



Request for Proposals

Pima County's Former Roger Road Wastewater Treatment Facility ("Roger Road")

Repurposing and Adaptive Reuse
Of the Existing Infrastructure at Roger Road

Request for proposals for the adaptive
reuse, development and use of the decommissioned Roger Road
Wastewater Treatment Facility near Interstate 10 and Roger Road.

**Roger Road Economic Development Partnership Board
c/o Pima County Real Property Services Department
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215**

To All Interested Parties:

The Roger Road Economic Development Partnership Board (the “Board”) is seeking proposals from qualified parties interested in entering into a License with Pima County for all or a portion of the decommissioned Roger Road wastewater treatment facility (the “Property”) for the purpose of adaptive reuse, development and use of the Property for productive and beneficial economic purposes facilitating jobs and economic.

The Board was established by an Intergovernmental Agreement between Pima County and the University of Arizona, to cooperate in developing opportunities for economic advancement, by helping to attract possible new and different pursuits to the area, and by helping to develop possible new and different food, energy, engineering innovations as well as water quality standards and public education, as well as any others thus enhancing overall economic development for the benefit of County residents.

Proposal Forms may be obtained on and after September 30, 2014:

In Person: Pima County Real Property Services, Front Desk (9:00 – 5:00)
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

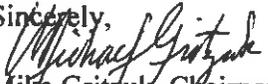
Online -- http://webcms.pima.gov/government/real_property/

Mail – Roger Road Economic Development Partnership Board
C/o Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215
Phone – 520-724-6667 (call to request)

Proposals are to be completed and submitted as indicated below. The first round of proposals received by the Board by close of business on November 14, 2014, will be reviewed by the Board on November 19, 2014.

Proposal Submittal Information:
Location: Pima County Real Property Services
Attn.: Michael D. Stofko
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Thank you for your interest.

Sincerely,

Mike Gritzuk, Chairperson

Roger Road Economic Development Partnership Board

1. Introduction and Statement of Purpose

The Roger Road Economic Development Partnership Board (the "Board") is an entity comprised of eight (8) duly-appointed Members, four (4) each from Pima County ("County") and the University of Arizona ("UA"), pursuant to an Intergovernmental Agreement (the "IGA") approved by the County and UA. The Board was created to effectuate the agreement between the County and the UA to cooperate on the development and oversight of the adaptive reuse of the Property to create jobs and maximize its economic benefit to the community.

The County Board of Supervisors wishes to enter into a License or Licenses with one or more businesses which have an interest in utilizing all or a portion of the space (the "Licensed Area") and the existing infrastructure on the Licensed Area for the express purpose of economic development through adaptive reuse of the Property. A Licensee will be required, at its own expense, to make any improvements necessary to its Licensed Area, and to operate, insure, repair and maintain the Licensed Area.

2. RFP Process

A firm that is interested in entering into a License and operating a business or research operation in a Licensed Area (a "Proposer"), and that meets the minimum qualifications (both financial and operational) as described below (the "MQs"), should submit a Proposal to the Board as described in this Request for Proposals (this "RFP"). Eight (8) sealed copies of the Proposal must be submitted (meaning physically delivered and received) at the Offices of Pima County Real Property Services, Attn.: Michael D. Stofko, 201 N. Stone Avenue, 6th Floor. The Proposal must contain the information required by Paragraph 6 below. All Proposals that meet the minimum requirements of this RFP will be scored by the Board and will be submitted to the County Board of Supervisors for consideration. After the County Board of Supervisors has approved a Proposal, the Board will attempt to negotiate a final License Agreement with the Proposer, on the terms and conditions approved by the County Board of Supervisors. Each such finalized License Agreement shall be submitted to the County Board of Supervisors for approval and execution. Decisions of the County Board of Supervisors with regard to approval or disapproval of all License Agreements for use of any portion of the Property shall be final.

Any firm interested in submitting a Proposal may request a pre-proposal meeting and an onsite visit of the Property by contacting Michael D. Stofko, Pima County Real Property Services, at 724-6667.

The intent is for the County to enter into a License or Licenses, in substantially the form attached to this RFP as **Exhibit A**, with Proposers whose proposed use of a Licensed Area is consistent with the Board's intended adaptive reuse of the Property. The County, however, reserves the right to cancel the project at any point in the RFP process, waive compliance with any requirement of this RFP, except as such requirement applies to Cultural Resources, as set forth with specificity in Section 3 below, reject all proposals and issue a new RFP, or take any further

actions that are deemed to be in the best interests of the County. By submitting a Proposal, a Proposer is agreeing that if it is selected, it will enter into a License with the County, with the terms and conditions set forth in this RFP, and operate its business as set forth in its Proposal. While the final form of the License will be subject to some negotiation between the Proposer and the County, any refusal by the Proposer to agree to the terms set forth in this RFP, or any failure of the parties to negotiate a final form of License, may result in the Proposal being deemed non-responsive. In that event, the County will have the right to reject that Proposal.

The RFP will remain outstanding and interested Proposers may submit Proposals until the County has accepted Proposals and entered into Licenses for use of all areas of the Property, unless County elects, in its sole discretion, to remove portions of the Property from the RFP process. All RFPs will comply with County contracting and selection requirements.

3. Site

Location, Size & Description: Land available for reuse is approximately 40 acres, located west of Interstate 10, east of the Santa Cruz River, north of the Sweetwater Wetlands owned by the City of Tucson, and south of the County's new water reclamation facility called the Agua Nueva WRF. A map showing the location of the Property is attached to this RFP as **Exhibit B**. Adjacent to the Property are several environmentally significant ponds, fed by reclaimed water, that are frequently visited by various forms of wildlife and are a popular bird watchers site. The ponds will continue to be fed with reclaimed water from the Agua Nueva WRF and become part of the proposed Nodal Park and Linear Park being planned by the County. The Nodal and Linear Parks and the acreage comprising them are *not* part of the Property and will be separated from and fenced off from the Property and will have a separate public access. The entire Property is fenced with the main entrance locked around the clock. A contract security service is currently provided.

Infrastructure: The existing infrastructure located on the Property is depicted on **Exhibit C** and includes but is not limited to buildings, tanks, clarifiers, digesters and roadways.

Zoning: The Property consists of a portion of Tax Parcel 103-06-092H and is located entirely within the jurisdiction of the City of Tucson. Proposer will be responsible for determining whether its proposed use is in compliance with all applicable laws and ordinances.

Existing Easements: There are two existing easements on the Property, both for potable City Water. The easements each contain a 12 inch water main and are 15 feet wide. Each easement begins at the northern boundary of the Property. One easement extends south approximately 810 feet and the other approximately 230 feet south of the northern boundary. There is also a reclaimed water main on the Property operated by Tucson Water without a formal easement.

Cultural Resource Conditions: An abstract from a cultural resource survey report documenting an inventory of the Property is attached to this RFP as Exhibit D. The full cultural resources report is available at http://webcms.pima.gov/government/real_property/.

The Property contains a portion of a known archeological site and several existing buildings and structures have been determined National Register-eligible Historic Properties. The Proposer is responsible for ensuring that Pima County cultural resources requirements are met prior to beginning any ground-disturbing activities. All required cultural resources investigations shall be subject to Pima County and Arizona State Historical Preservation Office review and concurrence. In the event of ground-disturbing activities, or actions with the potential to affect the eligible buildings or structures, the Proposer must arrange to have the cultural resource survey reviewed by an Arizona State Museum (ASM)-permitted cultural resources company and must include the company's preliminary schedule and cost estimate in the Proposer's Proposal. It is recommended that the Proposer team with an ASM-permitted company that has prior experience in the excavation of pre-Hohokam and Hohokam archeological sites in the Tucson Basin and historic buildings and structures, and is also familiar with Pima County cultural resources requirements—see www.pima.gov/cultural/Review.html. The Proposer can get a list of ASM-permitted cultural resources professionals from ASM on the web at www.statemuseum.arizona.edu/crservices/permits/index.shtml.

Water Availability: Water will be available for delivery to the Property to accommodate all Licensed Areas at a cost to be determined from the Agua Nueva Wastewater Reclamation Facility.

4. **Surrounding Area and Access**

North of the Property, a new Water Reclamation Facility (WRF) called the Agua Nueva WRF is constructed and in service. The new WRF incorporates full odor control and is surrounded by an architecturally and aesthetically pleasing security barrier and landscaping. Just north of the Agua Nueva WRF is the site of the new RWRD Central Laboratory Complex and Training Center called the Water and Energy Sustainability Center (“WESC”).

East of the Property is property owned by the City of Tucson for use by Tucson Water. Tucson Water is currently completing the construction of reclaimed water recharge basins east of Agua Nueva WRF. Immediately adjacent to the City of Tucson land is vacant land owned by the State of Arizona.

South of the Property is the existing Sweetwater Wetlands owned by the City of Tucson and operated by Tucson Water.

West of the Property and along the east bank of the Santa Cruz River will be the location of a proposed Linear Park providing a biking/walking path, lined with native landscaping. Just west of the location for the Linear Park is the Santa Cruz River, which accepts the treated water

discharge from the Agua Nueva WRF at the same outfall location from which the former Roger Road WRF discharged into the Santa Cruz. Just west of the Santa Cruz River is the City of Tucson's Silverbell Regional Park (Christopher Columbus Park).

The described area can be accessed by the frontage road from the Ruthrauff Road/ El Camino Del Cerro or Prince Road exits of Interstate 10 ("I-10").

5. **Terms of License**

A Proposer whose Proposal has been accepted by County will be required to enter into a formal License Agreement with the County for its Licensed Area in substantially the form of the License Agreement attached to this RFP as Exhibit A.

6. **Proposals.**

6.1 **Minimum Qualifications** In order to be deemed responsive, Proposers must demonstrate that they meet the following minimum qualifications:

- The Proposer must demonstrate experience and expertise with respect to the proposed use as set forth in its Proposal.
- The Proposer must demonstrate financial ability to perform its monetary obligations under the License Agreement, for example, the ability to make any necessary tenant improvements, to pay any rent due under the License, and to pay for all ongoing expenses of its operations on the Property.
- The Proposer must describe the proposed use of the Licensed Area including the use of any space and infrastructure and/or equipment to be used in connection with its Proposed Use.
- The Proposer must explain its Proposed Use of the Licensed Area in terms of adaptive and beneficial use, including a description of the products being developed or produced, the value of said products, projected employment levels and other factors which would allow the evaluation team to make a sound economic evaluation of the Proposal.

6.2. **Costs Associated With Proposed Use.**

The Proposal should describe, to the extent possible, all anticipated costs in connection with the Proposer's proposed modification of the existing infrastructure, if applicable, and the purchase and installation of any additional equipment that will be required in order to implement the proposed use of the Licensed Area.

6.3 Rent or Payments to be made to County

The Proposal should list the monthly or annual rent Proposer expects to pay to County for use of the Licensed Area.

6.4 Proposed Term of License.

The Proposal should list the length of time Proposer intends to License the Licensed Area.

7. Schedule for Review of Proposals

Proposals will be reviewed by the Board in the order that they are submitted. The Board will review each Proposal within sixty (60) days of receiving the Proposal.

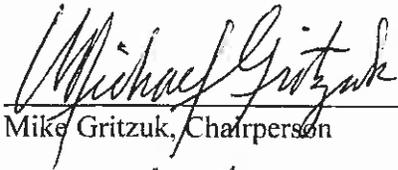
8. Evaluation Criteria and Scoring Each Proposal will be evaluated by the Board and Scored according to the following criteria:

<u>Category:</u>	<u>Points:</u>
Proposer’s Experience	17
Proposer’s Past Financial Performance	17
Adaptive and Beneficial Use	17
Economic Benefits, Including Jobs	17
Rent Proposer proposes to pay	17
Costs Involved in Proposed Use	5
Proposed Term of License	5
The potential of the Proposal to Exist synergistically with other Licenses	5

ROGER ROAD ECONOMIC DEVELOPMENT

PARTNERSHIP BOARD

BY:



Mike Gritzuk, Chairperson



Date



**PIMA COUNTY DEPARTMENT OF
REAL PROPERTY SERVICES**

PROJECT: Reuse of Roger Road Treatment Facility

LICENSEE: [awardee legal name]

REVENUE CONTRACT

LICENSE AGREEMENT

1. **PARTIES; EFFECTIVE DATE.** This License Agreement ("**License**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona (hereinafter "**County**"), and _____ (hereinafter "**Licensee**"). This License shall be effective (the "**Effective Date**") on the date it is signed by all of the parties hereto.

2. **BACKGROUND AND PURPOSE.**

2.1. County owns that certain real property which is a portion of the former Roger Road Wastewater Reclamation Facility and which is described and depicted, collectively, on the attached Exhibits A and A-1 (the "**Property**").

3. Licensee wishes to use a specific portion of the Property (the "**Licensed Area**") subject to the terms and conditions as set forth in this License. The Licensed Area is depicted on Exhibit B attached hereto. License desires to engage in the following activities (the "**Permitted Activities**") on the Licensed Area:

4. **LICENSED AREA.** County hereby licenses the License Area to Licensee, under the terms and conditions in this License, for the Permitted Activities and no other purpose.

5. **TERM.** The term of this License shall commence on the Effective Date and shall terminate _____ () months after the Effective Date (the "**Term**").

6. **FEES.** The fee payable by Licensee to County for use of the Licensed Area is _____ dollars (\$____) per month (the "**License Fee**").

7. **LICENSEE'S USE OF THE LICENSED AREA.** Licensee shall use the Licensed Area for the sole purpose of the Permitted Activities, subject to the following terms and conditions:

7.1. Expenses of Licensee. Licensee shall conduct all of its operations at the Licensed Area at its own expense and without contribution from County, including payment of all utilities and maintenance of all equipment and facilities in the Licensed Area. Licensee shall not suggest, state or imply that County will participate, guarantee or otherwise assist in any financial obligation undertaken by Licensee with respect to its operations at the Licensed Area.

7.2. Compliance with Laws. Licensee shall comply with all applicable federal, state, and local laws, rules and regulations, and standards, and shall obtain all permits and/or licenses necessary to perform the Permitted Activities at the Licensed Area.

8. **IMPROVEMENTS TO LICENSED AREA.**

8.1. County's Consent. Licensee shall not make any physical improvements, alterations, additions, or changes to the Property (collectively, the "**Alterations**") without obtaining at least two (2) responsible bids therefor from qualified contractors for any work costing over one thousand dollars (\$1,000.00) and obtaining prior written consent from:

8.1.1. County's Administrator or his designee if the cost of the Alterations is not greater than one hundred thousand dollars (\$100,000.00); and

8.1.2. County's Board of Supervisors if the cost of the Alterations is more than one hundred thousand dollars (\$100,000.00).

8.2. Plan and Specifications. Licensee shall provide County with plans and specifications developed by an Arizona registered architect or engineer for County's

review prior to initiating any work. County will have forty-five (45) days after receipt of Licensee's request to make Alterations to approve or reject the proposed Alterations. Failure of County to respond to Licensee's request to make Alterations within forty-five (45) days after receipt of Licensee's intent by County will be deemed approval.

8.3. Consent Withheld. County shall not unreasonably withhold consent to proposed Alterations; provided, however, it is reasonable for County to withhold consent for any of the following, among other reasons, if the Alterations:

8.3.1. adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Property or affect the integrity of the Property or the Property features or its infrastructure;

8.3.2. result in County being required to perform any work that County could otherwise avoid or defer;

8.3.3. result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard;

8.3.4. are not awarded to the lowest responsible bidder.

8.4. No County Liability for Approval of Alterations. County's review of the plans and specifications will be solely for County's purposes and will not imply that County has reviewed the plans and specifications for quality, design, laws, compliance, or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, staff or consultants, County will have no liability whatsoever in connection therewith and will not be responsible for any omissions or errors contained in any construction drawings, and Licensee's indemnity set forth in the Indemnification Clause of this License specifically applies to the construction drawings. County's review will be solely to determine that the proposed Alterations are consistent with the purposes of this License.

8.5. Construction of Improvements.

8.5.1. *Compliance with Law.* All improvements must comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.

8.5.2. *Indemnification.* All construction contracts must include an indemnification provision requiring the contractor to indemnify, defend, and hold

harmless County from all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind or nature arising from contractor's negligent or intentional acts, errors, or omissions.

8.5.3. Insurance. Licensee shall require said contractors to obtain insurance coverage of a type and amount acceptable to County and to name Licensee and County as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, Licensee shall deliver to County a complete and reproducible set of the plans and specifications of the improvement or buildings as built.

8.6. Indemnification by Licensee. Licensee shall indemnify, hold County harmless, and defend County against liability for any damage to property or injury to persons occasioned by any construction by Licensee at the Property.

8.7. Property of County. All improvements placed upon the Property will become the property of County at the time they are placed thereon, and will be surrendered to County upon termination of this License free and clear of all liens and encumbrances of every kind and in good and operable condition, excluding reasonable wear and tear.

9. **ENVIRONMENTAL**. Licensee shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Licensed Area by Licensee, its agents, employees, contractors or invitees. Licensee shall fully comply with all environmental rules and regulations with respect to its operations on the Licensed Area and shall remediate and clean up any contamination of the Licensed Area occurring during the term of this License.

10. **ENTRY BY COUNTY**. County may enter the Licensed Area at any time to inspect the Licensed Area and Licensee's operations thereon.

11. **INSURANCE**.

11.1. Liability Insurance. Licensee shall obtain and maintain, at its own expense, during the entire term of this License, commercial general liability insurance in the amount of \$___ million dollars per occurrence.

11.2. Certificates of Insurance. Insurance shall be from carriers acceptable to County. Licensee shall provide County with a certificate of insurance naming Pima County as an "Additional Insured". The certificate shall provide for a thirty (30) day

advance notice of modification, material change, non-renewal, or cancellation.

11.3. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management. County shall notify Licensee in writing of any changes to the aforesaid insurance requirements, and Licensee shall have sixty (60) days to comply with the requirements as changed.

11.4. Injury Reports. By the 15th of each month, Licensee shall provide to County a report listing any incident involving injury to persons or damage to property occurring at the Licensed Area. If any such injury to persons requires emergency medical treatment, Licensee shall contact County within one (1) business day of such incident. County shall have the right to investigate any incident involving injury to persons or property occurring at the Licensed Area and Licensee shall provide County with all information available to Licensee about such incident.

12. **INDEMNIFICATION.** Licensee agrees to indemnify, defend, and hold harmless County and its officers, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of Licensee's use of the Licensed Area or any surrounding property pursuant to this License to the extent arising from any act, omission, fault, or negligence by Licensee or its officers, employees, or agents, invitees or contractors, or anyone under its direction or control or on its behalf in connection with this License.

13. **NOTICES.** Any notices required hereunder shall be delivered personally or by certified mail, directed as follows:

If to County:

Neil Konigsberg, Manager
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

If to Licensee:

Company Name
Attn.: _____
Street Address
City, State, Zip Code

14. **AMERICANS WITH DISABILITIES ACT.** Licensee will comply will all applicable provisions of the [Americans with Disabilities Act \(Public Law 101-336, 42 U.S.C. 12101-12213\)](#) and all applicable federal regulations under the Act, including 28 CFR [Parts 35 and 36](#).

15. **ASSIGNMENT.** This License may not be assigned by Licensee without the prior written consent of County, which may be withheld at County's sole discretion.

16. **ATTORNEY'S FEES.** In the event any action, suit or proceeding at law or in equity is instituted with respect to this License, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred.

17. **ATTORNEY'S REVIEW.** The parties acknowledge that they have had an opportunity to consult with legal counsel regarding this License, and that the terms of this License are not to be construed against any party because that party drafted the License, or construed in favor of a party because that party failed to understand the legal effect of the provisions of this License. The Pima County Attorney is signing as to form only, and represents solely the interests of Pima County. Each party shall bear the costs of their attorney incurred in connection with the negotiation and drafting of this License.

18. **AUTHORITY.** The undersigned represent to each other that they have full power and authority to enter into this License, and that all necessary actions have been taken to give full force and effect to this License.

19. **BINDING AGREEMENT.** This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as permitted hereunder.

20. **CHOICE OF LAW.** The laws of the State of Arizona shall apply to any action relating to this License and any court action shall be brought in a court in Pima County, Arizona.

21. **CONFLICT OF INTEREST.** This License is subject to cancellation within three (3) years after its execution pursuant to [A.R.S. § 38-511](#) if any person significantly involved in initiating, negotiating, securing, drafting, or creating this License on behalf of County is, at any time while this License or any extension of the License is in effect, an employee or agent of any other party to the License with respect to the subject matter of the License.

22. **COUNTERPARTS.** This License may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

23. **DEFAULT/TERMINATION.**

23.1. Either party may present written notice of default or non-performance to the other party.

23.2. This License may be terminated immediately by County for any of the following:

23.2.1. failure of Licensee to carry the required insurance;

23.2.2. violation of any law by Licensee, or any unlawful activities carried out at the Licensed Area;

23.2.3. any action or omission by Licensee that, in County's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;

23.2.4. any actions or omissions by Licensee that unduly interfere with activities of County, or which unduly disturb the quiet enjoyment of neighboring property owners/occupants;

23.2.5. Licensee creates or permits any waste or nuisance on the Property or the Licensed Area;

23.2.6. Licensee commits three (3) defaults in a twelve (12) month period, regardless of whether or not Licensee timely cured such defaults as provided below; or

23.2.7. Any other activity or omission that in County's reasonable judgment is not a condition subject to "cure".

23.3. For any other default, the non-breaching party may terminate the License only if the breaching party fails to cure the default within thirty (30) days of receiving the notice from the non-breaching party. Both parties may pursue any other remedies provided by law for the breach of this License. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this License.

23.4. Licensee shall leave the Licensed Area, upon the expiration or earlier termination of this License, in a condition at least as good as upon the Effective Date, reasonable wear and tear excepted.

24. **LIENS.** Licensee shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Licensed Area, and shall not permit any lien to attach to the Licensed Area or any interest therein, and shall indemnify and defend County against all legal costs and charges resulting from any such lien.

25. **NO AGENCY CREATED.** Nothing contained in this License shall create any partnership, joint venture, or agency relationship between the parties.

26. **NO PERSONAL LIABILITY.** No member, official or employee of Pima County shall be personally liable to Licensee, or any successor or assignee, (a) in the event of any default or breach by Pima County, (b) for any amount which may become due to the Licensee or its successor or assign, or (c) pursuant to any obligation of Pima County under the terms of this License.

27. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this License, and no person or entity not a party hereto shall have any right or cause of action hereunder.

28. **NON-APPROPRIATION OF FUNDS.** Notwithstanding any other provision in this License, this License may be terminated if for any reason, the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this License. In the event of such termination, County shall have no further obligations to Licensee, other than for services rendered prior to termination.

29. **NON-DISCRIMINATION.** Licensee agrees that during the performance of this License, Licensee shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Licensee shall comply with the provisions of [Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona](#), which is incorporated into this License as if set forth in full herein.

30. **NON-WAIVER.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this

License to be performed by the other party, or to take any action permitted as a result thereof, shall not be construed as 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.

31. **RECORDING.** This License shall not be recorded or otherwise made public except as required to fully consummate this License.

32. **SEVERABILITY.** Each provision of this License stands alone, and any provision of this License found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this License.

33. **ENTIRE AGREEMENT; MODIFICATION.** This License constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter thereof, and no party hereto shall be bound by or charged with any oral or written agreement, representations, warranties, statements, promises, or understandings not specifically set forth in this License. This License may not be amended, altered or modified except by a writing signed by all the parties.

The parties hereto have executed this License on the dates written below.

LICENSEE: _____

By: _____

Its: _____

Date

COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

Date

John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney, Civil Division

Date

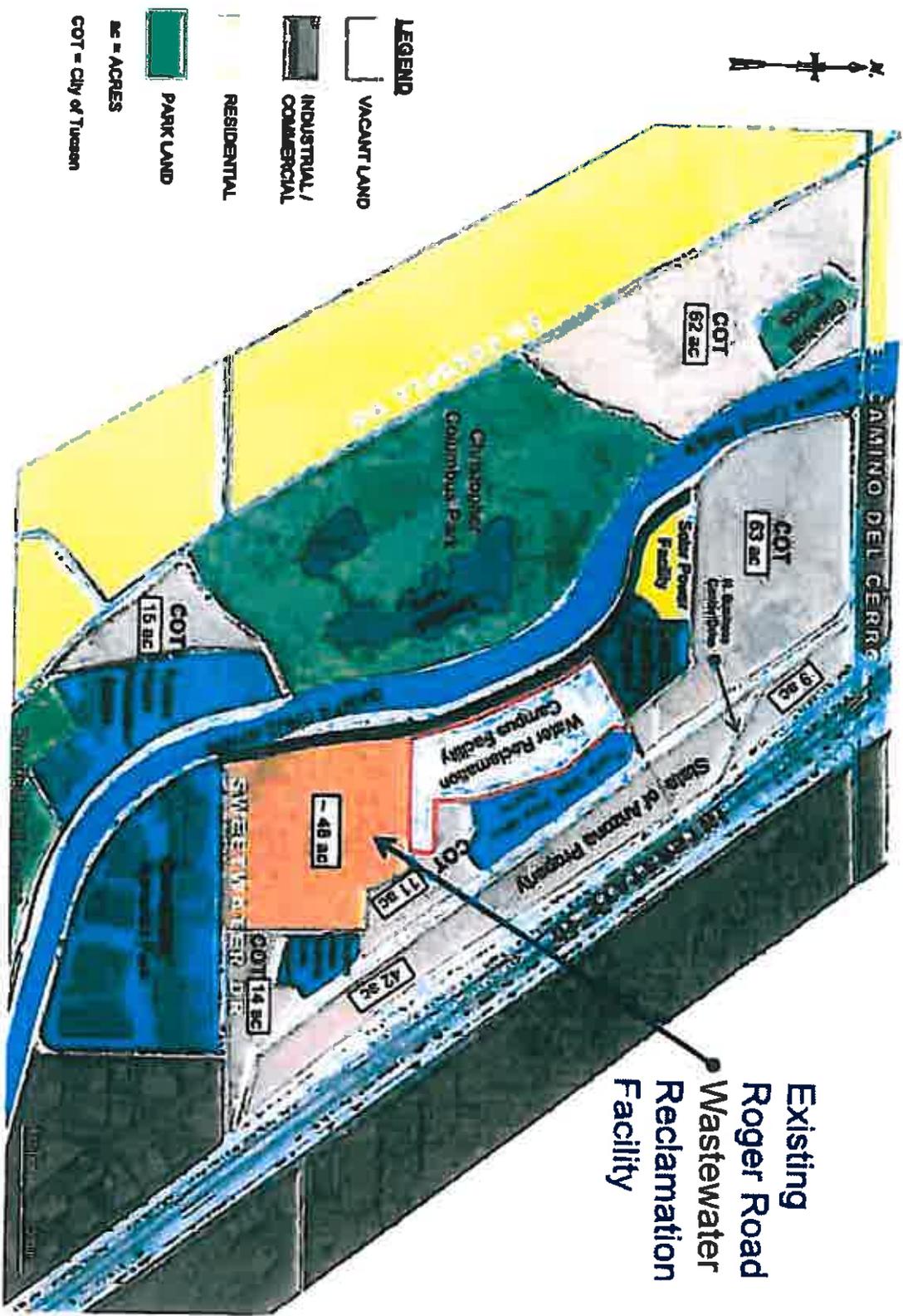


Exhibit "B"

ROGER ROAD WRF



EXHIBIT C

**A Cultural Resources Inventory and Archaeological
Monitoring for the Proposed Closure of the Roger Road
Wastewater Reclamation Facility, Pima County, Arizona**

Prepared by
Scott O'Mack

Submitted by
William Self
Principal Investigator

Prepared for
Office of Sustainability and Conservation
Cultural Resources and Historic Preservation Division
Pima County Administration
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701

January 2014
Arizona Antiquities Act Project-Specific Permit No. 2013-099ps
WSA Technical Report No. 2013-54



William Self Associates, Inc.
2424 E. Broadway Blvd., Suite 100
Tucson, Arizona 85719

EXHIBIT D

ABSTRACT

Report Title: *A Cultural Resources Inventory and Archaeological Monitoring for the Proposed Closure of the Roger Road Wastewater Reclamation Facility, Pima County, Arizona* (WSA Technical Report No. 2013-54)

Report Date: January 2014

Agency: Pima County Administration, Office of Sustainability and Conservation, Cultural Resources and Historic Preservation Division

Permit Number: Arizona Antiquities Act Project-Specific Permit No. 2013-099ps

Project Description: The Pima County Regional Wastewater Reclamation Department (RWRD) is constructing a new wastewater reclamation facility adjacent on the north to the existing Roger Road Wastewater Reclamation Facility. The existing facility will be decommissioned and closed when the new plant is completed in 2014, followed by either the demolition or sale of the existing facility. Pima County asked William Self Associates, Inc. (WSA), to carry out a Class III cultural resources inventory of the facility; to evaluate the eligibility of all identified resources for listing in the National Register of Historic Places and the Arizona Register of Historic Places; and to make recommendations for mitigating the effects to eligible resources. WSA was also asked to conduct archaeological monitoring of soils testing and sampling at the facility related to its decommissioning and closure.

Project Number: Pima County Cultural Resources Project 3RWC11; WSA Project No. 2013-69

Location: The project area, a portion of Pima County tax parcel 103-06-092H, is located in Township 13 South, Range 13 East, section 21, SW¼ (Gila and Salt River Baseline and Meridian), as shown on the USGS Jaynes (1995) 7.5-minute topographic quadrangle.

Acreage: Approximately 48 acres

National Register-eligible Resources: Small portions of two previously recorded prehistoric archaeological sites, AZ AA:12:90 (ASM), also known as the Wetlands site, and AZ AA:12:91 (ASM), also known as Los Pozos, are within the current project area. AZ AA:12:90 (ASM) is considered eligible for listing in the National Register under Criterion D; AZ AA:12:91 (ASM) has been determined eligible for listing in the National Register under the same criterion. The Class III survey found no evidence of AZ AA:12:90 (ASM) and only a trace of AZ AA:12:91 (ASM), consisting of a sparse artifact scatter in a disturbed context.

Six extant buildings and structures dating to the original construction of the Tucson Sewage Treatment Plant (now part of the Roger Road Wastewater Reclamation Facility) in 1950–1951 are recommended by WSA as eligible for listing in the National Register under Criterion A. The six buildings and structures are currently known as the Control and Administration Building, the Equalization Basins, Aeration Basins Nos. 1 and 2, and Final Clarifiers Nos. 1 and 2.

National Register–ineligible Resources: The Roger Road Wastewater Reclamation Facility holds another 82 buildings and structures dating to different periods of construction. All 82 are recommended as ineligible for listing in the National Register under any criterion.

Recommendations: The decommissioning and closure of the Roger Road Wastewater Reclamation Facility by Pima County has the potential to adversely affect the National Register–eligible cultural resources within its boundary, because decommissioning and closure may lead to the partial or complete demolition of the facility, or its modification and adaptive reuse, either by the county or by a subsequent owner. Any ground-disturbing activity, including the use of equipment to remove or modify extant buildings or structures without intentional ground disturbance, has the potential to adversely effect both the previously recorded archaeological sites that fall partly within the facility, AZ AA:12:90 (ASM) and AZ AA:12:91 (ASM), and any unrecorded subsurface archaeological sites with National Register eligibility. Demolition of any of the six National Register–eligible buildings and structures is an adverse effect, and any modification of these buildings and structures for any purpose may also constitute an adverse effect. Any plan for adaptive reuse of the six National Register–eligible buildings and structures should preserve as much of their historic fabric as possible, in consultation with the Arizona State Historic Preservation Office and the appropriate federal or state agencies.

Any proposed demolition, modification, or reuse of any part of the Roger Road Wastewater Reclamation Facility may require the issuance of federal, state, or county permits. Any federal permit, such as a permit under Section 404 of the Clean Water Act, or any other federal nexus, will require compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. 470, which may involve: additional archaeological investigation to determine the extent of previously unrecorded subsurface archaeological features and deposits; evaluation of any archaeological discoveries for National Register eligibility; development of a plan for the mitigation of adverse effects to National Register–eligible archaeological discoveries; and either the avoidance of National Register–eligible buildings and structures or the mitigation of adverse effects to them. Avoidance should be considered a preferred mitigation strategy for the National Register–eligible buildings and structures, but if avoidance is not possible, mitigation should include documentation of the National Register–eligible buildings and structures to the standards of the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) of the National Park Service. The Section 106 process as a whole will require ongoing consultation among the lead federal agency for the proposed action, the Arizona SHPO, and the appropriate Native American tribal entities.

Any state permit or other state nexus will require compliance with the Arizona State Historic Preservation Act, A.R.S. §41-861 et seq., which will involve a process of archaeological investigation, Arizona Register of Historic Places eligibility evaluation, and mitigation similar to the federal Section 106 process. Pima County cultural resource regulations may also apply to any modification or development of the facility after it leaves county ownership.

The buildings and structures recorded by WSA at the Roger Road Wastewater Reclamation Facility and recommended as ineligible for listing in the National Register are not protected by federal, state, or county laws or other cultural resource regulations. The same is true of any archaeological

features or deposits yet to be discovered within the facility once they have been determined to be National Register ineligible. Any proposed action with the potential to disturb National Register- ineligible resources can proceed without prior mitigation. When the currently ineligible buildings and structures approach 50 years of age, they should be considered as potential historic properties. Their National Register eligibility will need to be reevaluated, and the potential effects of any proposed action will need to be considered.