

The Associations warrant that operation of the Facilities is and has been in full compliance with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation. The laws and regulations of the State of Arizona govern the rights, performance, and disputes of and between the parties. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during the Agreement apply, but do not require an amendment or revisions.

ARTICLE 11 - AUTHORITY TO CONTRACT

The Associations warrant their right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to the Associations or any third party by reason of such determination or by reason of this Agreement.

ARTICLE 12 – EASEMENTS

Prior to Transfer, PII and SDS will deliver to County an executed pump station easement and an access easement ("Easements") in the forms of Exhibit B and Exhibit F attached, conveying an exclusive, perpetual easement to use the Facilities, as well as a perpetual, non-exclusive easement providing all necessary access across, over and through the Property to the Facilities, respectively, subject only to the Permitted Exceptions.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE 15 - TERMINATION

County reserves the right to terminate this Agreement without cause at any time prior to Transfer by serving upon the Associations with written notice of such intent to terminate. If County so terminates this Agreement prior to Transfer, its sole obligations are to: (1) release to the Associations any payments made to escrow pursuant to this Agreement; and (2) reimburse the Associations for reasonable costs it incurred prior to the date of termination in preparing for the transfer. This Agreement may be terminated at any time without advance notice and without further obligation to County when the Associations are found by County to be in default of any provision of this Agreement.

ARTICLE 16 - NOTICE

Any notice required or permitted to be given under this Agreement will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Director
Regional Wastewater
Reclamation Department
201 N. Stone, 8th Floor
Tucson AZ 85701

PII:

c/o Pinehurst Properties, Inc.
P.O. Box 17052
Tucson, AZ 85731

SDS:

c/o Platinum Management
P.O. Box 14198
Tucson, AZ 85732

ARTICLE 17 - SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

ARTICLE 18 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY:

Chairman, Board of Supervisors

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM


Deputy County Attorney

MAR 21 2019

Date

APPROVED AS TO CONTENT


RWRD Director


Real Property Manager

**SALIDA DEL SOL HOMEOWNERS
ASSOCIATION:**

Authorized Officer Signature

Printed Name and Title

Date

**PROMONTORY II AT SUNRISE HOMEOWNERS
ASSOCIATION, INC.:**


Authorized Officer Signature


Printed Name and Title

02/14/2019
Date

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY:

Chairman, Board of Supervisors

ATTEST

Clerk of Board

Date

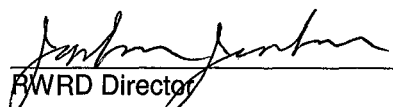
APPROVED AS TO FORM



Deputy County Attorney

3-21-19
Date

APPROVED AS TO CONTENT



RWRD Director



Real Property Manager

**SALIDA DEL SOL HOMEOWNERS
ASSOCIATION:**

Venda M. Schmid
Authorized Officer Signature

VENDA M. SCHMID, PRESIDENT
Printed Name and Title

2/15/2019
Date

**PROMONTORY II AT SUNRISE HOMEOWNERS
ASSOCIATION, INC.:**

Authorized Officer Signature

Printed Name and Title

Date


 PIMA COUNTY																
WASTEWATER RECLAMATION																
Pump Systems Group																
Project:		Salida Del Sol Private LS														
Address:		5575 N. Salida Del Sol														
Description:		Existing System-Duplex Lift Station														
Item	Category	Type	#	Make	Model	Serial #	Impeller Code	Impeller Diam	Rated hp	Service Phase	Freq (Hz)	Volt	Rated Current (amp)	Date	rpm	Discharge Diam (in)
1	Pumps	Grinder	1 (North)	Flygt	MP 3127.170-5127	S0510053	266	159 mm	9.4	1	60	230	38	Unk	3430	2
		Grinder	2 (South)	HOMA	GRP58/1	83975	1	6.125"	10	1	60	230	37	2014	3450	2
		Grinder	Spare	HOMA	GRP58/1	Unk	1	6.125"	10	1	60	230	37	2015	3450	2
2	Pump Control	Floats	4	Conery Mfg	2900	B4S1	Mercury									
		Setpoints	Pumps Off	29.50												
			Pump 1 On	30.50	Operating Band =	1.00 ft										
			Pump 2 On	31.50												
			Hi Alarm	31.50												
3	Wetwell	Matl	Shape	Diam (in)	Invert EI (ft ad)	Hatch EI (ft ad)	Depth (ft)	Inflow Invert (ft ad)	Coating	Hatch Type	Clear Opening	Type	Guide Rail Style	Diam (in)		
		Concrete	Circ	72	28.92	42.25	13.33	32.00	None	Single	30"x48"	Dual	Flygt	0.75		
4	Valve Vault	Concrete	Circ	48			5.40			MH Cvr	24"					
5	Manifold	Style	Dual 2-inch PVC from pumps yoked to single 2.5-inch FM													
		Type	Subtype	Size (in)	Mfr	Number										
6	Manifold Valve	Check	Ball	2	IPEX	2										
7	Manifold Valve	Control	Ball	2	IPEX	2										
		Matl	ID (in)	Length (ft)	Monuments	Discharge MH										
8	Force Main	PVC	2.5	1,373	None	3267-01A										
9	Power	Single phase, 220 V														
10	Control Panel	EG Controls NEMA Type 3R Enclosure, Duplex Float Control														
		Control Voltage 120 V														
		Start/Run Capacitors														
		Flygt MiniCAS II (2 ea) Motor Temp/Seal Leakage Protection Units														
		Sulzer CA 462 (2 ea) Motor Temp/Seal Leakage Protection Unit														
		Rotating Beacon Visual Alarm														
11	Odor Control (FM)	Thomas Model 927CA18 Diaphragm-style Air Compressor tapped to Pump 2 discharge between check and ball valve														
12	Communications	United Security Products AD-2000 Auto Dialer (Alarm Callouts)														
13	Backup Power	None														
14	Onsite Water Service	None														
15	Perimeter Fence/Wall	None														
16	Tributary Homes	71														

EXHIBIT A

PUMP STATION EASEMENT

For valuable consideration, the Salida Del Sol Homeowners Association, an Arizona non-profit corporation, and the Promontory II at Sunrise Homeowners Association, Inc., and Arizona non-profit corporation, ("Grantors") hereby grant to Pima County, a political subdivision of the State of Arizona, ("County"), a perpetual, exclusive easement in, over, under, and across the real property described on the attached **Attachment "A"** (the "Property") for the purpose of operating the County-owned wastewater pump station located on the Property.

County, its successors, assigns, and agents may enter on the Property at all reasonable times for the purpose of construction, maintenance, repair, service, replacement, and removal of the pump station, all appurtenances thereto, and all public utility lines serving the pump station (collectively, the "Facilities").

Grantors agrees to maintain the Property free of any obstruction or encroachments at all times, that would block or impede County from driving large maintenance vehicles over the Property to construct, install, maintain, repair, operate, or remove its Facilities. Such obstructions or encroachments include, but are not limited to: fences, walls, boulders, stone rip-rap, paving, curbs, trees, large shrubs or cacti, special or elaborate plantings, storage sheds, swimming pools, parked vehicles, underground piping or wiring, and other similar obstacles.

Grantors agree to County's right to control all access to the Property through the use of fencing and such other appropriate security measures as County deems necessary. Grantors cede all rights to access the Property provided, however, Grantors may access those areas outside the County's fence line for the purpose of planting and maintaining vegetation. Grantors agree that vegetation types and locations will not encroach upon buried utilities within the Property nor will they impede County operation or maintenance of the Facility. Grantors further agree that County may, without compensation to Grantors or any obligation to replace, remove vegetation on the Property if necessary for repair or replacement of the pump station. County further agrees as follows:

- a. County will make all reasonable efforts to preserve the aesthetics and appearance of the real property as it is at the time of closing.
- b. Except as provided elsewhere in this Article, County will preserve the appearance, paint colors, and artwork, if any, existing at the Facility. If County has to move or change the walls surrounding the equipment, it will make reasonable efforts remove and preserve all artwork on the walls and restore it after such movement or change is completed.
- c. Except as provided elsewhere in this Article, County will not remove, change, or

damage vegetation except as necessary for maintenance of the Pump Station and appurtenant sewer facilities.

- d. County will allow Grantors to access the County's water service line for the purpose of maintaining desert vegetation landscaping around the Pump Station.
- e. County will allow Grantors to install and operate a landscape lighting controller to be plugged into a County-supplied 110V/15A outlet in or near the Facility.
- f. County desires to make modifications to the existing pump station security barrier. Grantors have the right to review and request reasonable changes to the final plans prior to any changes being implemented.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace, and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace, and remove County's Facilities, Grantor(s) will reimburse County for all associated removal activities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement, and removal of any County Facilities. Following any County use of the Property for the above purposes, County will reasonably restore the Property to its general condition existing prior to County's use provided, however, County will not replace, repair, or restore obstructions or encroachments nor will County reimburse Grantor(s) for losses associated with damage or removal of the obstructions or encroachments.

This easement will terminate if County ceases using the Property for wastewater purposes.

THIS EASEMENT granted this 14th day of February, 2019.

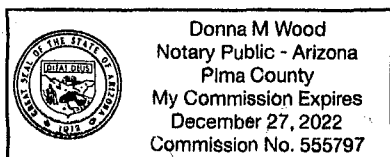
Keith Sanborn
Grantor, PROVINCIAL SECRETARY
OF ESDS

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 14th day of February, 2019, by KEITH SANBORN, Secretary of ESDS
PROVINCIAL SECRETARY

My Commission Expires:
December 27, 2022

Donna M Wood
Notary Public



damage vegetation except as necessary for maintenance of the Pump Station and appurtenant sewer facilities.

- d. County will allow Grantors to access the County's water service line for the purpose of maintaining desert vegetation landscaping around the Pump Station.
- e. County will allow Grantors to install and operate a landscape lighting controller to be plugged into a County-supplied 110V/15A outlet in or near the Facility.
- f. County desires to make modifications to the existing pump station security barrier. Grantors have the right to review and request reasonable changes to the final plans prior to any changes being implemented.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace, and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace, and remove County's Facilities, Grantor(s) will reimburse County for all associated removal activities.

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This easement will terminate if County ceases using the Property for wastewater purposes.

THIS EASEMENT granted this 15 day of FEBRUARY, 2019.

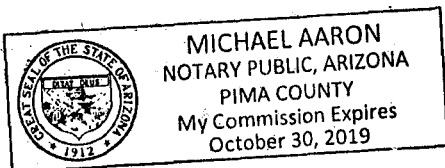
STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Venda M. Schmid
Grantor
AS PRESIDENT OF
SALIDA DEL SOL HOA

This instrument was acknowledged before me this 15th day of February, 2019, by Venda M. Schmid.

My Commission Expires:

[Signature]
Notary Public



OSBORN, PETTERSON, WALBERT & ASSOCIATES
Engineering, Surveying & Planning, Inc.

P.O. Box 31330
6383 East Grant Road
Tucson, Arizona 85751-1330
Phone: (602) 296-8544
FAX (602) 296-2356

Paul Osborn, P.E.
Arthur G. Petterson, R.L.S.
Richard K. Walbert, A.I.C.P.



Description of Private Sewer Easement

A portion of the North Half of the Northwest Quarter of Section 14, Township 13 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of Section 14;

Thence, South 02° 29' 58" West, along the East line of said Northwest Quarter, 75.18 feet to a point on the South right-of-way line of Sunrise Drive;

Thence, continue South 02° 29' 58" West, along said East line, 1245.38 feet to the Southeast corner of the North Half of said Northwest Quarter;

Thence, South 88° 50' 48" West, along the South line of the North Half of said Northwest Quarter, 776.95 feet to a point on the East right-of-way line of Salida del Sol Drive as recorded in Book 17 of Road Maps at Page 82 in the Office of the Pima County Recorder;

Thence, North 09° 23' 58" East, along said East right-of-way line, 37.61 feet to the POINT OF BEGINNING;

Thence, continue North 09° 23' 58" East, along said East right-of-way line, 55.55 feet;

Thence, South 88° 40' 00" East, 20.00 feet;

Thence, South 01° 20' 00" West, 55.00 feet;

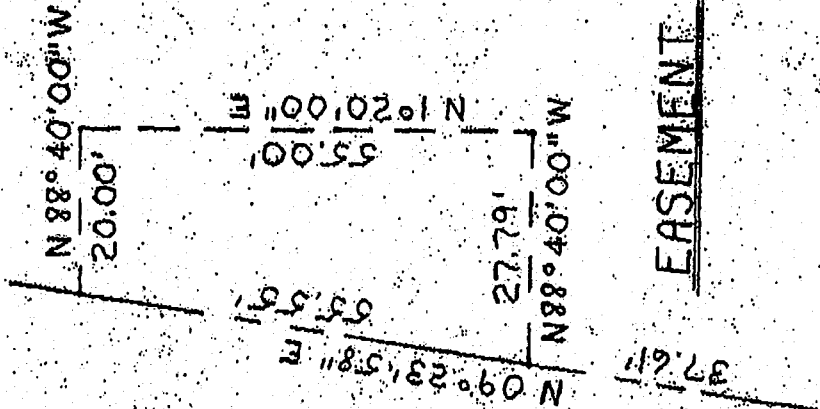
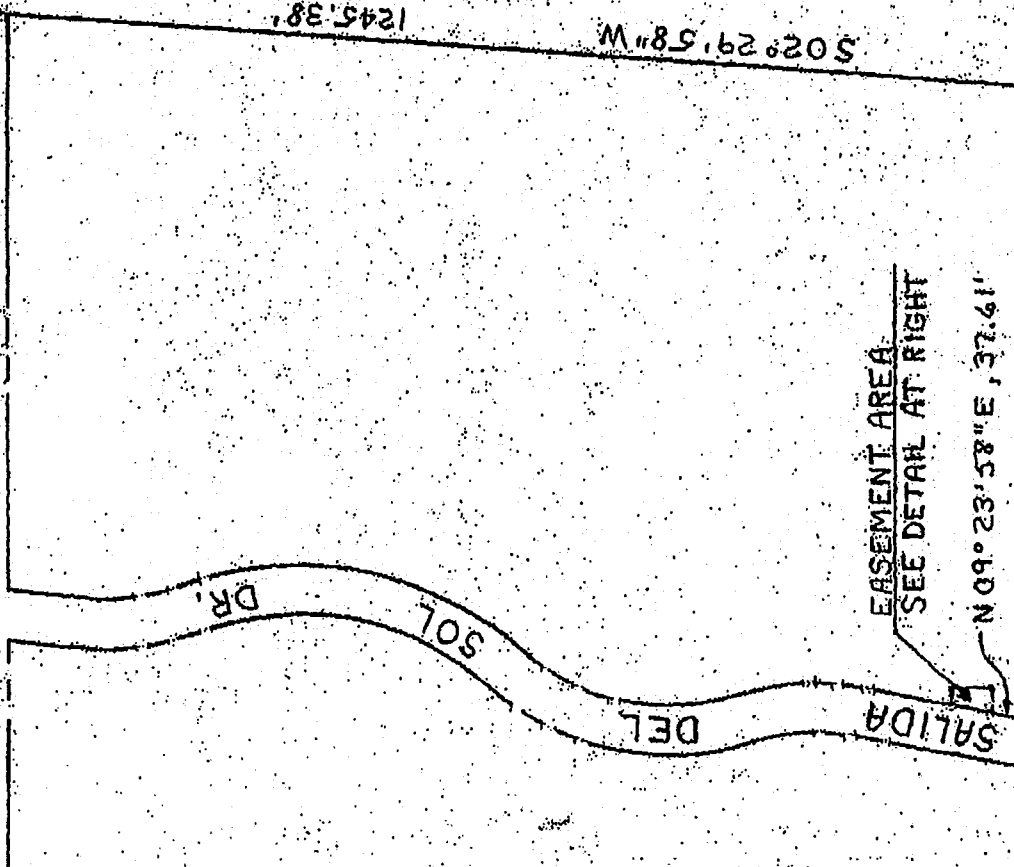
Thence, North 88° 40' 00" West, 27.79 feet to the POINT OF BEGINNING.

Containing 1314 Square Feet of land, more or less.

OPW Project No. 88002-109
SEWER.LGL
October 3, 1990
SMM:cm

SUNRISE DRIVE

75.18' NE COR. NW 1/4, 14-13-14



EASEMENT DETAIL

PRIVATE SEWER ESM'T

OSBORN, PETERSON, WILSON & ASSOCIATES

Professional Surveyors & Planners, Inc.
1001 1st Ave. S.W.
P.O. Box 1000
Portland, OR 97208

38002-109

PCRWRD JOC, Swan/Sunrise Pump Station Budget

2/5/2018

Achen-Gardner Construction, LLC
550 South 79th Street
Chandler, Arizona 85226
Office: (480) 940-1300 / Fax (480) 940-4576

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
1	Mobilization, in accordance with the Plans and specifications, complete, in place.	LS	1.00	\$ 6,000.00	\$ 6,000.00
2	Furnish, operate and maintain sewage flow management systems/equipment necessary to accomplish the sewer rehabilitation work, in accordance with the Plans and Specifications, complete in place.	LS	1.00	\$ 13,000.00	\$ 13,000.00
3	Furnish and install new submersible pump HP Flygt, complete in place. Horse Power TBD	EA	3.00	\$ 6,200.00	\$ 18,600.00
4	Furnish and install complete manifold piping and valves, Camlock connection including coating, in accordance with the plans and specifications, complete in place.	LS	1.00	\$ 6,500.00	\$ 6,500.00
5	Modify wet well to perform as a self-cleaning wet well, including concrete top slab, safety grate, hatches, rails and lining repairs, in accordance with the plans and specifications, complete in place.	LS	1.00	\$ 37,000.00	\$ 37,000.00
6	Furnish and install all electrical equipment, wiring SCADA with Antenna Pole and site lighting in accordance with the plans and specifications, complete in place.	LS	1.00	\$ 85,000.00	\$ 85,000.00
7	Furnish and install an approved backup diesel generator, in accordance with the plans and specifications, complete in place.	LS	1.00	\$ 30,000.00	\$ 30,000.00
8	Furnish and install all CMU wall and gates, in accordance with the plans and specifications, complete in place. 8' tall x 30' x 30'	LS	1.00	\$ 23,000.00	\$ 23,000.00
9	Provide survey and RLS sealed as-built drawings, in compliance with RWRD standards.	LS	1.00	\$ 6,500.00	\$ 6,500.00
10	Coordinate installation of water service for site, backflow preventer and cage, service line and bib, including permitting and fees, in accordance with the plans and specifications, complete in place.	LS	1.00	\$ 7,500.00	\$ 7,500.00
11	Provide an Electrical Engineer to size the diesel generator, perform Arch-Flash Hazard Analysis and miscellaneous electrical requirements, in compliance with RWRD standards.	LS	1.00	\$ 4,000.00	\$ 4,000.00
12		Sub-Total			\$ 237,100.00
13	Provide miscellaneous construction materials, labor, and equipment by FORCE ACCOUNT, complete in place	10% of Sub-Total			\$ 23,710.00

262,810

EXHIBIT C

PCRWRD JOC, JOB ORDER NO. 1180XX
Price Book Bid Schedule

8/27/2018

Achen-Gardner Construction, LLC
 550 South 79th Street
 Chandler, Arizona 85226
 Office: (480) 940-1300 / Fax (480) 940-4576

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
<u>N Crescent Ridge Dr / MH 4(W) to MH 3(W)</u>					
213	Porta Potties, Per Day - (1 Each for crews)	DY	2.00	\$ 50.00	\$ 100.00
215	CCTV of Line, 6" to 10" - (Pre/Post Rehab)	LF	930.00	\$ 1.45	\$ 1,348.50
218	Sewer Cleaning, 6" to 10"	LF	465.00	\$ 2.30	\$ 1,069.50
*	Vactor Bypass	HR	4.00	\$ 225.00	\$ 900.00
*	Top Hats	EA	4.00	\$ 975.00	\$ 3,900.00
	Traffic Control "Allowance"	LS	1.00	\$ 500.00	\$ 500.00
	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 8,818.00
<u>E Mesa Crest Place / MH 8 to MH 6</u>					
2B	8" CIPP Repair (5' to 10')	LF	125.00	\$ 42.00	\$ 5,250.00
111	HCS Reinstatement for CIPP, Mechanized	EA	2.00	\$ 240.00	\$ 480.00
114	CIPP Mobilization for 6" to 12" Diameter	EA	1.00	\$ 8,800.00	\$ 8,800.00
213	Porta Potties, Per Day - (1 Each for crews)	DY	4.00	\$ 50.00	\$ 200.00
215	CCTV of Line, 6" to 10" - (Pre/Post Rehab)	LF	250.00	\$ 1.45	\$ 362.50
218	Sewer Cleaning, 6" to 10"	LF	125.00	\$ 2.30	\$ 287.50
*	Vactor Bypass	HR	8.00	\$ 225.00	\$ 1,800.00
*	Chain Flail	HR	2.00	\$ 440.00	\$ 880.00
*	Bypass Ramp, 20'	EA	3.00	\$ 360.00	\$ 1,080.00
	Traffic Control "Allowance"	LS	1.00	\$ 500.00	\$ 500.00
	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 20,640.00
<u>N Salida del Sol Dr / MH 2 to MH 1</u>					
2B	8" CIPP Repair (5' to 10')	LF	145.00	\$ 42.00	\$ 6,090.00
213	Porta Potties, Per Day - (1 Each for crews)	DY	4.00	\$ 50.00	\$ 200.00
215	CCTV of Line, 6" to 10" - (Pre/Post Rehab)	LF	290.00	\$ 1.45	\$ 420.50
218	Sewer Cleaning, 6" to 10"	LF	145.00	\$ 2.30	\$ 333.50
*	Vactor Bypass	HR	8.00	\$ 225.00	\$ 1,800.00
*	Chain Flail	HR	2.00	\$ 440.00	\$ 880.00
	Traffic Control "Allowance"	LS	1.00	\$ 500.00	\$ 500.00
	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 11,224.00
TOTAL					\$ 40,682.00

EXHIBIT C

**Achen-Gardner Construction, LLC**

550 South 79th Street

Chandler, Arizona 85226

Office: (480) 940-1300 / Fax: 480-940-4576

Owner: Pima County Regional Wastewater Reclamation Department

Project: Wastewater Conveyance Job Order Contract

No. 18000000000000000018

Date: 8/27/2018

Revision:

PROJECT INFORMATION:

JO No.	1180XX	AGC Job No.	36252XX
Project Address:	N Crescent Ridge Dr		
Work Description:	CIPP		
Site Location(s):			
	(1) N Crescent Ridge Dr		
	(2) E Mesa Crest Pl		
	(3) N Salida del Sol Dr		

GMP SUMMARY:

Activity	Description			Amount
A	Direct Cost of Work			\$ 40,682.00
B	Contingency		0.00%	\$ -
C	Construction Fee and General Overhead		0.00%	\$ -
D	General Conditions Costs			
	D1 - General Conditions		0.00%	
	D2 - Payment and Performance Bonds		0.00%	
	D3 - Insurances		0.00%	
E	Sales Taxes @ 65% of	6.10%	3.965%	\$ 1,613.04
F				\$ 42,295.04
G	Owner's Contingency		5.00%	\$ 2,114.75
H	Total Contract Amount			\$ 44,409.79



Achen-Gardner Construction, LLC

550 South 79th Street
Chandler, Arizona 85226
Office: (480) 940-1300 / Fax: 480-940-4576

Owner: Pima County Regional Wastewater Reclamation Department
Project: Wastewater Conveyance Job Order Contract
No. 18000000000000000018

Date: 8/27/2018
Revision:

PRICE BOOK BID PROPOSAL

PROJECT INFORMATION:

JO No.	1180XX	AGC Job No.	36252XX
Project Address:	N Crescent Ridge Dr		
Work Description:	CIPP		
Site Location(s):			
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GMP SUMMARY:

Activity	Description			Amount
A	Direct Cost of Work			\$ 40,682.00
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F				\$ 42,295.04
G	Owner's Contingency		5.00%	\$ 2,114.75
H	Total Contract Amount			\$ 44,409.79

PCRWRD JOC, JOB ORDER NO. 1180XX
Price Book Bid Schedule

8/27/2018

Achen-Gardner Construction, LLC
550 South 79th Street
Chandler, Arizona 85226
Office: (480) 940-1300 / Fax (480) 940-4576

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	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 8,818.00
<u>E Mesa Crest Place / MH 8 to MH 6</u>					
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	Traffic Control "Allowance"	LS	1.00	\$ 500.00	\$ 500.00
	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 20,640.00
<u>N Salida del Sol Dr / MH 2 to MH 1</u>					
2B	8" CIPP Repair (5' to 10')	LF	145.00	\$ 42.00	\$ 6,090.00
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	Force Account "Allowance"	LS	1.00	\$ 1,000.00	\$ 1,000.00
DIRECT COST OF WORK					\$ 11,224.00
TOTAL					\$ 40,682.00

EXHIBIT D

SBE Report

JO No. 1180XX

DATE: 8/27/2018

Item No.	Subcontractor	Subcontract Amount	SBE
1	Desert Barricades (Approximate, Based on Invoices)	\$ 1,500.00	Yes
2		\$ -	

Total SBE:	\$ 1,500.00	Approximate
Summary Amount:	\$ 42,295.04	

Percentage of SBE:	3.5%
--------------------	------

EXHIBIT D

PUBLIC SEWER ACCESS EASEMENT

For valuable consideration, the Salida Del Sol Homeowners Association, an Arizona non-profit corporation, and the Promontory II at Sunrise Homeowners Association, Inc., and Arizona non-profit corporation, ("Grantors") hereby grant to Pima County, a political subdivision of the State of Arizona, ("County"), a perpetual, non-exclusive easement in, over, under, and across the common and public areas within Promontory I and Promontory II, as shown in Book 44 of maps and Plats at Page 6 and Book 47 of Maps and Plats at Page 25, respectively, of the records of Pima County, Arizona (the "Property") for the purpose of accessing the County-owned wastewater pump station located adjacent to the easement area.

County, its successors, assigns, and agents may enter on the Property at all reasonable times for the purpose of construction, maintenance, repair, service, replacement, and removal of the pump station, all appurtenances thereto, and all public utility lines serving the pump station (collectively, the "Facilities").

Grantor(s) agree(s) to maintain the Property free of any obstruction or encroachments at all times, that would block or impede County from driving large maintenance vehicles over the Property to construct, install, maintain, repair, operate, or remove their Facilities. Such obstructions or encroachments include, but are not limited to: fences, walls, boulders, stone rip-rap, paving, curbs, trees, large shrubs or cacti, special or elaborate plantings, storage sheds, swimming pools, parked vehicles, underground piping or wiring, and other similar obstacles.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace, and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace, and remove County's Facilities, Grantor(s) will reimburse County for all associated removal activities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement, and removal of any County Facilities. Following any County use of the Property for the above purposes, County will reasonably restore the Property to its general condition existing prior to County's use provided, however, County will not replace, repair, or restore obstructions or encroachments nor will County reimburse Grantor(s) for losses associated with damage or removal of the obstructions or encroachments.

Grantors may use the Property for any purpose consistent with the actual use of this easement. However, Grantor covenants to keep the Property open and free from any obstruction or

encroachment at all times. Grantor will not excavate within the easement unless given specific, written permission by County.

This easement will terminate if County ceases using the adjacent property for wastewater purposes.

The landscaping within all public sewer easements will be in accordance with the planning guidelines of Pima County Regional Wastewater Reclamation Department Engineering Design Standards 2012, Section 7.7.

THIS EASEMENT granted this 14th day of February, 2019.

STATE OF ARIZONA)

COUNTY OF PIMA)

) ss

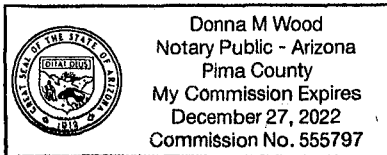
Keith Sanborn
Grantor, SAs REITH SANBORN
SECRETARY

This instrument was acknowledged before me this 14th day of February, 2019, by REITH SANBORN, SECRETARY OF EDS.

Donna M Wood
Notary Public

My Commission Expires:

December 22, 2022



encroachment at all times. Grantor will not excavate within the easement unless given specific, written permission by County.

This easement will terminate if County ceases using the adjacent property for wastewater purposes.

The landscaping within all public sewer easements will be in accordance with the planning guidelines of Pima County Regional Wastewater Reclamation Department Engineering Design Standards 2012, Section 7.7.

THIS EASEMENT granted this 15 day of FEBRUARY, 2019.

STATE OF ARIZONA

)

Venda M. Schmid
Grantor
AS PRESIDENT OF
SALIDA DEL SOL HOA

) ss

COUNTY OF PIMA

)

This instrument was acknowledged before me this 15th day of February, 2019, by Venda M. Schmid.

Michael Aaron
Notary Public

My Commission Expires:



MICHAEL AARON
NOTARY PUBLIC, ARIZONA
PIMA COUNTY
My Commission Expires
October 30, 2019

Division of Costs for Sewer System Upgrade and Repair Costs

SALIDA DEL SOL HOA

Lift Station Upgrade Cost (Incl. 10% contingency)	= 59% of \$260810	= \$153877.90
Gathering System Repair Cost		
Direct Cost of Work	= \$8818.00	
Sales Tax @ 3.965%	= <u>\$349.63</u>	
Subtotal	= \$9167.63	
Contingency = 5% of Subtotal	= <u>\$458.38</u>	
SDS Share of Total Gathering System Repair	= \$9626.01	
SDS Total for System Conveyance	= \$153877.90 + \$9626.01	= \$163,503.91
Initial Down Payment (10%)	= 16,350.00	
Remainder:	\$147,153.91	
10 Annual Installments:	\$14,715.39	

PROMONTORY II HOA (Estates of Salida del Sol)

Lift Station Upgrade Cost (Incl. 10% contingency)	= 41% of \$260810	= \$106932.10
Gathering System Repair Cost		
Direct Cost of Work	= \$31864.00	
Sales Tax @ 3.965%	= <u>\$1263.41</u>	
Subtotal	= \$33127.41	
Contingency = 5% of Subtotal	= <u>\$1656.37</u>	
PII Share of Total Gathering System Repair	= \$34783.78	
PII Total for System Conveyance	= \$106931.10 + \$34783.78	= \$141,715.88
Initial Down Payment (10%)	= \$14,171.00	
Remainder:	\$127,544.88	
10 Annual Installments:	\$12,754.49	