



**Public Works Department**

375 W Sahuarita Center Way  
Sahuarita, AZ 85629  
(520) 344-7100

[pwpermits@sahuaritaaz.gov](mailto:pwpermits@sahuaritaaz.gov)

**PERMIT NUMBER:**

**PRIVATE IMPROVEMENT AGREEMENT APPLICATION**

**PROJECT INFORMATION**

Application Date: \_\_\_\_\_ Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Project includes Private Streets: \_\_\_\_\_  
Project includes TOS Sewer: \_\_\_\_\_

Description of Work:  
Indicate Area of Grading Envelope in Acres or Square Feet: \_\_\_\_\_

Approved Development/Commercial Plan No.: \_\_\_\_\_

**CONTACT INFORMATION**

**Contractor Firm:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Town of Sahuarita License No.:** \_\_\_\_\_ **Registrar of Contractor License No.:** \_\_\_\_\_

**Owner/Developer:**

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SELECT PERMITS REQUIRED FOR PROJECT**

**Complete construction costs per type on the following pages.**

<b>FORM AJ (Joint Dry Utilities)</b>	<b>FORM AS (Sewer)</b>	<b>FORM AW (Water)</b>
<b>FORM B (Dedicated to the Town)</b>	<b>GRADING TYPE 2</b>	

**CONDITIONS:**

\_\_\_\_\_

**FORM A(J) - JOINT DRY UTILITIES PERMIT**

<b>Form A - JOINT DRY UTILITIES CONSTRUCTION COST</b>	<b>BASE FEE</b>	
Greater of \$500.00 <b>OR</b>		
<b>Construction Cost</b> * \$ _____ 1% of Construction Cost. An agreement for inspection of public improvements has been executed, and applicant hereby agrees to retain an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer.		
Violation Fee (\$1,500.00 + Double permit fee)	+	
<b>TOTAL FORM A(J) JOINT DRY UTILITIES PERMIT FEES</b>		

**FORM A(S) - SEWER PERMIT**

<b>FORM A - SEWER PERMIT CONSTRUCTION COST</b>	<b>BASE FEE</b>	
Greater of \$500.00 <b>OR</b>		
<b>PC Construction Cost</b> \$ _____ 1% of Construction Cost. An agreement for inspection of public improvements has been executed, and applicant hereby agrees to pay the costs of all tests of materials and performance as required by the Town Engineer.		
<b>ToS Construction Cost</b> \$ _____ 2.5% of Construction Cost. The applicant hereby agrees to pay the costs of all tests of materials and performance, which may be ordered by the Town Engineer.		
Violation Fee (\$1,500.00 + Double permit fee)	+	
<b>TOTAL FORM A(S) SEWER PERMIT FEES</b>		

**FORM A(W) - WATER PERMIT**

<b>FORM A - WATER PERMIT CONSTRUCTION COST</b>	<b>BASE FEE</b>	
Greater of \$500.00 <b>OR</b>		
<b>Construction Cost</b> * \$ _____ 1% of Construction Cost. An agreement for inspection of public improvements has been executed, and applicant hereby agrees to retain an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer.		
Violation Fee (\$1,500.00 + Double permit fee)	+	
<b>TOTAL FORM A(W) WATER PERMIT FEES</b>		

**FORM B - DEDICATED TO THE TOWN PERMIT**

<b>FORM B – CONCRETE, DRAINAGE, PAVING IMPROVEMENTS CONSTRUCTION COST</b>	<b>BASE FEE</b>	
Greater of \$500.00 <b>OR</b>		
<b>Construction Cost</b> * \$ _____ 1% of Construction Cost. An agreement for inspection of public improvements has been executed, and applicant hereby agrees to retain an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer.		
Violation Fee (\$1,500.00 + Double permit fee)	+	
<b>TOTAL FORM B DEDICATED TO THE TOWN FEES</b>		
<b>GRADING TYPE 2 PERMIT</b>		
<b>TYPE 2 PERMIT CONSTRUCTION COST</b>	<b>BASE FEE</b>	
Greater of \$500.00 <b>OR</b>		
<b>Construction Cost</b> * \$ _____ 1% of Construction Cost. An agreement for inspection of public improvements has been executed, and applicant hereby agrees to retain an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer.		
Violation Fee (\$1,500.00 + Double permit fee)	+	
<b>TOTAL GRADING TYPE 2 PERMIT FEES</b>		
<b>TOTAL PERMIT CONSTRUCTION FEES</b>		
<b>FAJ</b>	<b>FAS</b>	<b>FAW</b>
<b>FB</b>	<b>GT2</b>	
<b>TOTAL PERMIT PROJECT FEES DUE</b>		

**Mandatory Agency Compliance Sheet**

In **INITIALING** below, I hereby certify and accept all responsibility in conforming to all Federal, State and Local laws, requirements and regulations including but not limited to applicable regulatory agencies.

Initials of Applicant or Contractor **(Required)**:

[Arizona 811 Inc.](#) (Call two (2) working days before you Dig)  
1-800-STAKE-IT (1-800-782-5348)

[Arizona Department of Agriculture](#) (Native Plant Preservation, for example but not limited to)  
(602) 542-3578

[Arizona Game & Fish](#) (endangered species for example but not limited to)  
(520) 628-5376

[Army Corp of Engineers](#) (Waters of the U.S. for example but not limited to)  
(415) 503-6503

[Environmental Protection Agency](#) (N.P.D.E.S., which includes SWPPP, for example but not limited to)  
(415)972-3496 or in [Arizona](#) (602) 771-2338

[Pima County Department of Environmental Quality](#) (Dust control, for example but not limited to)  
(520) 724-7400

# PRIVATE IMPROVEMENT AGREEMENT

## AGREEMENT FOR CONSTRUCTION OF CIVIL IMPROVMENTS

In consideration of mutual covenants herein contained, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, this AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Town of Sahuarita, a municipal corporation, hereinafter called the Town, and:

Company:

Name:

Signature:

Address:

City:

State:

Zip Code:

Hereinafter called the Applicant.

WITNESSETH:

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

Project Name (Per Plat or Development Plan):

Planning & Zoning Case Number:

Location:

Township, Range, Section:

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

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

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

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

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

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

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

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

### **RESPONSIBLE ENGINEER OF RECORD**

2. That said work shall be done in conformance to all applicable regulations, permits, standards, and requirements of the Town; and that all required permits shall be obtained by the Applicant prior to the commencement of any work under this Agreement.

3. That a professional engineer, registered to practice in Arizona, shall be retained by the Applicant as "Engineer of Record", and said Engineer or registered land surveyor shall lay out and establish the lines and grades for the work as it progresses, shall be responsible for the surveillance of the construction, and shall order tests to verify the compliance of materials incorporated into the work with the specifications.

4. The Applicant shall notify, in writing, the Owners of all properties abutting the periphery of the development, if required by zoning regulations. Notification shall include a description of the work, the approximate dates the construction will take place and a telephone number and name of the individual to contact if further information is required. Notification shall be accomplished a minimum of seven (7) calendar days prior to the commencement of any construction activities and a copy of such notice submitted to the Town Engineer.

5. The Applicant shall pay any and all inspection fees as may be charged to the Applicant by the Town.

6. The Applicant shall be solely responsible for the cost of material tests required by the Town as well as securing all applicable materials, compliance documents and certifications.

7. The work shall be subject to the inspection and the approval of the Town as the work progresses. The Engineer of Record shall provide, at the end of each month, a written report(s) as to the progress of the construction together with inspection reports, material test reports, and any other supplemental data pertinent to the work. Deviations from the approved plans shall be shown on the Electronic "As-Built" plans. All changes or deviations in the approved plans and/or specifications, other than those of a minor nature, shall be submitted to the Town Engineer for review and approval and issuance of a change order prior to execution in the field.

8. The Town Engineer or his/her designated representative shall be present at the final on-site inspection of the improvements. Deficiencies in the work noted during the final inspection shall be corrected to the satisfaction of the Town prior to approval of the improvement by the Town.
9. That within thirty (30) calendar days of the completion of construction and receipt of all 'closeout' documents, the Applicant shall furnish the Town Engineer; (1) a copy of the Closed Circuit Television (CCTV) inspection results (Town of Sahuarita Sewer Service Area Improvements only), (2) Electronic "As-Built" plans, (3) a certified listing of all items and quantities installed, (4) a statement prepared and sealed by the Engineer of Record, certifying that the improvements were installed, constructed, and completed in accordance with the approved plans, specifications, and applicable Town standards, and (5) any and all items noted on the closeout checklist, agreements, etc. related to the satisfactory completion of the named project.
10. The Applicant shall guarantee the work against defective materials and/or workmanship for a period of at least one (1) year from the date of final acceptance of improvements by the Town. Upon discovery of defects, any repair or replacement by the Town pursuant to said guarantee shall be undertaken immediately to the satisfaction of and at no cost to the Town.
11. Contractor shall contact the Town of Sahuarita Public Works Department for inspection of concrete flatwork to include but not limited to: curb and gutter, handicap access ramps, drainage structures, sub-grade, aggregate base course (ABC) and sidewalk 48 hours prior to placement of asphaltic concrete. Work shall be satisfactory as determined by Town Engineer or shall be removed and replaced, to the satisfaction of the Town Engineer, before paving operations may begin.

***For Public Improvements to be owned and maintained by the Town of Sahuarita***

12. The applicant shall grant, bargain, sell, convey, transfer and deliver to the Town the improvements installed pursuant to the Agreement, and shall execute and deliver to the Town a Bill of Sale, or other approved conveyance, for said encumbrances within thirty (30) days of acceptance of the improvements by the Town.
13. The Town shall accept title to and take possession of said improvements upon their satisfactory completion as approved by the Town Engineer upon receipt of Bill of Sale from the Applicant, and upon execution of an agreement for maintenance by the Applicant where landscaping is involved.
14. That upon satisfactory completion of all items specified above, the Town will approve the improvements and will release the Applicant from the permit.

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

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

<b>PRIVATE IMPROVEMENT AGREEMENT</b>	
<b>OWNER, TRUST HOLDER OR AUTHORIZED AGENT (APPLICANT)</b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>RESPONSIBLE ENGINEER OF RECORD</b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>CONTRACTOR</b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>DESIGN ENGINEER OF RECORD OR ARCHITECT (COMMERCIAL): <i>(If different from EOR)</i></b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>GEOTECHNICAL ENGINEER</b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>SURVEYOR OF RECORD</b>	
Print or Type Company Name	
Address	
Signature	Date
Print Name of Signee	
Title	
<b>TOWN OF SAHUARITA</b>	
Signature of Town Engineer or Authorized Representative	Date