PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, JUNE 22, 2026
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING

AGENDA

I. Call to Order

II. Roll Call

III. Moment of Silence

IV. Pledge of Allegiance

V. Public Appearances

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.
SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.

A. Scheduled

1. Pinal County Attorney- Brad Miller

B. Unscheduled

VI. Reports and Announcements

A. Mayor's Announcements

B. Council Members' Announcements

C. City Manager's Announcements

VII. Consent Agenda

*A. Approval of Minutes — June 8, 2026, Regular Meeting

B. Acceptance of the Federal Fiscal Year (FFY) 2025 Operation Stone Garden (OPSG) Grant # 250423-01, for Police Officer Overtime and Mileage

Expenses, from the Arizona Department of Homeland Security (AZDOHS) in the Amount of $140,300.

C. Adoption of Resolution No. 26-1667 Supporting the Application to the Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund for Reimbursement of Local Match Requirements Associated with the Safe Streets and Roads for All (SS4A) Grant Program — Refugio Gallegos

D. Authorization to Utilize City of Casa Grande Job Order Contract (JOC) No. 1125-06 with Ames Construction, Inc. for transportation construction services related to the replacement of drainage culverts at W. Shedd Road and N. Estrella Road, utilizing funds previously approved in the FY 2025-2026 Budget. — Refugio Gallegos

*E. Request for City Council approval of Case No.: PPE2023-004-E2, a one-year time extension for eight (8) preliminary plats (Units 1, 2, 5, 8, 25, 26, 27, and 28) totaling 1,326 residential lots submitted by B&R Engineering on behalf of Sun Lakes-Casa Grande Development, LLC. — Dan Symer, AICP

F. Approval of an Intergovernmental Agreement (IGA) Between the City of Eloy and Pinal County for Participation in the Annual Pinal County Safety Roadeo — Refugio Gallegos

VIII. Business: Possible Discussion and/or Action on the Following:

A. Authorization to Utilize Sourcewell Contract #040825-CAM with Core & Main for the Purchase and Installation of a FlexNet M420B Base Station for the City's Advanced Metering Infrastructure (AMI) System — Refugio Gallegos

B. Acceptance of a Proposal from Insight Public Sector, Inc. for the purchase of eSleuth automated data management software to enhance police investigations through the use of AI supported analytics, using funds from the One Arizona Opioid Settlement Agreement, earmarked for use by the City of Eloy, with pricing per Arizona State Contract # CTR069959, at a cost not to exceed $180,000.00, and to authorize the Mayor or his designee to sign all documents necessary to execute the agreement.

IX. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

X. Adjournment

POSTED BY AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE: www.eloyaz.gov

THE FACILITY WILL BE OPEN TO THE PUBLIC 30 MINUTES PRIOR TO THE START OF THE MEETING AND SEATING WILL BE AVAILABLE FOR "REASONABLY ANTICIPATED ATTENDANCE."

Celine A. Kidwell

Celine A. Kidwell, CMC, FCRM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT MICHELLE HALL, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.A.
Date: 6/22/2026

Date submitted: 01/16/2026

Action: Other

Subject: Scheduled

Date requested: 6/22/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **V.A.1.**
Date: **6/22/2026**

Date submitted: 02/27/2026	**Action:** Other	**Subject: Pinal County Attorney- Brad Miller**
Date requested: 6/22/2026		

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



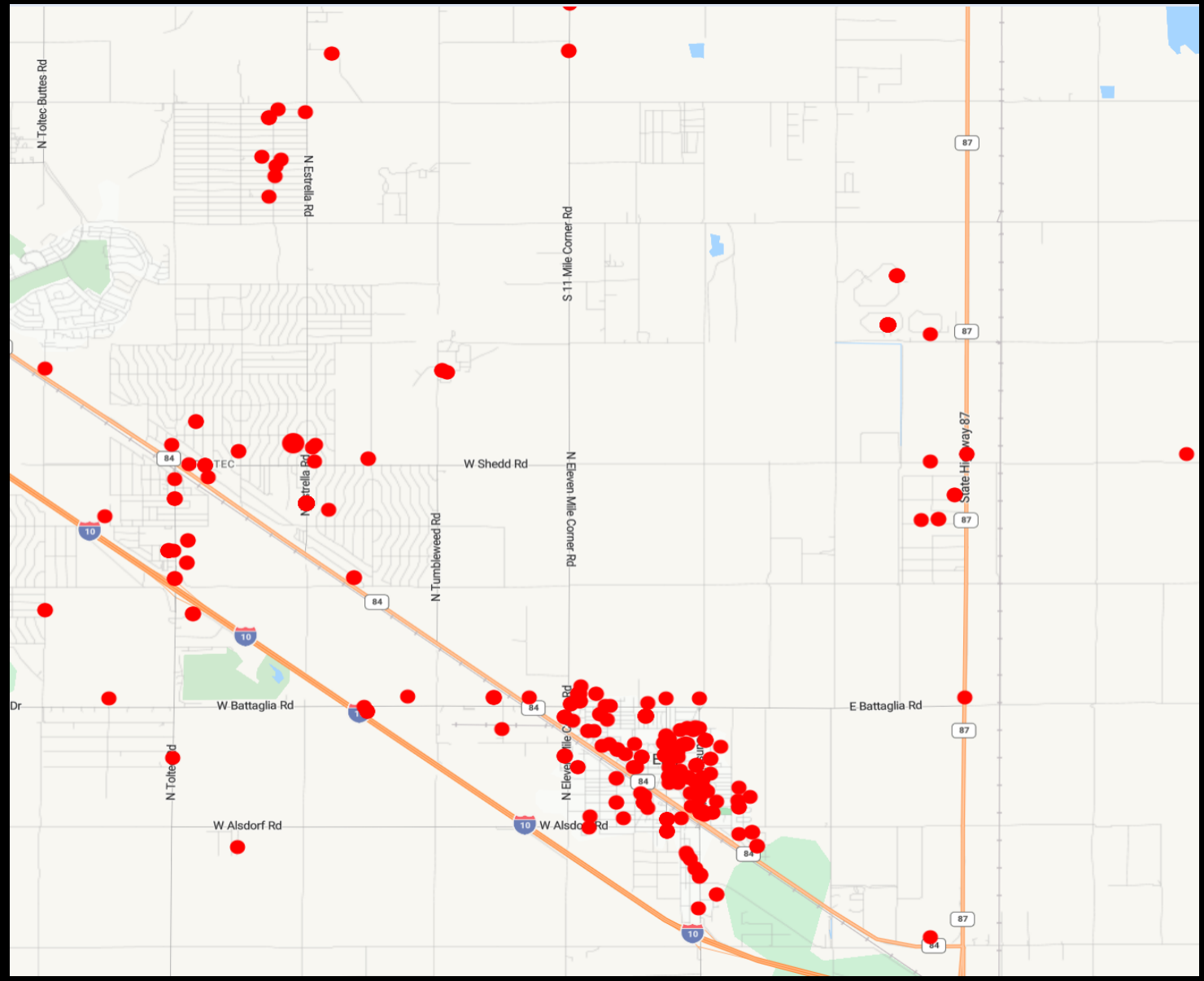
Stephen R. Cooper, City Attorney



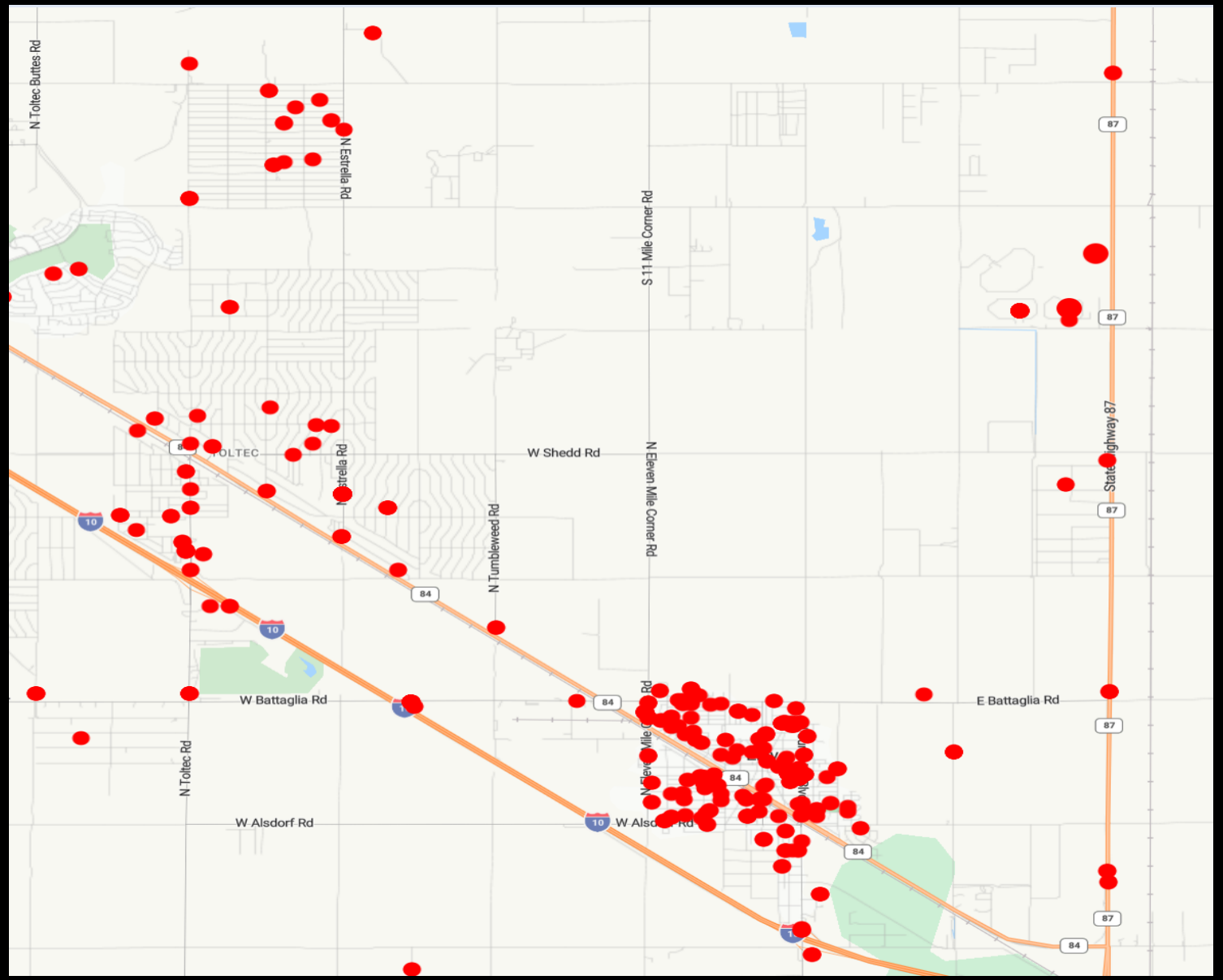
Criminal Law Update

Brad Miller
Pinal County Attorney

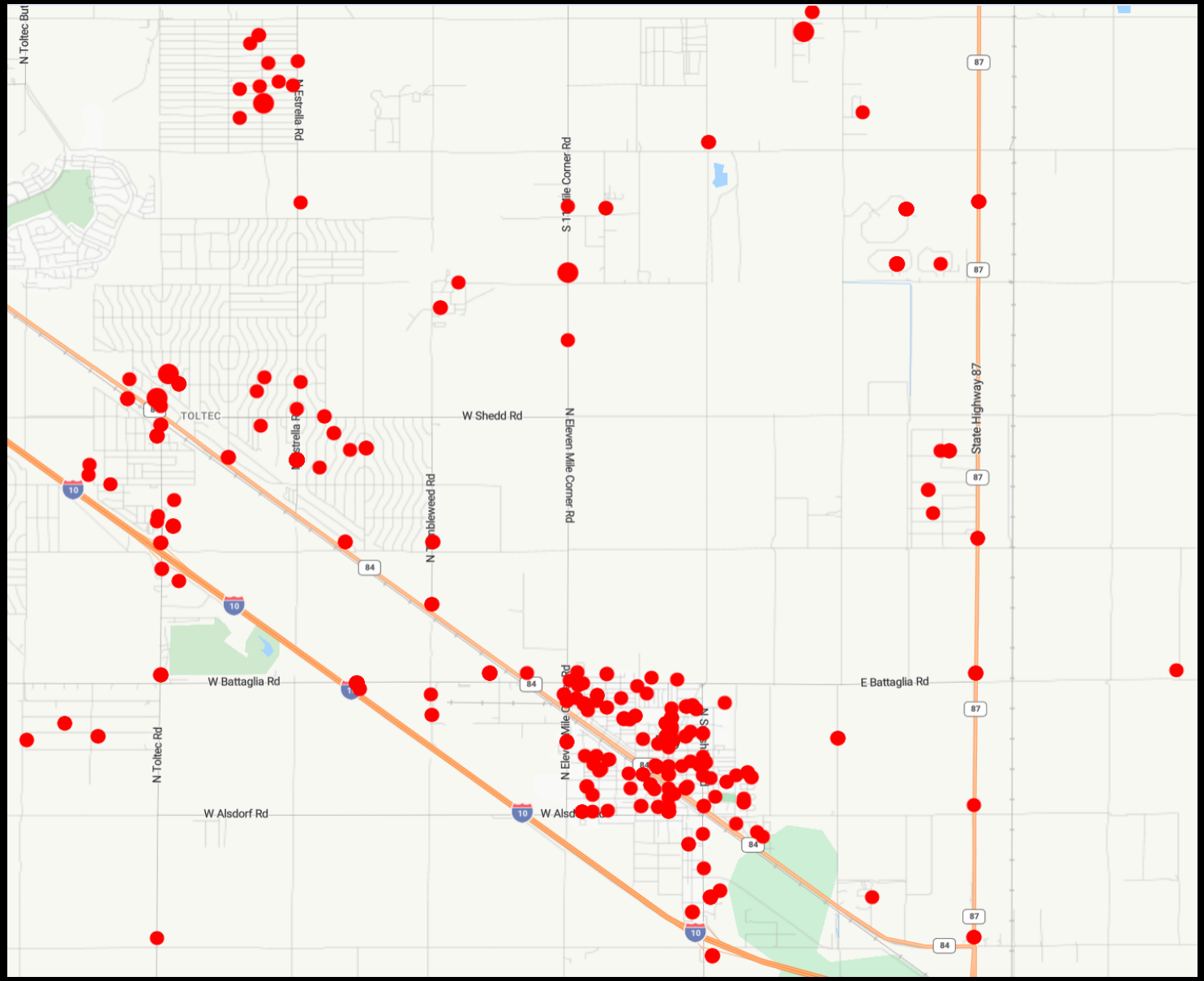
2025 Crime Counts By Neighborhoods



2024 Crime Counts By Neighborhoods



2023 Crime Counts By Neighborhoods



Questions?



CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.B.
Date: 6/22/2026

Date submitted: 01/16/2026

Action: Other

Subject: Unscheduled

Date requested: 6/22/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.A.**
Date: **6/22/2026**

Date submitted: 01/16/2026	**Action:** Formal	**Subject: Approval of Minutes — June 8, 2026, Regular Meeting**
Date requested: 6/22/2026		

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Regular Meeting
Monday, June 8, 2026 at 6:00 PM
City Council Chambers
595 North C Street, Eloy, Arizona 85131

Present: Andrew Sutton, Mayor
Michelle Tarango, Vice Mayor
Sara Curtis, Council Member
JoAnne Galindo, Council Member
Jose Garcia, Council Member
Dan Snyder, Council Member
Michael Vodrazka, Council Member

Staff Present: Mackenzie Letcher, City Manager
Stephen R. Cooper, City Attorney
Celine A. Kidwell, City Clerk

I. Call to Order

The Eloy City Council Regular Meeting was called to order by Mayor Andrew Sutton at 6:00 P.M.

II. Roll Call

City Clerk Kidwell conducted roll call. All seven council members were present. A quorum was established.

III. Moment of Silence

Mayor Sutton called upon those in attendance to rise for a moment of silence.

IV. Pledge of Allegiance

Council Member Michael Vodrazka led the Pledge of Allegiance.

V. Public Appearances

A. Scheduled

There were no scheduled public appearances.

B. Unscheduled

Ann Howard, Eloy Resident, addressed the Council, asking whether candidates for elected office — such as judges or council members — would be invited to speak at any public forum. Mayor Sutton advised that a candidates' forum is scheduled for Wednesday, June 10, 2026, at 6:00 P.M. in the community room at City Hall. All residents are welcome to attend.

VI. Reports and Announcements

A. Mayor's Announcements

Mayor Sutton provided the following announcements:

- **May 27 – Emergency Response Meeting at Robson Ranch:** Mayor Sutton, accompanied by City Manager Letcher and representatives from the Eloy Police Department and Pinal County, attended an emergency response meeting at Robson Ranch organized by resident and council candidate Ross Dumfie. The purpose of the meeting was to review strategic plans and coordination efforts in the event of a large-scale evacuation of the area. Mayor Sutton characterized it as a productive discussion and expressed appreciation to all who attended and participated.
- **Train Derailment Update – Union Pacific, Sunland Gin:** Mayor Sutton met with representatives from Union Pacific to discuss the recent train derailment near Sunland Gin. After reviewing Union Pacific's response and plans going forward, Mayor Sutton expressed comfort with the actions being taken and the company's commitment to safety. He also noted the removal of the damaged rail cars that had been visible in the area.
- **May 28 – Meeting with Congressman Juan Ciscomani and U.S. Secretary of Agriculture:** Mayor Sutton, joined by Council Members Garcia and Vodrazka, met with Congressman Juan Ciscomani, U.S. Secretary of Agriculture Brook Rollins, and representatives from the U.S. Small Business Administration. The discussion centered on the importance of cotton production and agriculture to the region, as well as the current administration's efforts to strengthen America's agricultural standing and reestablish the United States as the world's leading cotton producer. Mayor Sutton noted that the U.S. has fallen to number two in global cotton production and that the region is committed to helping change that.
- **June 5 – Pinal Partnership Breakfast:** Mayor Sutton attended the Pinal Partnership Breakfast, where city managers from across Pinal County shared their perspectives on the challenges and opportunities facing their communities. He noted it was informative to observe the collaborative spirit among municipalities, including financial support arrangements between cities, and described the relationships as an example of regional cooperation at its best.
- **June 8 – Meeting with Saguaro Correctional Center (CoreCivic):** Mayor Sutton, accompanied by Council Members Garcia and Snyder and members of the Eloy Police Department, met today with the Warden of Saguaro Correctional Center and his staff. Mayor Sutton highlighted a program in which the facility trains more than 100 dogs per year for placement as special needs assistance animals, with inmates responsible for the animals' full day-to-day care. He characterized the program as both community-beneficial and personally moving, and noted that Eloy is well positioned to be a source of dogs for the program. The City looks forward to continuing and strengthening the partnership with the facility.

B. Council Members' Announcements

Council Member JoAnne Galindo provided the following announcements:

- **Pinal Partnership Breakfast:** Council Member Galindo attended the breakfast and found it valuable to see the commonality of challenges — roads, infrastructure, cost, and growth — that all Pinal County municipalities share, regardless of size. He noted that the cooperative spirit among cities was encouraging.
- **Resource Roundup:** Council Member Galindo also attended the Resource Roundup, which he was pleased to see revived. The keynote speaker was Joe Milman, who addressed the workforce needs of the community and shared data on the top skills employers are currently seeking — including communication, management, operations, problem solving, leadership, customer service, and planning. Council Member Vodrazka observed that many of these skills are developed at home rather than exclusively in

schools or vocational programs, and encouraged residents to recognize the value of the models and lessons they teach in their households.

- **Eloy Aquatic Center – Water Aerobics Program:** Council Member Galindo noted he is enrolled in the water aerobics program for a second year and reported that the program has a current enrollment of 25 participants with a waiting list still forming. He observed that participants travel from Casa Grande, Coolidge, and Arizona City specifically to attend the Eloy program, reflecting the quality of the City's aquatic programming and facilities.
- **Community Yard Sale:** Council Member Galindo attended the community yard sale at Main Street Park and reported finding some bargains, though he was unable to secure a set of trees he was looking for before having to leave for a memorial service. He remains on the lookout.
- **NALEO:** Council Member JoAnne Galindo reported that she participated in a NALEO webinar on redistricting — specifically the fight for representation following recent Supreme Court decisions. She was unable to catch the full webinar but described what she heard as informative and relevant. She has requested a recording and intends to share it with her fellow council members.

Council Member Jose Garcia elaborated on the Mayor's remarks about the Saguaro Correctional Center visit, adding that the dog training program benefits the inmates as deeply as it benefits the animals. Inmates are responsible for the dogs around the clock — the animals live with them in their cells — and the program represents a meaningful form of preparation for reintegration into the community. Council Member Garcia noted a discussion at his table about the broader need for transition programs in Pinal County to support individuals upon release, including assistance with employment and transportation. He expressed strong support for the concept and referenced the earlier greyhound dog adoption programs that similarly served this purpose at correctional facilities. Mayor Sutton added that the Warden confirmed that inmates participating in the dog training program experienced a near-complete reduction in reprimands and disciplinary incidents within the facility.

C. City Manager's Announcements

City Manager Mackenzie Letcher provided the following update:

- **Fourth of July / 250th Anniversary Celebration – Saturday, July 4, 2026:** City Manager Letcher announced that the City's Fourth of July event will serve as both an Independence Day celebration and a recognition of the 250th anniversary of the founding of the United States. The event will begin with free swim from 12:00 to 4:00 P.M. at the Eloy Aquatic Center, followed by a major community event from 5:00 to 9:00 P.M. at Main Street Park. The evening program will feature live music, water slides, food vendors, giveaways, and commemorative swag and shirts recognizing the 250th anniversary. Fireworks are also planned. As an inaugural tradition, the event will include a taco eating contest, with a taco championship belt to be awarded and passed to the winner annually at each Fourth of July celebration. City Manager Letcher encouraged residents to spread the word and committed to publicizing the event throughout June.

1. Police Chief Sergio Banales — Monthly Activity Briefing

Police Chief Sergio Banales presented the monthly Police Department activity briefing for May 2026, covering internal department updates, community engagement activities, and the launch of two new public communication platforms.

Internal Department Updates:

- **Staffing – Sworn Personnel:** The department currently has 29 officers with three vacant positions. Three lateral applicants are actively in the background process, which typically takes four to six months. Chief Banales noted that the department's background process is rigorous, with a 15-20% pass rate. On Saturday, June 7, nine applicants tested for the entry-level police officer recruit position; if suitable candidates are identified, the department hopes to send one or two recruits to the Gilbert Academy in September.
- **Staffing – Dispatch:** The department has three active dispatchers and three vacant dispatcher positions — a critical staffing shortage for an operation that must be covered 24 hours a day, 365 days a year. Chief Banales expressed deep gratitude to dispatchers Amanda Villescaz, Audra Calkins, Brittany Beacham, and supervisor Tricia Wilcox for maintaining service levels under difficult conditions. Recent hires did not complete the training process, and the Chief is working with the City Manager and HR Director on targeted recruitment strategies.
- **Reserve Officers:** Two reserve officer applicants are currently being processed.

Community Engagement Activities – May 2026:

- **May 18 – Freshman Success Class, Santa Cruz Valley High School:** Chief Banales spoke to Mr. Ruben Laylesias' 9th-grade Freshman Success class across two or three class periods. Despite being the final week of school, students engaged meaningfully, asking both law enforcement-related and community-related questions. The Chief found the experience rewarding and noted that early, positive interactions with young people can be transformative.
- **May 18 and May 30 – Pet Vaccination Clinics:** The Eloy Police Department, in partnership with Pinal County Animal Care and Control, hosted vaccination clinics at City Hall on both dates. Turnout continues to be strong.
- **Cinco de Mayo – DUI Enforcement Detail:** The department conducted a DUI enforcement detail funded by the Arizona Governor's Office of Highway Safety (GHS), which provides an annual grant of approximately $8,500 in overtime for DUI and speed enforcement, education initiatives, and traffic safety campaigns.

Upcoming GHS Traffic Safety Campaigns:

- Independence Day DUI Detail – July 4 weekend
- Back to School Enforcement – July 19 through August 1 (speed in school zones, crosswalk and hands-free device enforcement)
- Labor Day DUI Detail – September 7
- Child Passenger Safety Week – September 20–26 (child safety seat and seat belt checks; Chief Banales reminded the public that children under eight years old, or under 4'9", are required by law to be in a child safety or booster seat)

New Community Communication Platforms:

- **Smart 911:** The Eloy Police Department has launched Smart 911, a free emergency notification platform available to all Eloy residents. The app provides emergency notifications, weather alerts, public safety information, road closures, and City events. Users can build a secure safety profile including emergency contacts, vehicle information, and pet information. The system is provided through Arizona's statewide emergency notification initiative and improves situational awareness for first responders. Information is available on the department's social media platforms. Chief Banales brought an informational poster to the meeting and noted that posters have been placed at Robson

Ranch and will be distributed to City Hall, the Senior Center, the Community Center, and local schools through the School Resource Officer.

- **Veris-Term Community Connect (Live since May 19, 2026):** This platform provides text message updates to reporting parties and victims following any 911 or non-emergency dispatch call. Updates include officer response status, case numbers, investigation updates, judicial proceedings, and — where applicable — incarceration and release status of an arrested party. Callers are also invited to complete a customer satisfaction survey regarding the handling officer, dispatcher, and overall department service. In the first few weeks since launch, 509 surveys were sent and 130 were completed, yielding a customer satisfaction score of 4.5 out of 5.0. Chief Banales shared several positive comments received, reflecting community appreciation for the department's professionalism.

Council Discussion: Vice Mayor Tarango, drawing on her personal experience working in an emergency communications center, offered strong words of encouragement for the department's dispatchers, emphasizing the mental and emotional toll of short-staffed dispatch operations and urging the department to prioritize retention. Mayor Sutton echoed appreciation for the Chief's sustained community engagement efforts, particularly with youth, noting that meaningful contact with young people at the right moment can change the course of a life. Council members encouraged broader distribution of the Smart 911 posters, suggesting the post office lobby, school parent-teacher conferences, and outreach to school superintendents as additional placement opportunities. Chief Banales committed to following up through those channels.

VII. Consent Agenda

Mayor Sutton read the consent agenda notice and called for requests to remove any items.

Council Member Vodrazka did not request removal of Item C but requested clarification: the subject line and contract documents for Item C identify a one-year extension, while the recommendation paragraph in the staff report references dates reflecting a two-year period. Community Development Director Dan Symer confirmed that the correct term is one year, through June 30, 2027, and that the dates in the recommendation paragraph were in error. The item would be approved as a one-year extension consistent with the subject line and contract documents.

Motion: Council Member Vodrazka made a motion to approve the Consent Agenda as presented, with the clarification that Item C reflects a one-year contract extension through June 30, 2027. The motion was seconded by Vice Mayor Tarango. City Clerk Kidwell conducted a roll call vote: Council Member Vodrazka – Yes; Council Member Curtis – Yes; Vice Mayor Tarango – Yes; Council Member Snyder – Yes; Council Member Garcia – Yes; Council Member Galindo – Yes; Mayor Sutton – Yes. **Motion carried unanimously (7-0)**.

The following Consent Agenda items were approved:

***A.** Approval of Minutes — May 26, 2026, Regular Meeting and June 1, 2026, Special Session.

***B.** Approval of One-Year Contract Extensions with Sunrise Engineering, LLC and Wilson Engineers for On-Call Professional Engineering Services.

***C.** Approval of One-Year Contract Extensions with Bureau Veritas North America, Inc., SAFEbuilt Arizona, LLC, and Stantec Consulting Services, Inc. for On-Call

Professional Services for Plan Review, Inspections, and Related Activities. (Clarified as a one-year extension through June 30, 2027.)

***D.** Approval of One-Year Contract Extensions with Logan Simpson Design, Inc. for On-Call Professional Services for Plan Review, Inspections, Historic Preservation, and Related Planning and Landscape Architecture Activities.

***E.** Authorization to Utilize Pinal County JOC Contract 233828ROQ with Ellison-Mills Construction, LLC for Civil Construction Services to Proceed with the Sunland Gin Waterline Loop Project.

***F.** Consideration and Acceptance of an Agreement with Lexipol, LLC for Law Enforcement Policy Management and Implementation Services for the Eloy Police Department in an Amount Not to Exceed $22,832.25, and Authorization for the City Manager to Execute All Necessary Documents.

***G.** Adoption of Resolution No. 26-1664 appointing Brian Wright, Finance Director, as the Designated Authorizing Agent to Submit the Annual Expenditure Limitation Report (AELR) as the Chief Fiscal Officer (CFO) for the City of Eloy for Fiscal Year 2026–2027.

***H.** Approval of a Professional Services Contract with Western Land Consulting Group (WLCG) for Land Use, Development, and Redevelopment Consulting Services.

***I.** Consideration and Possible Approval of a Final Plat for Stone 25-B350, Case No. FP2026-001: a request to reconfigure two lots adjusting property lines on approximately 0.52 acres located at the southeast corner of West 6th Street and North Curiel Street.

***J.** Consideration and Possible Approval of Case No. FP2026-003: Abel Alvarez Final Plat, a 1-lot Final Plat encompassing approximately 0.30 acres located at 3430 and 3440 West Paraiso Drive.

***K.** Consideration and Possible Approval of Case No. FP2026-002: Loves Truck Stop Toltec Road, a 1-lot Final Plat encompassing approximately 17.61 acres located at 2950 North Toltec Road.

***L.** Adoption of Resolution No. 26-1666 authorizing and approving the submission of a Proposition 202 Grant Application on behalf of the Eloy Fire District to the Ak-Chin Indian Community in the amount of $150,000 for the purchase of two advanced cardiac monitors to support emergency medical services and patient care operations.

***M.** Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) to issue a Series 15 Special Event Liquor License to the Santa Cruz Valley Historic Museum for the 3rd of July Event.

***N.** Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) to issue a Series 15 Special Event Liquor License to the Eloy Chamber of Commerce for the Fourth of July Celebration.

VIII. Business: Possible Discussion and/or Action on the Following:

A. Adoption of Resolution No. 26-1665 Adopting the Tentative Budget for Fiscal Year 2026–2027 for the City of Eloy in the Amount of $101,339,705

Finance Director Brian Wright presented this item. He advised the Council that adoption of Resolution No. 26-1665 represents step twelve in the City's thirteen-step budget adoption process and establishes the maximum budget limit for Fiscal Year 2026–2027. Once adopted, the limit may not be exceeded during the subsequent two-week public notice period; it may only decrease. Finance Director Wright outlined the remaining steps: the resolution will be noticed in the Casa Grande Valley newspaper on the Thursday following this meeting and the Thursday thereafter (two consecutive weeks, as required by statute); a Special Meeting will be held on June 25, 2026, at 5:30 P.M. to conduct a public hearing on the property tax levy, a public hearing on the budget, and to formally adopt the final budget; and the property tax

ordinance will be adopted at the July 13, 2026, regular Council meeting. The Council offered no additional questions, noting the thorough discussion conducted at prior budget work sessions.

Motion: Council Member Garcia made a motion to read Resolution No. 26-1665 by title only. Vice Mayor Tarango seconded the motion. **Upon a roll call vote, the motion carried unanimously**.

City Clerk Kidwell read the title of the resolution.

Motion: Council Member Garcia made a motion to approve Resolution No. 26-1665 as presented. Council Member Snyder seconded the motion. City Clerk Kidwell conducted a roll call vote: Council Member Garcia – Yes; Council Member Galindo – Yes; Council Member Vodrazka – Yes; Council Member Curtis - Yes; Vice Mayor Tarango – Yes; Council Member Snyder – Yes; Mayor Sutton – Yes. **Motion carried unanimously (7-0).**

IX. Executive Session

Mayor Sutton announced that the Council would convene into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation with the City Attorney and City staff regarding the Community Outreach Funding Program, including legal advice related to program administration, funding allocations, eligibility requirements, policy considerations, and the City's position and instructions to its representatives concerning program implementation and distribution of funds. Participants included the full City Council, City Manager Letcher, City Attorney Cooper, and Finance Director Wright.

No legal action was taken during the executive session.

X. Adjournment

The Council reconvened from executive session. A motion was made to adjourn the meeting. The motion was seconded. **Upon a roll call vote, the motion carried unanimously**.

The meeting was adjourned at 7:35 P.M.

ATTEST: **BY:**

Celine Kidwell, City Clerk Andrew Sutton, Mayor

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.B.

Date: 6/22/2026

Date submitted: 06/08/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Acceptance of the Federal Fiscal Year (FFY) 2025 Operation Stone Garden (OPSG) Grant # 250423-01, for Police Officer Overtime and Mileage Expenses, from the Arizona Department of Homeland Security (AZDOHS) in the Amount of $140,300.**

TO: Mayor and City Council

FROM: Brian Jerome, Captain

RECOMMENDATION:

Council authorize the Eloy Police Department to accept and expend the FFY 2025 Operation Stone Garden (OPSG) Grant # 250423-01, funded through the Arizona Department of Homeland Security (AZDOHS), totaling $140,300.00, and authorize the Mayor to sign all documents necessary to accept the grant. This allocation will be designated for Police Officer overtime and mileage expenses, in support of the Operation Stone Garden mission.

DISCUSSION:

The Eloy Police Department received notification from the Arizona Department of Homeland Security (AZDOHS) approving the Department's application for grant funds from the FFY 2025 Operation Stone Garden (OPSG) grant. The grant performance period is May 11, 2026, through April 30, 2027. The total grant award for Police Officer overtime and mileage expenses is $140,300.00.

The Eloy Police Department has participated in and supported the OPSG mission for at least the past 18 years through police officer deployments funded by this grant. Officers, operating under the guidance of the United States Border Patrol (USBP), actively monitor and investigate reports of illegal activities, with a primary focus on combatting illegal drug smuggling and human trafficking.

This past year, officers deployed under OPSG conducted approximately 1179 traffic stops and issued 388 citations. Additionally, officers made 64 misdemeanor arrests and 22 felony arrests, and produced 10 intelligence-driven reports on smuggling trends. Our officer's efforts this past year led to the recovery of 3 weapons, 3 individuals illegally present in the United States, 53 prosecutable criminal cases, and two stolen vehicles that were recovered. Lastly, officers seized 27 grams of methamphetamine, 32 grams of fentanyl, and seven grams of cocaine during OPSG deployments.

Our officer's work, through this collaborative effort and funding with the United States Border Patrol, demonstrate our shared commitment to combatting the negative effects of criminal activities that impact public safety in our community. Human smuggling targets our most vulnerable populations, including women and unaccompanied minors. Our efforts with various Federal partners aim to specifically target and apprehend individuals involved in these types of criminal activities. Nearly every law enforcement agency in Pinal County supports and receives OPSG funding, and our collaborative efforts are an important tool that makes Eloy and Pinal County a safer place to work and live.

FISCAL IMPACT:

Grant funds in the amount of $140,300.00 have been awarded for police officer overtime and mileage expenses to the Eloy Police Department. There is no requirement for a local match of funds.

Approved as to Form:



Stephen R. Cooper, City Attorney

ARIZONA
DEPARTMENT OF
HOMELAND SECURITY

1802 W. Jackson Street
#117, Phoenix, AZ 85007
602.542.7013

KATIE HOBBS
GOVERNOR
KIM O'CONNOR
DIRECTOR

May 8, 2026

Chief Sergio Banales
Eloy Police Department
630 N. Main Street
Eloy, AZ 85231

Subject: FFY 2025 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **250423-01**
Project Title: **OPSG OVERTIME-MILEAGE**

Dear Chief Banales:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG OVERTIME-MILEAGE"** has been funded under the Operation Stonegarden Grant Program for **$140,300.** The grant performance period is **May 11, 2026 through April 30, 2027.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2025 federal award date as indicated in the U.S. DHS award package is 1/30/2026 with a total amount of funding of $30,153,562. The Federal Award Identification Number is EMW-2025-SS-05003.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS.

1. Two Subrecipient Agreements - Download two original OPSG Subrecipient Agreements **(email attachment)**
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail **(email attachment)**
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter). **(email attachment)**

Hard copies of the Award Letter, Budget Detail, EHP letter and Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before July 31, 2026 this award is rescinded and the funds will be reallocated.**

ARIZONA
DEPARTMENT OF
HOMELAND SECURITY

1802 W. Jackson Street
#117, Phoenix, AZ 85007
602.542.7013

KATIE HOBBS
GOVERNOR
KIM O'CONNOR
DIRECTOR

This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **May 11, 2026**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Kim O'Connor
Director

Attachments to email: Subrecipient Agreement, OPSG Budget Detail, EHP Designation Letter

SUBRECIPIENT AGREEMENT
25-AZDOHS-OPSG- 250423-01
Between

The Arizona Department of Homeland Security ("AZDOHS")

And

Eloy Police Department

UEI Number: CLC6K1M7J8J5

WHEREAS, A.R.S. §41-4254 makes the Arizona Department of Homeland Security (AZDOHS) responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **May 11, 2026** and shall terminate on **April 30, 2027** (the "Period of Performance"). The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"OPSG OVERTIME-MILEAGE"** and funded at **$140,300** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under the U.S. Department of Homeland Security ("DHS") grant #EMW-2025-SS-05003 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$140,300** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State, and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the DHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, including provisions of 2 CFR Part 200, which were updated by OMB in April of 2024, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program-forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

   "Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $10,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $10,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees

to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement are no longer needed by the Subrecipient for the original program or for other activities currently or previously supported by a federal awarding agency, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training-branch). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200, including 2 CFR 200.211(b)(16) and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $1,000,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria

are being met. Subrecipient must comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions pursuant to 2 CFR § 200.337. Subrecipient must cooperate with any review or investigation conducted by DHS and/or AZDOHS. Subrecipient must give DHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by DHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all other reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **NOFO, DHS Standard Terms, Agreement Articles, and PGM** Subrecipient must comply with all applicable terms within the Notice of Funding Opportunity (NOFO), the FY 2025 DHS Standard Terms and Conditions, the Agreement Articles attached to the FEMA Award Letter to AZDOHS, and the Preparedness Grant Manual (PMG). The applicable terms of each of the NOFO, FY 2025 DHS Standard Terms and Conditions, Agreement Articles, and PMG are hereby incorporated into this Agreement, and many, but not all, of the applicable terms are also included or restated within this Agreement. If a condition in the NOFO is inconsistent with FY 2025 DHS Standard Terms and Conditions, the condition shall be invalid to the extent of the inconsistency.

However;

Notwithstanding their inclusion in the Agreement Articles and 2025 DHS Standard Terms and Conditions, the following terms and Agreement Articles do not apply: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the 2025 DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials”; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the 2025 DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination.”

AND

In regard to SHSP and UASI Programs, Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.) and the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards subject to the orders while the orders remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security

Program: Compliance with Federal Immigration Law" Agreement Article. If memorandum and order or preliminary injunction in either of these matters are stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article (Article 61) will immediately become effective.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/content/basic-page/127); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/content/basic-page/127).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement

- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Mandatory Disclosures** Subrecipient must disclose, in a timely manner and in writing, to AZDOHS all violations of federal criminal law involving, fraud, bribery, or gratuity violations potentially affecting the Federal award, as required by 2 CFR 200.113.

26. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the DHS Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and the resources at http://www.lep.gov);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2023-01 (https://azgovernor.gov/office-arizona-governor/executive-order/1-0) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

27. **Anti-discrimination** Subrecipient must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(1) Definitions. As used in this clause;

(a) DEI means “diversity, equity, and inclusion.”

(b) DEIA means “diversity, equity, inclusion, and accessibility.”

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).

(4) Upon suspension or termination under subsection (3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 CFR § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

28. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. Subrecipient agrees that DHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise

or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

29. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

30. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A129/a-129.pdf)

31. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with 2 CFR Part 184, which codifies the Build America, Buy America Act (BABAA) Preference applicable to Federal financial assistance programs for infrastructure projects.

In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 CFR§ 184.4 and a self-certification as required by the FEMA BABAA Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

32. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with the Energy Policy and Conservation Act, 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued in compliance with this Act.

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient, and any contractors or subcontractors of Subrecipient are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 CFR §§200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR § 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962 and 2 CFR § 200.323, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the USA PATRIOT Act, Pub. L. 107-56, Section 817 and 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR § 175.105.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170 for Federal awards that total or exceed $30,000.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html), US Executive Order 12689 (https://www.federalregister.gov/executive-order/12689), 2 CFR Part 180, including 2 CFR §180.335, and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicly-available privacy policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow DHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or OMB Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as

applicable. The DHS financial assistance office (DHS FAO) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the DHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002.10. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR § 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352 and 6 CFR Part 9, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract. Per 6 CFR Part 9, recipients must file a lobbying certification form and a lobbying disclosure form, which are available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act (IATFCPA) of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942). International travel, however, is not an allowable cost unless approved in advance by DHS/FEMA.

u. Subrecipient must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

v. Subrecipient must include in all contracts and purchase orders for work or product a contract provision encouraging domestic preference for procurements.

33. **Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or Executive Order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

34. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

35. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

36. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

37. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

38. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

39. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

40. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that

changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

41. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

42. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

43. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

44. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

> *Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name*

the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

45. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

46. **Termination of the Federal Award** In addition to the "Termination" clause above, Subrecipients agree to be bound by the Termination of the Federal Award provisions contained in the NOFO, to the extent such provisions apply to subrecipients. Note that subrecipients are *not* bound by Term XL ("Termination of a Federal Award") of the FY 2025 DHS Standard Terms and Conditions or Article 42 of the Agreement Articles.

47. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

48. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

49. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

50. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, and Operation Stonegarden).

51. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

52. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of

any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

53. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

54. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson Street, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief Sergio Banales
Enter Title, First and Last Name Above
Eloy Police Department
Enter Agency Name Above
630 N. Main Street
Enter Mailing Address Above
Eloy, AZ 85131
Enter City, State, ZIP Above

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Eloy Police Department Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Andrew Sutton, Mayor Print Name and Title Above	Susan Dzbanko, Deputy Director
June 22, 2026 Enter Date Above	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

FFY 2025 Operation Stonegarden Grant Program
Overtime/ERE/Mileage - Budget Detail
Agency: Eloy Police Department
Subrecipient Agreement #: 250423-01

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

OVERTIME	ERE	MILEAGE	TOTAL AWARD
$104,735	$23,775	$11,790	$140,300

Project Point of Contact — BRIAN D JEROME (Print Name) — [signature] (Signature) — 6-8-2026 (Date)

AZDOHS Staff: **Belinda Torres** (Print Name) — Signature — Date

This form is to be signed and returned.

ARIZONA
DEPARTMENT OF
HOMELAND SECURITY

1802 W. Jackson Street
#117, Phoenix, AZ 85007
602.542.7013

KATIE HOBBS
GOVERNOR
KIM O'CONNOR
DIRECTOR

Subject: FFY 2025 Operation Stonegarden- EHP Level A Review

Subrecipient: Eloy Police Department
Subrecipient Agreement Number: 250423-01
Project Title: OPSG OVERTIME-MILEAGE

Dear OPSG Stakeholder:
The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 228-3618 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:
The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.
Date: 6/22/2026

Date submitted: 06/10/2026 **Date requested:** 6/22/2026	**Action:** Resolution	**Subject: Adoption of Resolution No. 26-1667 Supporting the Application to the Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund for Reimbursement of Local Match Requirements Associated with the Safe Streets and Roads for All (SS4A) Grant Program**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:
Staff recommends that the City Council adopt Resolution No. 26-1667 in support of the City of Eloy's application to the Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund for reimbursement of the local match requirement associated with the Safe Streets and Roads for All (SS4A) Grant Program.

DISCUSSION:
The Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund was established by the Arizona Legislature in 2022 to assist eligible cities, towns, counties, and the Arizona Department of Transportation (ADOT) in pursuing and securing federal discretionary transportation grants. The program is administered by ADOT, with funding awards approved by the State Transportation Board (STB).

The AZ SMART Fund is designed to improve the competitiveness of rural communities by providing financial assistance for project development, grant application preparation, and local match requirements associated with federal discretionary transportation grants. Eligible projects include roadway, bridge, transit, rail, bicycle, pedestrian, and other surface transportation improvements authorized under applicable federal grant programs.

The City of Eloy has submitted an application under the federal Safe Streets and Roads for All (SS4A) Grant Program in partnership with ADOT. The proposed project includes safety improvements at the intersection of Battaglia Road and State Route 87, including intersection lighting and dedicated deceleration and turn lanes designed to improve traffic operations and enhance public safety.

If awarded, the SS4A grant will require a local match contribution of approximately $942,379. The City intends to apply for AZ SMART funding to reimburse all or a portion

of this local match obligation. Participation in the AZ SMART program would significantly reduce the City's financial responsibility while allowing the project to move forward and leverage federal transportation funding for critical safety improvements.

As part of the AZ SMART application requirements, applicants must provide a Resolution of Support from their governing body demonstrating commitment to the project and authorizing pursuit of the funding opportunity. Adoption of Resolution No. 26-1667 satisfies this requirement and authorizes staff to submit the City's AZ SMART application.

FISCAL IMPACT:

If the Safe Streets and Roads for All (SS4A) Grant application is awarded, the City will be required to provide a local match of approximately $942,379. The City is seeking reimbursement of the required local match through the Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund.

While the City is pursuing AZ SMART funding to offset this obligation, there is no guarantee that reimbursement funding will be awarded. In the event AZ SMART funding is not received, the Streets One-Time Fund will be utilized to satisfy the required local match. Sufficient budget capacity exists within the fund. However, the required local match represents more than one-half of the current fund balance and would significantly reduce the City's ability to fund other transportation and infrastructure improvement projects.

It should also be noted that the proposed improvements are located at the intersection of State Route 87 and Battaglia Road, which is outside the City of Eloy's municipal boundaries and within the Arizona Department of Transportation's (ADOT) roadway system. While the City would be contributing local matching funds toward construction of the safety improvements, ownership, operation, and long-term maintenance responsibilities for the completed improvements will remain with ADOT.

Approval of Resolution No. 26-1667 does not commit City funds at this time, but is required to establish eligibility for AZ SMART funding and maximize the City's opportunity to leverage state and federal transportation funding for this project.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO. 26-1667

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, AUTHORIZING AN APPLICATION TO THE ARIZONA SMART FUND FOR A GRANT FOR DESIGN AND OTHER ENGINEERING SERVICES/MATCH/GRANT DEVELOPMENT AND SUBMISSION PURSUANT TO TITLE 28, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES AND DECLARING AN EMERGENCY.

WHEREAS, in Chapter 322 of the Laws of 2022 ("the Act"), the Arizona Legislature established the AZ SMART Fund and program, and authorized the State Transportation Board, among other things, to award grants to Eligible Applicants for design and other engineering services ("DOES"), grant development and submission ("GDS"), and Match for a surface transportation project for which the Applicant will submit a Federal Grant application;

WHEREAS, A.R.S. §28-399.Q.1 as amended in Chapter 120 of the Laws of 2024 defines "Federal Grant" to mean a federal discretionary grant program administered by any federal agency for surface transportation purposes;

WHEREAS, the AZ SMART Fund Request for Grant Applications and Agreement ("RFGAA") defines "surface transportation purposes to mean a road, bridge, transit or rail infrastructure project, study or plan document that is eligible for a Federal Grant;

WHEREAS, Applicants for AZ SMART Fund must apply in accordance with the requirements of the Act and the RFGAA;

WHEREAS, the City of Eloy has determined that it will apply to AZ SMART for match for intersection lighting and dedicated deceleration/turn lanes on SR-87 at Battaglia Road ("Project");

WHEREAS, the City of Eloy has submitted the Project for the Federal Grant identified in the RFGAA;

WHEREAS, the RFGAA requires that applications include a resolution from the governing body of the Applicant stating the Project is in the best interests of the residents of the municipality or county in which the Project is or will be located and requires the resolution to state the commitment of Applicant funds, if applicable;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. That the City of Eloy Project described above is in the best interest of the residents of the City of Eloy.

SECTION 2. That the City of Eloy requests $942,379 for Match from the AZ SMART Fund.

SECTION 3. That $0 of cash monies of the City of Eloy are committed to the Project.

SECTION 4. That the Mayor of the City of Eloy is authorized to submit and sign the RFGAA.

SECTION 5. WHEREAS, the immediate operation of the provision of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Eloy City Council.

PASSED AND ADOPTED by the City Council of the City of Eloy, Pinal County, Arizona, this _____ day of June 2026.

APPROVED:

_____

Andrew Sutton, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____

Stephen Cooper, City Attorney

Basic Project Information

Lead Applicant Name	City of Eloy
Lead Applicant Unique Entity Identifier (UEI)	CLC6K1M7J8J5
Eligible Entity Type	Political Subdivision of a State - City
Project Title	City of Eloy SR 87 & Battaglia Road
Project Goal/Description	Implement safety projects identified in the Pinal County Action Plan
Primary Project Purpose	Operational or Technology Strategies
Total Jurisdiction 2020 Population	15,635
Total Count Motor Vehicle-Involved Roadway Fatalities (2019-2023)	23
Total Average Annual Fatality Rate (per 100,000 population)	29.4
Inclusion of Underserved Communities in Jurisdiction	Yes
Inclusion of Underserved Communities in Project Areas	Yes
Project Area Fatalities (2019-2023)	1
Project Area Serious Injuries (2019-2023)	1
Applicant roadway safety responsibility	• Safety responsibilities that affect roadways • Have an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Demonstration and/or Supplemental Planning Activities?	No
Total SS4A Federal Funds Requested	$3,769,518
Total SS4A Non-Federal Share	$942,379
Total SS4A Project Cost	$4,711,897
Total Other Federal Funds Used (if applicable)	None
Request for Carrying Out Projects and Strategies	$3,769,518
Existing Comprehensive Safety Action Plan (or equivalent)	https://www.scmpo.org/wp-content/uploads/2025/06/PINALC1.pdf

Overview

The City of Eloy (City), located in south-central Arizona, is a small but strategically situated community within Pinal County, intersected by critical regional corridors including State Route (SR) 84, Interstate (I-) 10, and SR 87. With a population of just 15,635, Eloy has experienced a disproportionately high rate of severe roadway crashes. Between 2019 and 2023, the City reported 23 fatalities, resulting in an average annual fatality rate of 29.42 per 100,000 population, nearly double the Arizona state average and among the highest in the state.

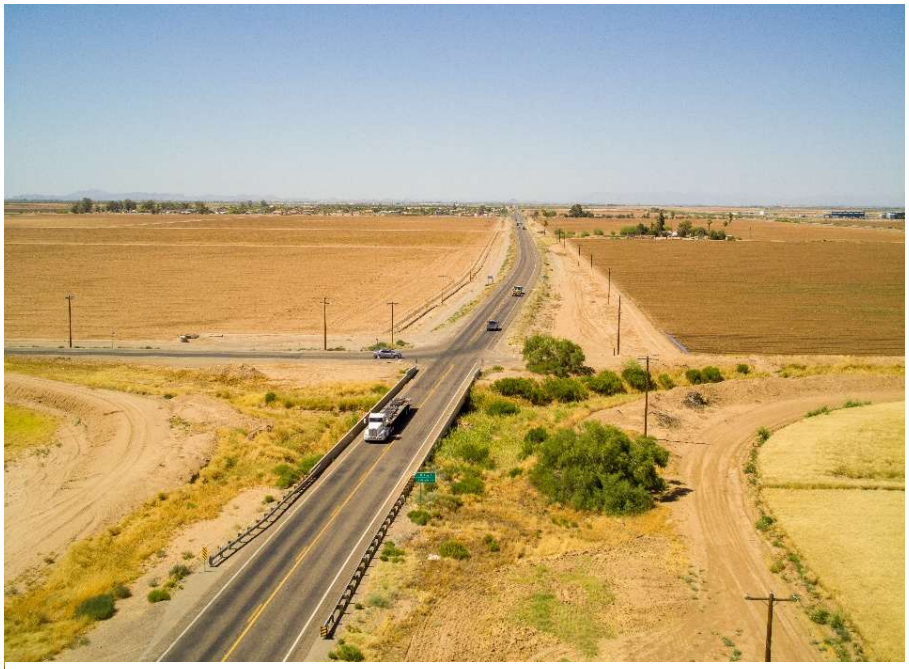


Figure 1 Intersection of SR 87 and Battaglia Rd in Eloy, looking northbound along SR 87.

The **City of Eloy SR 87 & Battaglia Road Project** (Project) is a key solution that will install intersection lighting, a northbound left turn lane, and a southbound right turn lane on SR 87.

The Project site is identified in the Pinal County Strategic Transportation Safety Plan (STSP) as part of the High Injury Network (HIN) and public agency comments, reflecting critical systemic safety issues such as inadequate traffic control, poor nighttime visibility, and lack of dedicated turn lanes, affecting both motorists and non-motorized users. The project includes installing enhanced intersection lighting, and new turn lanes, to reduce all types of intersection crashes, including angle and turning-movement crashes.

The project is located within an underserved community that faces persistent disparities in safety, infrastructure quality, and access to transportation options. The City is invested in executing a data-informed, evidence-based, and structured approach to deliver high-need safety outcomes.

By implementing these improvements, in coordination with the Arizona Department of Transportation (ADOT) and Pinal County, the City aims to significantly reduce safety risk at this high-priority location within Eloy's roadway network.

Location

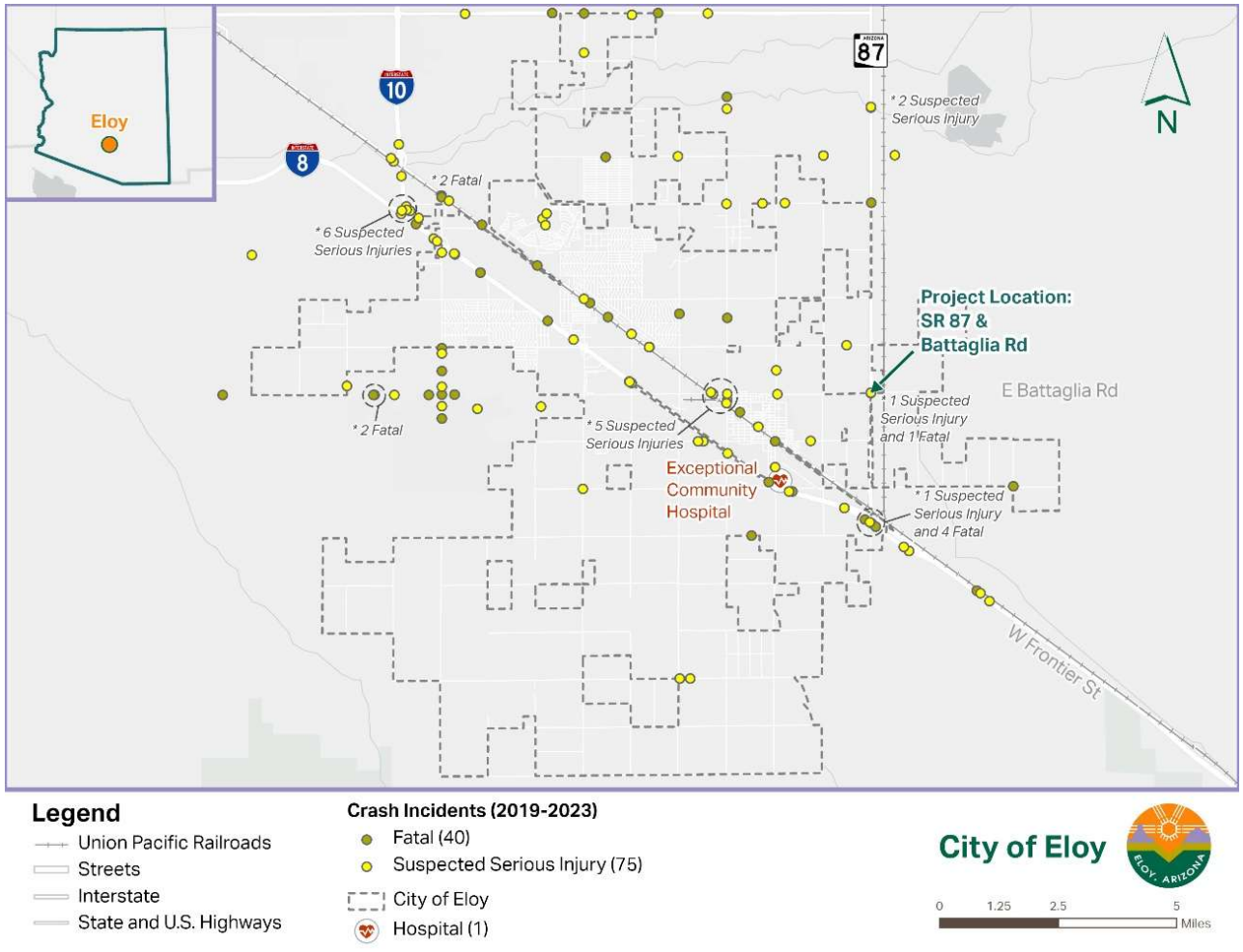
The City of Eloy is located in Pinal County, Arizona, approximately midway between Phoenix and Tucson. As a rural community of just over 15,000 residents, Eloy is intersected by several key interstate/state highways and arterial roadways, including SR 84 (W Frontier Street), I-10, and SR 87, which serve as important local and regional connectors.

The project site identified in this SS4A Implementation Grant application is:

- **SR 87 & Battaglia Road**

The intersection is located on the Pinal County 2025 STSP and was selected based on multiple factors, including a geospatial analysis of fatal and suspected serious injury crashes, public and stakeholder inputs, and local agency collaboration.

This intersection lacks critical safety features, including intersection lighting and dedicated turn lanes, which are essential for reducing high-risk conflict points and improving overall intersection safety. In particular, the SR 87 & Battaglia intersection experiences poor nighttime visibility, creating increased safety concerns for motorists.



CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.
Date: 6/22/2026

Date submitted: 06/10/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Authorization to Utilize City of Casa Grande Job Order Contract (JOC) No. 1125-06 with Ames Construction, Inc. for transportation construction services related to the replacement of drainage culverts at W. Shedd Road and N. Estrella Road, utilizing funds previously approved in the FY 2025-2026 Budget.**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:
Staff recommends that the City Council authorize the utilization of City of Casa Grande Job Order Contract (JOC) No. 1125-06 with Ames Construction, Inc. for transportation construction services associated with two (2) drainage culvert replacements at W. Shedd Road and N. Estrella Road in an amount not to exceed $51,500. Staff further recommends authorizing the City Manager to execute all necessary agreements and related documents.

DISCUSSION:
Drainage culvert replacements were approved as part of the FY 2025-2026 Budget and are necessary to maintain the integrity and functionality of the City's roadway drainage infrastructure.

The proposed work includes the removal and replacement of existing 15-inch drainage culvert crossings at two locations along W. Shedd Road immediately east of the intersection with N. Estrella Road. The project will include the installation of two (2) new 15-inch culverts at each crossing at the existing elevations, backfilling with one-half sack slurry, and restoration of the roadway surface with a 3-inch thick asphalt pavement section. Additionally, the project includes removal and replacement of an existing asphalt trench patch located in the eastbound lane of W. Shedd Road immediately west of the N. Estrella Road intersection. The trench patch measures approximately 15 feet long by 3 feet wide and will be reconstructed to restore the integrity of the roadway surface.

The existing culverts have deteriorated and require replacement to ensure proper stormwater conveyance and to prevent future roadway failures. Timely completion of this work will improve drainage performance, extend the service life of the roadway

infrastructure, and reduce the likelihood of more extensive and costly repairs in the future.

The proposal provided by Ames Construction, Inc. includes minor grading and adjustments necessary for installation, traffic control in accordance with an approved traffic control plan, excavation, culvert installation, slurry backfill, and asphalt restoration. The City of Eloy will provide the pipe culvert materials.

Utilizing the City of Casa Grande Job Order Contract (JOC) No. 1125-06 with Ames Construction, Inc. allows the City to expedite project delivery, maintain competitive pricing, and ensure compliance with applicable procurement requirements.

FISCAL IMPACT:
The total project cost shall not exceed $51,500, allocated as follows:
Ames Construction, Inc. Proposal: $46,650
City Contingency: $4,850

Funding for culvert replacements was approved as part of the FY 2025-2026 Budget under GL #15-455-6084 (Culvert Replacement). Sufficient budget capacity exists within the approved budget, and no additional funding is being requested.

Approved as to Form:



Stephen R. Cooper, City Attorney

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

Shedd Rd. and Estrella Rd. Drainage Culvert Remove and Replace

Proposal Date: 5/29/26

Project Description:

This proposal includes the removal and replacement of existing 15-inch drainage culvert crossings at two locations. Includes installing two new 15-inch culverts at each crossing at the existing elevations. Backfill will consist of ½ sack slurry, followed by a 3-inch thick asphalt pavement restoration. Also, the removal and replacement of an existing asphalt trench patch approximately 15 feet long by 3 feet wide at a separate location.

Proposal:

BID ITEM	DESCRIPTION	BID QTY	UNIT	BID TOTAL
1	Remove and Replace 15" Drainage Culverts	1	LS	$46,650.00
PROPOSAL TOTAL				**$46,650.00**

Casa Grande JOC Contract #1125-06

Project Specific Clarifications:

- Work is based on City of Eloy temporary closing the road associated with the work.
- Asphalt restoration is based on placing 3-in thick hot asphalt mix.
- No QC testing is included
- City of Eloy will provide pipe culvert materials.
- Direction of work provided verbally by City of Eloy
- Minor grading and adjustments required for installation are included.
- Traffic Control Included- per traffic control plan

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

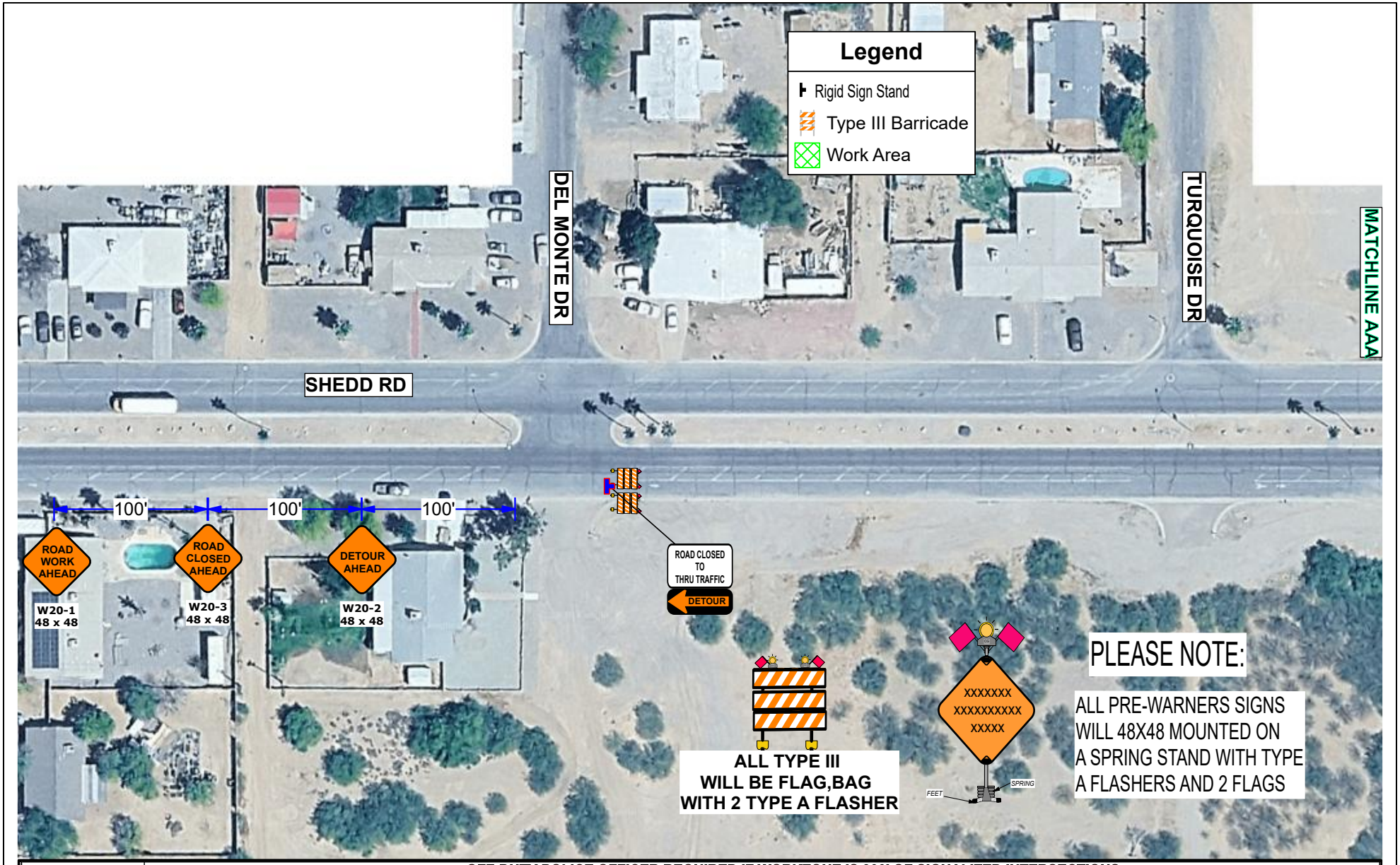
Exclusions:

1. Striping or pavement markings
2. Quality control testing
3. Permits, fees, bonds, and taxes
4. Utility relocations or unknown subsurface conflicts
5. Temporary fencing, security, or facilities
6. Hazardous material handling

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications, and conditions on the front of this proposal are satisfactory and are hereby accepted, giving AMES CONSTRUCTION authorization to complete work as specified. Funding verification and further payment terms to be established prior to starting work.

Ames Construction
Edgar Jimenez
Sr. Project Manager
edgarjimenez@amesco.com
602-540-0205



OFF-DUTY POLICE OFFICER REQUIRED IF WORKZONE IS 300' OF SIGNALIZED INTERSECTIONS

Ames Construction

Construction Guide
602-517-4504

Contact: Joseph Uhrinyak
Phone # : 480-584-0083
Email: Tcp@constructionguidellc.com

Sign Sizes

○ A) 18x24	● G) 48x60
○ B) 24x24	○ H) 18x18
○ C) 30x30	○ I) 24x48
○ D) 30x36	● J) 48x8
○ E) 36x36	○ K) Other
● F) 48x48	

Agency: Pinal County *PERMIT #:* *Page:* 1 of 2

TCP NAME : TCP # 1 *LANE CLOSURE:* EASTBOUND HARD CLOSURE

LOCATION : Sheed Rd & Estrella Rd

START DATE: SEE PERMIT *END DATE:* SEE PERMIT

WORK HOURS
☐ 8:30am - 4:00pm Monday to Friday
☐ 9:00pm - 5am Sunday to Thursday
☒ 24 HOURS
☐ 7am - 7pm Saturday & Sunday

CONTRACTOR: AMES
☐ OTHER: SEE PERMIT

CONTRACTOR PERSON: Edgar Jimenez *PHONE:* 602-540-0205

EMAIL: edgarjimenez@amesco.com

COMPASS: N

POSTED SPEED: SPEED LIMIT 25



OFF-DUTY POLICE OFFICER REQUIRED IF WORKZONE IS 300' OF SIGNALIZED INTERSECTIONS

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Agency: Pinal County *PERMIT #:* *Page:* 2 of 2

TCP NAME : TCP # 1 *LANE CLOSURE:* EASTBOUND HARD CLOSURE

LOCATION : Sheed Rd & Estrella

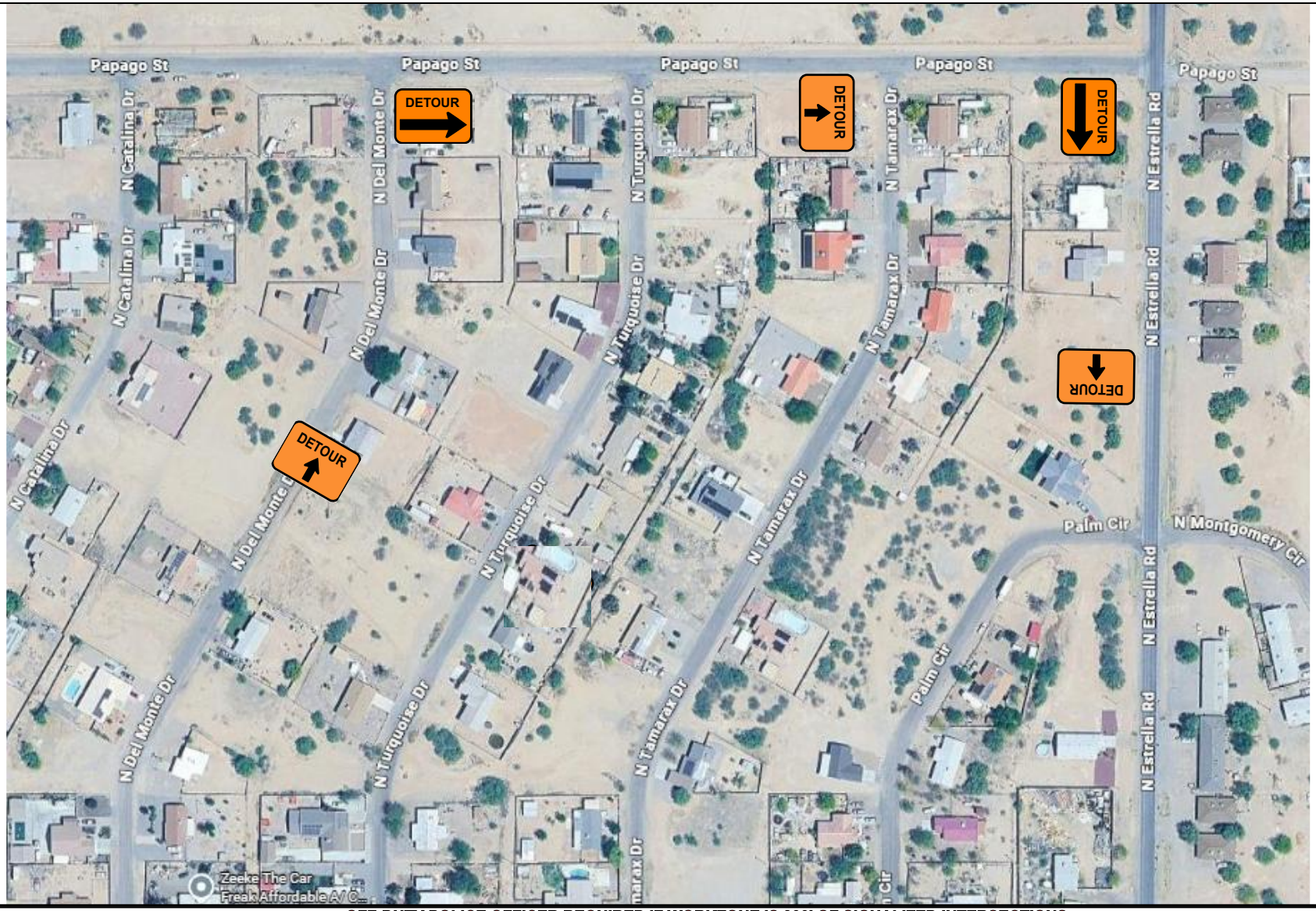
START DATE: SEE PERMIT *END DATE:* SEE PERMIT

WORK HOURS
- ☐ 8:30am - 4:00pm Monday to Friday
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○ E)	36x36	○ K)	Other
● F)	48x48		

Agency: Pinal County *PERMIT #:* *Page:* 1 of 2

TCP NAME : TCP # 2 *LANE CLOSURE:* DETOUR ROUTE

LOCATION : Shedd Rd & Estrella Rd

START DATE: SEE PERMIT *END DATE:* SEE PERMIT

WORK HOURS
- ☐ 8:30am - 4:00pm Monday to Friday
- ☐ 9:00pm - 5am Sunday to Thursday
- [X] 24 HOURS
- ☐ 7am - 7pm Saturday & Sunday

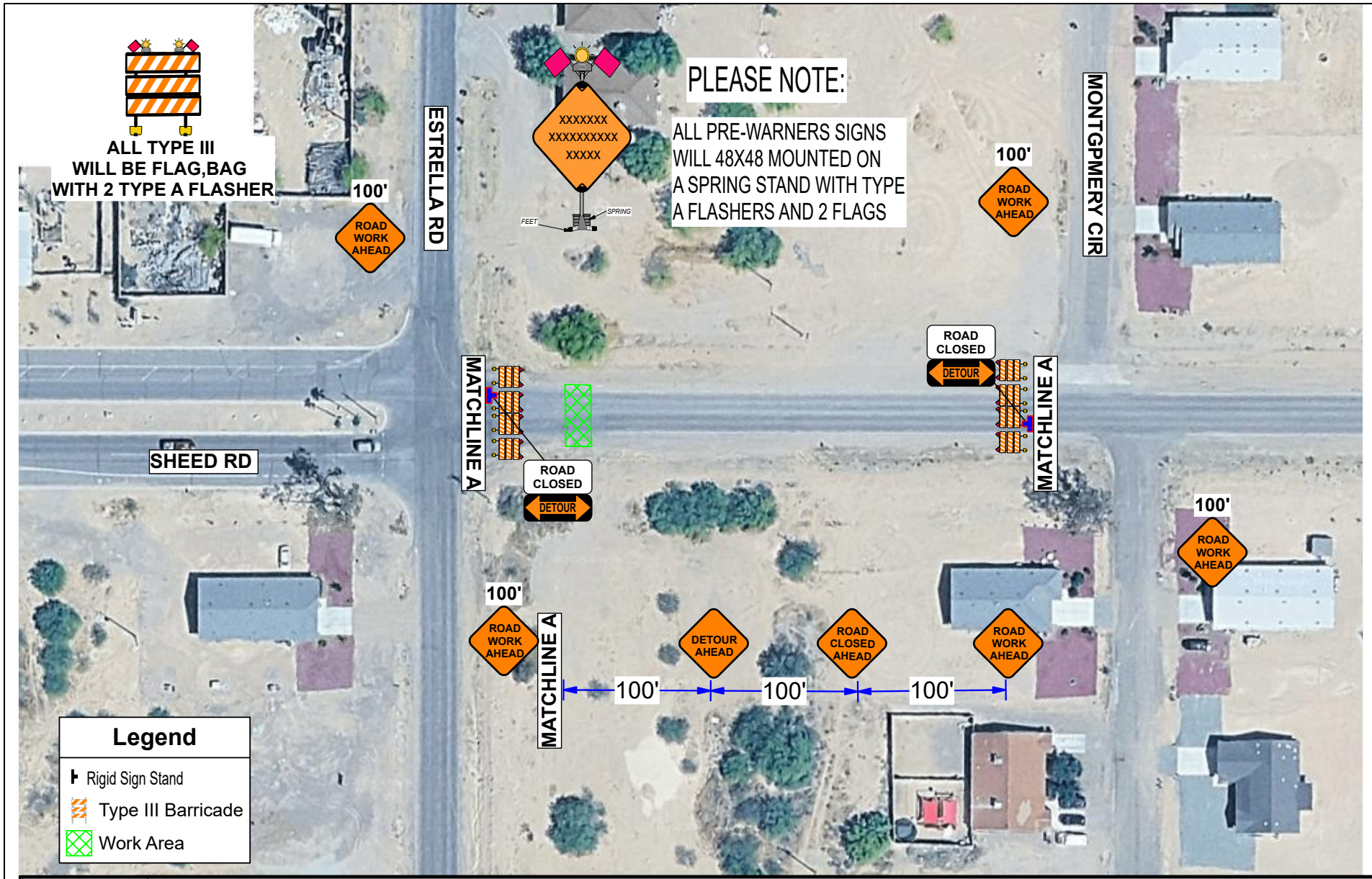
CONTRACTOR: AMES ☐ *OTHER:* SEE PERMIT

CONTRACTOR PERSON: Edgar Jimenez *PHONE:* 602-540-0205

EMAIL: edgarjimenez@amesco.com

COMPASS: N

POSTED SPEED: SPEED LIMIT 25



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602-517-4504

Contact: Joseph Uhrinyak
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○ D) 30x36	● J) 48x8
○ E) 36x36	○ K) Other
● F) 48x48	

Agency: Pinal County *PERMIT #:* *Page:* 1 of 1

TCP NAME : TCP # 2 *LANE CLOSURE:* HARD CLOSURE

LOCATION : Sheed Rd & Estrella Rd

START DATE: SEE PERMIT *END DATE:* SEE PERMIT

WORK HOURS
☐ 8:30am - 4:00pm Monday to Friday
☒ 24 HOURS
☐ 9:00pm - 5am Sunday to Thursday
☐ 7am - 7pm Saturday & Sunday

CONTRACTOR: AMES
☐ OTHER: SEE PERMIT

CONTRACTOR PERSON: Edgar Jimenez *PHONE:* 602-540-0205

EMAIL: edgarjimenez@amesco.com

COMPASS: N

POSTED SPEED: SPEED LIMIT 25


DETOUR
DETOUR
DETOUR
DETOUR
N Montgomery Cir
N Estrella Rd
N Kioha Dr
Palm Cir
N Tamarax Dr
4025 N Tamarax Dr
Recently viewed
W Shedd Rd
My Babies
Tus Abogados Locales

TCP # 2


N Palm Cir
N Estrella Rd
N Montgomery Cir
W Shedd Rd
Drainage Culvert
Remove, Replace & Pave
Date: 6/10/2026
Legend
Work Area
N
0 25 50 100
Feet

OFFICIAL COPY

Contract No. 1125-06

Job Order Contract
for
Ames Construction, Inc.

Public Works Department
City of Casa Grande

Owen Mills
Civil Engineer

THIS CONTRACT made and entered into by and between the **City of Casa Grande,** a Municipal Corporation (the "City") and **Ames Construction, Inc.**, a Minnesota corporation (the "Contractor").

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, the Special Provisions, the Project's Scope of Work, the Contractor's Statement of Qualifications, the Request for Qualification, Addendum #1 to the Request for Qualifications, the A.R.S §35-393 and 35-393.01 Certification Forms, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. PROJECT OVERVIEW.

The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NAME: Job Order Contracting for City of Casa Grande Transportation Construction Services

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order Assignment, which shall be in a form attached hereto, and incorporated herein, as Attachment 2 and shall not be binding of effective until fully executed by all parties, for each Project. There will be a separate Job Order Assignment for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Order Assignments under this Contract.

The amount to be paid by the City for the Project under each Job Order Assignment is the Contract Price for the Job Order Assignment. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order Assignment may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

a. The Contract Price for each Job Order shall not exceed $3,000,000, including any Change Orders.
b. The cumulative sum of the Job Orders issued pursuant to City of Casa Grande Solicitation Number 1037-26-CG shall not exceed $10,000,000 per fiscal year.
c. There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
d. Contractor may refuse any Job Order under this Contract.
e. This Contract does not obligate or require City to offer any Job Order Assignment to Contractor.
f. No work shall begin until a Job Order Assignment has been fully executed by City and Contractor which shall enable work to begin.

The Contractor agrees to receive and accept the prices set forth in the Job Order Assignment as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

a. The City will not pay any claim submitted to the City by the Contractor unless the claim is **SUBMITTED IN WRITING** to the City and **APPROVED BY THE CITY IN WRITING BEFORE** any such work is started.
b. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Job Order Assignment unless **SUBMITTED IN WRITING** to the City and **AGREED TO IN WRITING** by the City **IN ADVANCE.**

c. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor **SHALL NOT MOVE FORWARD** with any additional work until that work is **APPROVED IN WRITING** by the City's Project Manager.
d. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work **CAUSED BY** Contractor.
e. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City's Project Manager under them.
f. Any additional charges incurred without **WRITTEN CONSENT** of the City shall be considered incidental costs to the Contract with **NO COST** to the City.

SECTION 3. TERM AND SCOPE.

This initial term of this contract shall be for one year starting on the commencement date described in Section 41 below. The term of this contract may be extended, at the sole discretion of the City, for up to three (3) additional one (1) year extensions. Such extension shall be automatic unless City provides notice to the Contractor of its intention not to extend. The Contractor agrees to provide services to the City for the performance of the Job Order Contracting for City of Casa Grande Transportation Construction Services, consistent with the Scope of Work and in the timeframe identified in any Job Order Assignment issued. No material, labor, or facilities will be furnished by the City, unless otherwise provided for herein or in the any Job Order Assignment issued.

The City maintains a network of streets, roads, and related civil infrastructure. The infrastructure includes, but is not limited to, paved streets (asphalt and concrete pavements), dirt roads, trails, drainage, sewer, multiuse paths, park roads and facilities, parking lots, pavement markings/striping, traffic signals, traffic control signs/devices, and streetlights. A Job Order Assignment issued pursuant to this contract shall include the scope of work necessary to complete the construction project for which the Job Order Assignment was issued. This Contract will be to provide transportation construction services for a number of City construction and maintenance projects and will include the following:

a. Identify and obtain all necessary permits and approvals required to complete any Job Order Assignment issued, including, but not limited to, engineering plan approval, permitting, associated off-site improvements, haul routes, stockpiles, SWPPP, dust control, traffic control plans, etc.
b. Placement of asphalt pavements including full depth sections, overlays, patches, and repairs.
c. Stamped and thermoplastic asphalt prints.
d. Placement of PC concrete pavements including full depth sections, patches, joint sealing, and repairs.
e. Sidewalk improvements that are ADA compliant.
f. Milling and/or roadway profiling of asphalt and concrete pavement surfaces.
g. Pavement maintenance and rehabilitation, including, but not limited to:
    - Crack sealing and joint sealing,
    - Crack routing, crack filling, and large crack repair,
    - Applying various types of surface treatments including fog seals, scrub seals, slurry seal, chip
    - seals, and other asphalt rejuvenation methods, and
    - Saw cutting and removing both asphalt and concrete pavements.
h. Adjustment of utility fixtures and similar appurtenances.
i. Subgrade preparation including scarifying and compacting native soils, placing, and compacting aggregate base course (ABC), placing and compacting asphalt millings, constructing soil stabilizations of various types, and site grading as needed for the job order and to provide positive drainage.
j. Construction of cement treated subgrades and cement treated bases.
k. Earthwork including excavations, embankment construction, rough grading, and finished/fine grading work.
l. Signing and striping including location surveys of existing striping and signing, providing, and installing project signs, obliteration of striping, and layout and installing new striping, symbols, and raised pavement markers.
m. Preparation of traffic control plans and submittal for review, approval, and permitting.
n. Provide traffic barricade and traffic control set-up for the work areas in accordance with the approved traffic control plans.
o. Shoulder maintenance work including grading, build-up, placement of surface treatment, and sealing.

p. Removal and replacement of culverts, storm drains, catch basins, and valley gutters.
q. Minor associated wet or dry utility installation, relocations, or repair and maintenance.
r. Install, relocate, or maintain/repair traffic signals, poles, mast arms, illuminated street name signs, controller units, and related equipment and facilities.
s. Install, relocate, remove, or maintain/repair in-pavement inductance loops.
t. Install, relocate, or maintain/repair streetlights and accompanying street light circuits.
u. Install or replace landscape plantings and/or hardscape improvements.
v. Install new or maintain/repair damaged landscape irrigation system facilities.
w. Bikeways and multiuse paths: concrete, asphalt, natural, and granite
x. Dispose of removed materials including transportation to the City landfill or other designated disposal site.
y. All other transportation related construction or maintenance work that may arise during the term of the JOC.

SECTION 4. TIME IS OF THE ESSENCE for this Contract. When City identifies the need for performance on a project contained within the Scope of this contract, it may request proposals from Contractors with whom the City has a Job Order Contract with for transportation construction services. If Contractor receives a request for a proposal, Contractor shall, within three (3) business days, respond to said request by:

(1) Visiting the proposed site in the company of City staff; and
(2) Establish contact with the City to further define the scope of the project

If Contractor elects not to take the Job Order for which a proposal is being requested, it shall notify the City withing five (5) business days of the request for proposal. If a Contractor elects to submit a proposal for the Job Order, it shall respond within ten (10) business days, unless a longer timeframe is agreed to by the Parties, of the Job Order proposal request by City by submitting Contractor's Job Order proposal to the City's Project Manager.

The City may enter negotiations for scope and price with any Contractor who submitted a proposal.

Once the City selects a Contractor to perform the services of the Job Order, it shall notify said Contractor. If Contractor is selected, the Parties will execute a Job Order Assignment which shall contain the Scope of Work for the project and the schedule to include both the estimated Notice to Proceed date and the Completion Date for the Scope of Work. Contractor agrees to diligently prosecute the Scope of Work beginning on the Notice to Proceed date to completion within the timeframe agreed upon by the Parties in the Job Order Assignment, except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor. The Job Order Assignment shall also contain the pricing for the project as delineated in the Contractor's proposal.

If Contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work will be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City's only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contactor for this Contract is not timely completed, unless this failure is due to any conditions in Section 6 below, the Contractor will be deemed to be in breach pursuant to Section 9 below.

City has the option to provide for the assessment of liquidated damages in relation to the work to be performed under any specific Job Order. If liquidated damages may be assessed, that will be set forth in the specific Job Order Assignment.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to **IN WRITING BY BOTH PARTIES.**

SECTION 7 The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, reasonable attorney's fees, or actions to the extent caused by the Contractor's negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, to the extent caused by the Contractor's negligence or any subcontractor employed by the Contractor . The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this section. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

8.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

8.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

8.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

8.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

8.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 8.1.2 and 8.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

8.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

8.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

8.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as the certificate holder and as additional insured parties in respect of all liability coverage except workers' compensation and professional liability. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

8.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

8.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers, and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

8.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable

quality;

B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;

C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in

accordance with the SPECIAL PROVISIONS.

SECTION 13. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

SECTION 14. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the Project Manager or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by the Project Manager or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

SECTION 19. The Contractor shall provide a Performance Bond and Payment Bond for each Job Order Assignment in compliance with Title 34 of the Arizona Revised Statutes and shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier's check in equivalent of the full Performance Bond and Payment Bond in full force and effect through said period. The cashier's check shall serve the same purposes and fully cover the requirements of a Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of this Contract.

SECTION 21. This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

SECTION 22. DISPUTES

22.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

22.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which

otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. Fifty percent (50%) of the retention amount shall be returned to Contractor, upon Contractor's request, once fifty percent (50%) of the project is completed. After that, the City shall retain five percent (5%) of future Progress Payments until the project is complete. The five percent (5%) retention will be discharged in accordance with this contract.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor my be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

SECTION 25. Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

SECTION 26. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any

employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 27. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 28. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).

2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor "satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work".

SECTION 29. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 30. Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

SECTION 31. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by

City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 32. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

SECTION 33. In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

SECTION 34. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 37, 38, and 39 as well as the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

SECTION 38. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed the A.R.S §35-393 and §35-393.01 Certification Form, which is attached hereto and incorporated herein, to that effect.

SECTION 39. Contractor acknowledges and agrees, through the signed ARS §35-394 Certification Form attached hereto and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If, during the term of this contract, Contractor becomes aware it is not in compliance with the signed ARS §35-394 Certification Form, Contractor shall notify City within five business days after becoming aware of the noncompliance. If Contractor does not provide City with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

SECTION 40. Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

SECTION 41. THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.

Dated this the 11 day of November, 2025.

City of Casa Grande, an Arizona municipal corporation.

By: _____
Larry D. Rains,
City Manager

Attest:

_____
Adriana Carpio-Solis, CMC City Clerk

Approved as to form:

_____
Brett Wallace, City Attorney

Ames Construction, Inc.,
a Minnesota corporation

By: _____
Name: CHRIS KANE
Title: Sr VP

SIGNING INSTRUCTION TO THE CONTRACTOR:

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

CORPORATE ACKNOWLEDGEMENT(S)

State of Arizona)
) ss
County of Maricopa)

Ames Construction, Inc.
Acknowledgment

On this 3rd day of December, 2025, Chris Kane personally appeared before the undersigned and acknowledged themself to be the Sr. VP of Ames Construction, Inc. and being authorized so to do, executed the Agreement between Ames Construction, Inc. and the City (identified in City of Casa Grande records as C.G. Contract No. 1125-01) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: March 28, 2028

DAWN M JOHNSON
Notary Public, State of Arizona
Maricopa County
Commission # 666206
My Commission Expires
March 28, 2028

A.R.S §35-393 and 35-393.01 CERTIFICATION FORM

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

CL My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Ames Construction, Inc.
Company Name

8333 E. Hartford Dr
Company Street Address

Scottsdale, AZ 85255
City, State, Zip

Signature of Person Authorized to Sign

CHRIS KANE
Printed Name of Signatory

Sr. VP
Title of Signatory

A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.

2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Contractor acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Ames Construction, Inc.
Company Name

8333 E. Hartford Dr
Company Street Address

Scottsdale, AZ 85255
City, State, Zip

Signature of Person Authorized to Sign

CHRIS KANE
Printed Name of Signatory

SR VP
Title of Signatory

PERFORMANCE BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NAME: _____

WHEREAS, said Contractor is required to furnish a bond in connection with Contract guaranteeing performance and this bond shall remain in full force and effect through the warranty and guarantee period of the Contract.

NOW THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City of Casa Grande in the sum of _____ _____(Dollars) ($_____), to be paid to the City or its attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of, _____20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____
	Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

PAYMENT BOND

(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, hereinafter designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NAME: _____

WHEREAS, Contractor is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Casa Grande in the sum of _____ _____ (Dollars), ($_____) for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This bond shall inure to the benefit of any of the persons named as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ _____, 20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The Attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES

The undersigned Surety (the "Surety"), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor _____ _____(the "Contractor") in connection with **Project No.** _____ (the "Project") consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20_____.

SURETY

_____

_____
Authorized Representative

_____
Title

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

Project No.: _____

Project Name: _____

_____

To the City of Casa Grande, Arizona:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above contract project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

_____
Contractor

By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT 1
DEFINITION OF TERMS

Addendum	Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.
Bid	The offer of the Contractor, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.
Contractor's Proposal:	The offer of the Contractor, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
Change Order	A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.
Contract	The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.
Liquidated Damages	The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.
Notice Inviting Bids	The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.
Payment Bond	The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.
Performance Bond	The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.
Project Manager	The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract. The Project Manager for this Contract is Owen Mills. The Project Manager may differ for each Job Order Assignment issued per this Contract and the Project Manager for each Job Order Assignment will be specified in each Job Order Assignment.
Project Plans	Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.
Reference Specifications	Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions	Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including

amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Substantial Completion When the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City, at the City's discretion, can occupy and use the Project or a portion thereof for its intended purposes.

Waterworks Standards The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

Attachment 2

JOB ORDER ASSINGMENT FOR TRANSPORTATION CONSTRUCTION SERVICES CITY OF CASA GRANDE, ARIZONA

1. PROJECT INFORMATION

Job Order Assignment No.: _____
Project Title: _____
Project Location: _____
Department: _____
Date Issued: _____
City Project Manager: _____
Contractor Project Manager: _____

2. CONTRACT BASIS

This Job Order Assignment is being issued pursuant to Job Order Contract No. _____ between the City of Casa Grande, Arizona ("City") and _____ ("Contractor"), dated _____ and incorporates herein the terms of the Job Order Contract. This Job Order Assignment, including all of the Contract Documents, Exhibits, and Attachments, shall be the Contract between the parties for this work. The Contractor agrees to perform all work described herein in accordance with the Job Order Contract, applicable federal, state, and local laws, and all City policies and procedures.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, permits, and services necessary to perform the following work:

- [Provide detailed scope of the project.]

All work shall comply with City of Casa Grande Engineering Standards, MAG Specifications, and all applicable building, safety, and environmental codes.

4. SCHEDULE

Notice to Proceed (NTP): _____
Completion Date: _____

Contractor shall coordinate work with the City Project Manager and provide a detailed project schedule within five (5) calendar days after receipt of NTP. Time is of the essence for completion.

5. CONTRACT PRICE AND PAYMENT

This Job Order Assignment shall be executed as a Fixed Price order and shall be in an amount not to exceed $_____.

Payment Terms: Progress payments shall be made, and retention amounts shall be withheld, monthly in accordance with ARS §34-221 and the Job Order Contract. No payment shall be made for materials not incorporated into the work without prior written authorization.

6. LIQUIDATED DAMAGES

If the work to be performed by Contactor for this Job Order Assignment is not timely completed, the Contractor shall pay to the City $_____ as liquidated damages for each day the work remains incomplete after the

scheduled completion date. The scheduled completion date for determining liability for liquidated damages shall be the Completion Date listed in Section 4 above.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6 of the Job Order Contract.

7. INSURANCE AND BONDING

Contractor shall maintain all insurance and bonding, to include payment and performance bonds as required by A.R.S. §34-610(A), to cover this Job Order Assignment throughout the duration of this Job Order Assignment.

8. WARRANTY

Contractor warrants that all work performed shall be free from defects in materials and workmanship for a period of one (1) year from the date of final acceptance, unless a longer period is required under the Job Order Contract or manufacturer warranties.

9. ACCEPTANCE AND AUTHORIZATION

This Job Order Assignment constitutes the City's written authorization for the Contractor to proceed with the work described herein, subject to issuance of a Notice to Proceed by the City Project Manager. No work shall begin until this Job Order Assignment is fully executed by both parties.

10. SIGNATURES

CITY OF CASA GRANDE, ARIZONA

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

11. ATTACHMENTS
☐ Detailed Scope of Work
☐ Price Proposal
☐ Insurance Certificates
☐ Bonds (if required)
☐ Other: _____

CITY OF CASA GRANDE

STRONGER UNITED

CITY OF CASA GRANDE

PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS

JOB ORDER CONTRACT

TRANSPORTATION CONSTRUCTION SERVICES

Solicitation number: 1037-26-CG

July 2025

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Draft Contract

CITY OF CASA GRANDE

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Casa Grande will receive statement of qualifications for the following:

JOB ORDER CONTRACT TRANSPORTATION CONSTRUCTION SERVICES

The City of Casa Grande intends on selecting one or more qualified Job Order Contractors to provide non-exclusive transportation construction services for minor and major street construction, reconstruction, maintenance, repairs, and pavement services for concrete and asphalt pavements, drainage, sewer, and for the installation, maintenance, and repair of traffic signals, signing, striping, traffic control devices, and street lights, on an as-needed basis, in support of all City of Casa Grande Departments. Selected JOC firms may be qualified to perform some, or all of the various construction work and services listed in the request for qualifications. Each interested Contractor/Firm is invited to submit a Statement of Qualifications detailing the firm's relevant capabilities and experience in accordance with the instructions included in the request for statement of qualifications document.

Each response shall be in accordance with the RFQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by contacting the City Clerk's Office at (520) 421-8600. All responses must be submitted by **2:00 pm** City time on **Tuesday, July 29, 2025** to the City Clerk. Responses must be addressed and submitted to:

OFFICE OF THE CITY CLERK
CITY OF CASA GRANDE
510 EAST FLORENCE BOULEVARD
CASA GRANDE, AZ 85122

The envelope must be boldly marked with this information:

STATEMENT OF QUALIFICATIONS

JOB ORDER CONTRACT TRANSPORTATION CONSTRUCTION SERVICES

SOLICITATION #1037-26-CG

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Qualifications, to reject any or all responses, to be the sole judge of the suitability of the materials offered, and to award one or more contracts for the furnishing of Job Order Contract Transportation Construction Services that it deems to be in the best interest of the City.

City of Casa Grande

Adriana Carpio-Solis
City Clerk

REQUEST FOR STATEMENT OF QUALIFICATIONS

Job Order Contract
Transportation Construction Services

1. INTRODUCTION

The City of Casa Grande Public Works Department (City) requests Statements of Qualifications (RSOQ) from qualified GENERAL CONTRACTORS for a JOB ORDER CONTRACT (JOC) to provide transportation related pavement construction services for minor and major street construction, reconstruction, maintenance, repairs, and pavement services for concrete and asphalt pavements, and for the installation, maintenance, and repair of traffic signals, signing, striping, traffic control devices, and street lights.

All qualified construction firms interested in providing these services are invited to submit their SOQ. All SOQ's must comply with the requirements specified in this Request for Statement of Qualifications (RSOQ).

2. JOC DESCRIPTION

The City is seeking experienced Contractors to provide Transportation Construction Services on an as-needed basis at various project locations throughout the City utilizing the Job Order Contracting (JOC) project delivery method. The work is required in support of the City of Casa Grande's Capital Improvement Program (CIP) and other City department requests.

The City has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34 Section 603. The guiding principles behind the projects will be cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk.

It is the intent of the City to select one (1) or more contractors for the JOC contract award.

The initial term of the JOC contract will be for one (1) year and may be renewed up to three (3) additional one-year terms.

The City intends to seek Council approval for JOC contract limits of a maximum limit of $10,000,000 per year.

The City intends to seek Council approval for a maximum construction contract value for an individual job order issued under the contract will be $3,000,000.

Should City Council not approve the limits requested, the limits set forth in A.R.S. Title 34 Section 605 shall prevail.

The maximum total amount of JOC work each fiscal year is contractually limited to the approved City budget amount for this type of work.

Renewal of the contract will be based on the successful performance by the JOC Contractor and the needs of the City. During the contract period, the City will identify construction tasks required to complete each specific job and will issue individual Job Orders to the Contractor to complete those jobs. Each job order assignment, initiated by the City, is defined cooperatively by the City and the Contractor.

The Contractor shall be required to furnish all materials, equipment, and personnel necessary to manage and accomplish the Job Orders. The Contractor shall be required to maintain a management staff in order to receive Requests for Proposal (RFP), prepare and negotiate proposals, receive signed Job Orders (JO) and Notices-to-Proceed (NTP), receive and initiate contract correspondence and provide other construction services to accomplish individual Job Orders. Job Orders will vary in size, with the majority expected to be of a small to medium size.

The individual job order may include any or all of the following:

a. Design services (if needed),
b. Pre-construction services,
c. Construction work,
d. Maintenance work, and
e. Preparation of as-built documents.

Design plans shall be sealed and signed by an Arizona Registered Professional Engineer for any job order assignment that may require professional engineering design services.

A scope, schedule, and price are negotiated and agreed upon for each job order assignment. It is the City's intent to enter into a cost-plus fee structure contract for each job order assignment unless otherwise mutually agreed upon.

After the purchase order for the work has been issued, the JOC contractor is then directed to proceed with the work.

The schedule for the job order contract will start after award and will be ongoing over the life of the contract.

Work Authorization

Any work required under this Contract shall be authorized by issuance of formal written Job Order Purchase Order as follows:

a. When the City determines the need for transportation construction services for performance under the terms of the JOC, the City will notify the selected JOC Contractor of the current need and requirements.
b. For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a:
    - Scope of work
    - Cost proposal
    - Project schedule
    - Back-up supporting documentation.
c. Upon the receipt of this notification, Contractor shall respond within three (3) working days, or as otherwise agreed upon, by:
    - Visiting the proposed site in the company of City staff, and
    - Establishing contact with the City to further define the scope of the requirement.
d. After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a cost proposal for accomplishment of the task.

    The Contractor, at their sole discretion, may elect not to undertake the job order assignment work. If the Work is declined, the Contractor will so notify the City no later than five (5) working days of the City notification. In this event, the City may elect to assign the work to another Contractor or advertise the project for competitive bidding.
e. The agreed upon price matrix for the job order shall serve as the basis for establishing the value of the work to be performed.
f. Contractor's proposal shall be submitted within ten (10) working days, unless otherwise agreed to.
g. Upon receipt of the Contractor's proposal, the City will review the proposal for completeness, negotiate the scope, cost, and schedule for the work as needed, and will reach agreement with Contractor on pricing, schedule, and all other terms.
h. Once an agreement has been reached, the City will issue the Job Order Purchase Order.
i. In the event the City does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the City is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

The City reserves the right and will issue job order assignments based on ability of the contractor to meet the

City's work schedule and the availability of trades and expertise in relation to each project.

Although the City anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all.

Scheduling and Commencement of the Work

a. For each Job Order Purchase Order, the City will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed.

b. Any preliminary work started, or materials ordered or purchased before receipt of the Notice to Proceed shall be at the sole risk and expense of the Contractor.

c. Contractor shall diligently prosecute the work to completion within the time set forth in the Job Order Purchase Order.

d. The agreed upon period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed.

e. Placement of materials and equipment shall be made with a minimum of interference to City operations and personnel.

f. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. Any and all such damages shall be repaired or replaced by Contractor at no cost to the City.

g. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, detours, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods and plans shall be submitted to the City for approval prior to the start of construction.

h. When the Contractor considers the work complete and ready for its intended use, the Contractor shall request the City to inspect the Work to determine the status of its completion.

i. A minimum of ten (10) working days prior to final completion, the Contractor, in conjunction with the City, shall prepare a comprehensive list of Punch List items, which the City may edit and supplement.

j. The Contractor shall proceed promptly to complete and correct punch list items.

- Failure by the Contractor and the City to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- Items on the punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

3. SCOPE OF WORK

The City maintains a network of streets, roads, and related civil infrastructure. The infrastructure includes, but is not limited to: paved streets (asphalt and concrete pavements), dirt roads, trails, drainage, sewer, multiuse paths, park roads and facilities, parking lots, pavement markings/striping, traffic signals, traffic control signs/devices, and street lights. This JOC will be focused on, but not limited to, supplying all labor, materials, supplies, and equipment for completing transportation infrastructure construction, reconstruction, maintenance and repairs, and other related work.

Contractors submitting a statement of qualifications shall have the demonstrated experience, knowledge, personnel, and ability to successfully accomplish the following tasks:

a. Identify and obtain all necessary permits and approvals required to complete the job order assignment, including, but not limited to, engineering plan approval, permitting, associated off-site improvements, haul routes, stockpiles, SWPPP, dust control, traffic control plans, etc.

b. Placement of asphalt pavements including full depth sections, overlays, patches, and repairs.

c. Stamped and thermoplastic asphalt prints.

d. Placement of PC concrete pavements including full depth sections, patches, joint sealing, and repairs.

e. Sidewalk improvements that are ADA compliant.

f. Milling and/or roadway profiling of asphalt and concrete pavement surfaces.

g. Pavement maintenance and rehabilitation, including, but not limited to:
   - Crack sealing and joint sealing,
   - Crack routing, crack filling, and large crack repair,
   - Applying various types of surface treatments including fog seals, scrub seals, slurry seal, chip seals, and other asphalt rejuvenation methods, and
   - Saw cutting and removing both asphalt and concrete pavements.

h. Adjustment of utility fixtures and similar appurtenances.

i. Subgrade preparation including scarifying and compacting native soils, placing, and compacting aggregate base course (ABC), placing and compacting asphalt millings, constructing soil stabilizations of various types, and site grading as needed for the job order and to provide positive drainage.

j. Construction of cement treated subgrades and cement treated bases.

k. Earthwork including excavations, embankment construction, rough grading, and finished/fine grading work.

l. Signing and striping including location surveys of existing striping and signing, providing, and installing project signs, obliteration of striping, and layout and installing new striping, symbols, and raised pavement markers.

m. Preparation of traffic control plans and submittal for review, approval, and permitting.

n. Provide traffic barricade and traffic control set-up for the work areas in accordance with the approved traffic control plans.

o. Shoulder maintenance work including grading, build-up, placement of surface treatment, and sealing.

p. Removal and replacement of culverts, storm drains, catch basins, and valley gutters.

q. Minor associated wet or dry utility installation, relocations, or repair and maintenance.

r. Install, relocate, or maintain/repair traffic signals, poles, mast arms, illuminated street name signs, controller units, and related equipment and facilities.

s. Install, relocate, remove, or maintain/repair in-pavement inductance loops.

t. Install, relocate, or maintain/repair streetlights and accompanying street light circuits.

u. Install or replace landscape plantings and/or hardscape improvements.

v. Install new or maintain/repair damaged landscape irrigation system facilities.

w. Bikeways and multiuse paths: concrete, asphalt, natural, and granite

x. Dispose of removed materials including transportation to the City landfill or other designated disposal site.

y. All other transportation related construction or maintenance work that may arise during the term of the JOC.

All construction shall conform to the latest version of the:

a. Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG),

b. Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT),

c. Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), and the

d. Construction documents (plans and specifications) associated with each Job Order assignment.

A one-year warranty for all constructed and installed items of work shall be required by the Contract Documents. The warranty period commences on the date of Final Completion, unless otherwise provided for in the Contract.

Construction services also covered by the JOC will include, but are not limited to the following:

a. Preconstruction services,
b. Serve as the general contractor during construction,
c. Coordinate and manage subcontractors during construction,
d. Coordinate with various utilities,
e. Public meetings and notifications (when required),
f. Arrange for procurement of materials and equipment,
g. Schedule and manage site operations,
h. Continue use of a collaborative process,
i. Provide quality control testing and inspections,
j. Bond and insure the construction,
k. Comply with all federal, state and local permitting requirements,
l. Maintain a safe work site for all project participants,
m. Commissioning,
n. Prepare and turn over record drawings (when required),
o. Provide operations and maintenance manuals (when required).

Meeting Attendance

Attendance at City department and/or other project meetings is mandatory. Repeated instances of non-participation and/or lack of preparedness shall be grounds for non-renewal of the JOC Contract and/or termination of the current JOC or a specific Job Order.

Quality Assurance/Quality Control Program

Contractor shall submit, for City approval, a Quality Assurance/Quality Control Plan within ten (10) calendar days after issuance of the initial Job Order Purchase Order. This plan shall address all aspects of quality control including:

a. Responsibility for surveillance of the work,
b. Documentation,
c. Trend analysis,
d. Corrective action procedure, and
e. Interface with City Inspectors.

Utility Company Coordination

a. The Contractor will be responsible for coordinating with utility companies, and with any utility design work for permanent utility services to the project and will ensure that the work takes place in a timely manner and does not impact the overall project schedule.
b. Any utility design fees for permanent services to a project will be paid by the City.

Temporary Sanitation Facilities

a. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the work site. Toilet facilities shall be installed and maintained in conformance with all applicable state and local laws, codes, regulations, and ordinances. The facilities shall be properly lit, ventilated, and kept clean at all times.
b. Adequate and satisfactory drinking water shall be provided at all times, and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

Dust Control and Water for Construction Purposes

a. Dust control measures shall be in accordance with the requirements of the Pinal City Air Quality Control

District Code of Regulations. Water or other approved dust palliatives, in sufficient quantities, shall be applied during all phases of construction to prevent unnecessary discharge of dust and dirt into the air.

b. The Contractor shall be responsible for compliance with the air quality regulations.

c. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal City Air Quality Department, 31 N Pinal St, Building F, Florence, AZ 85132; phone 520-866-6929.

d. A Notice to Proceed will not be issued until the City has received a copy of the Contractor's Dust Control Permit and Plan.

e. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City.

f. Water application for dust control purposes shall conform to the provisions of Section 225 of the MAG Standard Specifications.

g. The cost of obtaining the water and for water application will be included in the negotiated contract price for the construction operations to which such watering is incidental or appurtenant thereto.

Work by the City

The City reserves the right to undertake or award Contracts for the performance of similar types of work contemplated herein, outside of the JOC, and such action by the City shall not be a breach or otherwise violate the contract in any way.

4. SUBMITTAL REQUIREMENTS

The SOQ may not exceed ten (10) single-sided pages that are 8½" x 11" in size.
The SOQ shall be prepared using a standard font with a minimum of 10 pt. font size.

The SOQ shall include a one-page cover letter. The cover letter is included in the 10-page count. The cover, letter plus a maximum of 9 additional pages, shall be prepared to address the SOQ evaluation criteria. Do not include a table of contents or separation tabs. A solicitation cover page can be included and will not count toward the ten (10) pages. Submittals should be stapled or plastic or metal spiral-bound or comb-bound only. Do not use 3-ring binders.

The following information is not included in the 10-page limit and should be attached as appendices:

a. Bonding capacity letter

b. Certificate of insurability

c. Workers' Compensation Experience Modification Rating (EMR)

d. Maximum 1-page resumes for each key team member

e. Subcontractor Management Plan Table

f. Required Forms (see REQUIRED THREE (3) FORMS APPENDIX).

The submittal package should include signed and completed copies of each of the forms contained in the APPENDIX - REQUIRED FORMS section. The required forms must be typed or in ink. Include an original ink signature by the person signing the submittal. Changes shall not be permitted after submittals have been opened except as otherwise provided under applicable law. The forms that are submitted complete and according to instructions shall receive 50 points in the evaluation process. Any attachments that are not received in a timely manner and/or are incomplete shall not receive these points.

Any portion of a submission exceeding the 10-page limit or any resumes exceeding the two (2) page limit shall not be reviewed by the evaluation committee.

Please provide an original plus one (1) copy (for a total of 2) and one (1) electronic file (on CD or USB) of the Statement of Qualifications to the City Clerk, City of Casa Grande, by: **2:00 pm on Tuesday, July 29, 2025.**

All submittals shall be delivered to:

City Clerk
City of Casa Grande City Hall
510 E Florence Blvd

Casa Grande, AZ 85122

The City reserves the right to accept or reject any or all Statements of Qualification.

The City of Casa Grande is an equal opportunity employer.

Submittals must be delivered in a sealed package bearing the submitter's name, project name, and SOQ due date. Packages must be delivered prior to the submittal deadline to the address listed above; any submittal package received after the deadline shall not be considered and will be discarded.

Pre-submittal Conference

No pre-submittal conference will be held for this solicitation.

Inquiries

Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be by email directed solely to the City of Casa Grande Project Manager. The submitter shall not contact or direct inquiries concerning this solicitation to any other employee. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Deputy City Manager, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. Questions must be submitted by **Thursday, July 17, 2025** by **2:00 p.m**.

The Project Manager/Contact Person for this Solicitation shall be:

Owen Mills, PE
Owen_Mills@casagrandeaz.gov

Advisory Notices

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified deadline
- Receipt of the number of copies specified
- Adherence to maximum page requirement

  Adherence to the maximum page criterion is critical; and each page side (maximum 8 ½" x 11) with any criteria information will be included in the total page count. Tabbed divider pages will counted towards the page count, if included.
- Delivery of submittal to the correct location
- Delivery in a sealed package clearly labeled with the submitter's name, project name, and SOQ due date
- This RSOQ will be listed on the City's web site
  https://casagrandeaz.gov/city-clerk/
- Providing a signed copy of addenda, if any, in response to this SOQ. It will be the interested firm's responsibility to check the website (see link below) for any updates, including addenda.

  https://casagrandeaz.gov/city-clerk/

5. STATEMENT OF QUALIFICATIONS CRITERIA

Contractors submitting a statement of qualifications shall have the demonstrated experience and knowledge of the JOC project delivery method.

The successful JOC Contractor(s) will have documented established working relationships with various qualified subcontractors. For each job order assignment, the Contractor shall provide a list of proposed subcontractors for the job order assignment and their approximate percent (%) involvement and subcontract amount ($) of the total job order amount. The City reserves the right to approve or disapprove the involvement of any subcontractor on the job order assignment.

Firms interested in providing JOC services shall submit an SOQ which will be evaluated according to the following criteria:

A. Contractor and Subcontractor General Information (150 points)

1. Provide a general description of the contractor firm and/or team that is proposing to provide the transportation construction, replacement, maintenance, and other related JOC services.
2. Explain the legal organization of the proposed firm and/or team, including the number of years in business.
3. Provide an organizational chart showing the qualifying contractor, and the contractor's key personnel, down to the superintendent level. If specific subcontractors/consultants will be utilized for work of a certain type, include subcontractors corresponding information.
4. Identify the location of the contractor's principal office and the local office, if different.
5. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes for either circumstance.
6. List the Arizona professional registrations and contractor licenses held by the Contractor's team and the key personnel who will be assigned to this project. Provide the contractor license number and explain if held by an individual or the firm. The contractor must hold the appropriate contractor's license (i.e., A, A-5, A-14, A-15, or other appropriate and applicable categories) from the Arizona Registrar of Contractors and must have a demonstrated ability to perform the work.
7. Provide a statement concerning the Contractor's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. This is to be an appendix to the SOQ and will not be counted in the 10-page limit. Each firm awarded a contract will be required to provide Contract Performance and Payment bonds for each job order.
8. Provide a statement relative to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the company's current A.M. Best Company online rating. This is to be an appendix to the SOQ and will not be counted in the 10-page limit. Each firm awarded a contract will be required to furnish a certificate(s) of insurance meeting the City's indemnification and minimum insurance requirements as outlined in Exhibit B of the Job Order Master Contract.

   Provide a letter from your insurance company stating the firm's Workers' Compensation Experience Modification Rating (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an authorized individual employed by the insurance company. This is to be an appendix to the SOQ and will not be counted in the 10-page limit.

B. Experience and Qualifications (200 points)

1. Identify current and previous JOC Master Contracts held in which the firm has provided JOC services. For each master contract, provide:

   a) Name of the agency or institution

   b) Length of the Contract

   c) Total Contract Value

   d) Number of Job Orders processed

   e) Number of Job Orders that had warranty issues

2. Identify at least three (3) construction projects in which the firm provided recent JOC services. The projects identified should clearly demonstrate the breadth of the firms experience and capabilities in managing self-performed work, multiple trade subcontractors, vendors, and suppliers.

   For each project identified, provide the following:

   a) Description of the project

   b) Current key personnel involved with the project

   c) Description of how the firm provided pre-construction, construction, and post-construction services and the benefits the firm provided to the project

d) Number of change orders and the reasons

e) Project Owner reference information, with at least two contracts with correct telephone numbers and/or email information per project.

C. Experience of Key Personnel expected to be assigned to this JOC (200 points)

1. For each key person identified, provide resumes (maximum of one (1) page) as an appendix to the SOQ. Include the length of time with the firm, total years of experience, and applicable degrees and certifications.

   List at least five (5) comparable projects in which the individual has played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide:

   - Description of project,
   - Role of the person,
   - Contract value,
   - Project owner reference information.

2. List any subcontractors, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have relevant and sufficient experience for JOC projects.

D. Approach to Performing the Required Services (400 points)

1. Describe the Contractor's project management approach to JOC projects.

   Include the firm's perspective and experience on collaboration, quality control, project scheduling, claims, dispute resolution, changes in the scope of work (control of scope-creep), and construction safety.

2. Describe systems used for planning, project engineering, scheduling, estimating, and managing the work. Include a description of the project management and scheduling software systems that the firm uses. Include a one (1) page flow chart of your job order process showing contractor and owner responsibilities. The flow chart is to be an appendix to the SOQ and will not be counted in the 10-page limit.

3. Describe the various types of reporting that your firm uses to keep your clients informed of project/task work status.

   Include two examples of typical reports in an appendix that will not be counted in the 10-page limit.

4. Provide your approach in offering design, engineering, maintenance, and/or operations services. Describe your experience with those services and indicate if in-house staff or subcontractors have provided the services.

5. Describe how you handle personnel assignments and requirements as the work varies in volume. Include in-house staffing requirements and subcontractor requirements.

6. Describe how you plan to manage material cost escalation and availability.

7. Provide your subcontractor management plan (as an appendix to the SOQ) including the qualification-based selection criteria you plan on implementing for this contract.

   Subcontractor selection plans may be based on qualifications alone, or on a combination of qualifications and price, but shall not be based upon price alone. Describe your plan for recruiting consultants and subcontractors, particularly in the local community.

   Provide a table including the following information as part of your subcontractor management plan.

   - Names, contact information, and locations of consultants and primary subcontractors from the local community you plan to use.
   - List the services/trade to be provided by each.
   - The subcontractors listed shall have experience providing job order services to your firm.

E. Forms (50 points)

The forms that are submitted complete and according to instructions shall receive 50 points in the evaluation process. Any attachments that are not received in a timely manner and/or are incomplete shall not receive these points.

Total SOI Points = 1000 pts.

6. SELECTION PROCESS

The successful firm(s) will be selected through a qualifications-based selection process. Interested firms are encouraged to submit a Statement of Qualifications (SOQ).

A Selection Panel will evaluate each SOQ according to the criteria set forth herein – See Section 5.

The City will select firms based on the SOQs received; no formal interviews will be conducted.

The City may conduct a due diligence review such as checking project references on the firm(s) receiving the highest evaluation scores.

By submitting an SOQ, the respondent certifies that he/she has reviewed the City of Casa Grande's standard contracts, including insurance requirements and, if selected, will execute the City's required contract without modification or exceptions. A sample agreement is available upon request.

If the City is unsuccessful in negotiating a JOC with the most-qualified firm(s), the City may then negotiate with the next most qualified firm until a JOC is executed, or until the City may decide to terminate the selection process. Once a JOC is executed with the successful firm(s), the procurement process is complete.

Firm(s) selected for this JOC will be notified directly by the City.

7. GENERAL INFORMATION

Compliance with Arizona Revised Statutes (ARS). Procurement of Job Order Contracting Services by a municipality within the State of Arizona is governed by ARS Title 34. By submitting an SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

Instructions. The City of Casa Grande shall not be held responsible for any oral instructions by any party. Any changes to this Request for Statement of Qualifications will be in the form of an addendum, which will be posted on the City's web site.

Changes to Request for Qualifications. Any changes to this Request for Statement of Qualifications (RSOQ) will be in the form of an Addendum. The City of Casa Grande shall not be held responsible for any oral instructions. It shall be the responsibility of the RSOQ holder to determine, prior to the submittal of the Statement of Qualifications, if an Addendum has been issued. RSOQ holders may refer to the web page or call the City Finance Director to ascertain if a Notification has been issued for this project.

City of Casa Grande Rights. The City reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQ received. No binding contract will exist between the submitter and the City until the City executes a written contract. Any contract executed will be between the Contractor and the City.

The City reserves the right to negotiate services for any or all of the tasks listed herein, or others deemed necessary, for successful completion of the project. The City also reserves the right to engage the services of other firms as may be required by the City for successful completion of the project.

The City reserves the right to request substitution of subcontractors or to request the addition of specialty subcontractors.

The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer herein waves any right to object now, or at any future time, before anybody or agency, including but not limited to, the City of Casa Grande City Council or any court.

Protest Policy and Procedure: Any bid protests shall be submitted in writing to the City Finance Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, the City's Project Manager, and/or others, the City will respond to the protest. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

No other protest is authorized. By submitting an RSOQ response, each applicant and every member of their team identified in the RSOQ response agrees to the terms of this policy.

Good Standing - Any JOC Contractor that currently contracts with the City must be in good standing for its Statement of Qualifications (SOQ) to be considered responsive. For the purpose of the RSOQ, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

Cooperative Use of Contract: This contract shall be for the permissive use by the City of Casa Grande. The contract awarded through this procurement process may be extended for use by other governmental agencies and political subdivisions of the State of Arizona. Any such usage by other entities must be in accord with the prices, terms and conditions of the City of Casa Grande Contract and with the ordinances, charter, rules and regulations of the entity using this Contract. Job orders placed by other agencies, and payment thereof, will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

Questions: Questions pertaining to the selection process or contract issues should be directed to the City Clerk's Office, (520) 421-8600, cityclerk@casagrandeaz.gov, City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

APPENDIX - REQUIRED FORMS

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish services in compliance with all terms, conditions, specifications, and amendments in the Solicitation. Signature also certifies understanding and compliance with the City of Casa Grande's Sample Contract terms and conditions.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL for CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE AND TITLE:

_____
/s/

_____
Name

_____
Title

NON-COLLUSION AFFIDAVIT

State of _____)
)ss
County of _____)

_____, affiant,
(Name)

The _____

Of _____
(Title)

_____
(Consultant/Bidder)

who is the person or other entity that makes the accompanying Submittal, having first been duly sworn, deposes and says:

That such Submittal is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named, and that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a sham bid, or any other person, firm, company or corporation to refrain from making a submittal, and that the Submitter has not in any manner sought by collusion to secure for itself an advantage over any other Submitter.

_____
(NAME)

_____
(TITLE)

_____
(NAME OF BUISNESS)

Subscribed and sworn to before me _____
This __ day of _____, 2025

_____
(NOTORY PUBLIC)

My Commission Expires: _____

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), being duly authorized to do so, do hereby consent and authorize all those companies and government entities listed in my Submittal to the City of Casa Grande, and any other government entity for whom this company has performed pre-construction and/or construction services, to disclose and release to the City of Casa Grande, or its representatives, information, records, and opinions concerning this company's performance. The purpose of this disclosure is to provide references and background material to the City of Casa Grande. This company hereby waives any claim it may have against the City of Casa Grande or any company or entity providing information to the City of Casa Grande by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization shall be effective for one year, and a copy of this authorization shall be as valid and effective as the original.

Dated: _____, 2024

By: _____
/s/

Name:_____

Title:_____

Contract No. _____

Job Order Contract
for

_____

Public Works Department
City of Casa Grande

Clifton Sanders
Chief Wastewater Treatment Plant Operator
520-421-8625

_____

_____
_____

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(Revised September 2023)

THIS CONTRACT made and entered into by and between the **City of Casa Grande,** a Municipal Corporation (the "City") and _____ (the "Contractor").

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, the Special Provisions, the Project's Scope of Work, the Bidder's Proposal, the Notice Inviting Bids, the A.R.S §35-393 and 35-393.01 Certification Form, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

SECTION 3. This initial term of this contract shall be for one year starting on July 1, 2022 and ending on June 30, 2023. The term of this contract may be extended, at the sole discretion of the City, for up to three (3) additional one (1) year extensions. The contractor agrees to provide services to the City for the performance of the City of Casa Grande Manhole Rehabilitation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

The City will pay the Contractor an amount not to exceed $500,000.00 for a base contract, subject to change of materials and work orders. For each extension year, the City will pay the Contractor an amount not to exceed the yearly budgeted amount for this Project. The Contractor agrees to receive and accept the prices set forth in the Bid Proposal/Schedule as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

a. Job Orders may be issued at any time during the term of this contract. The City does not guarantee Contractor any minimum amount of work during the term of this Contract.
b. Prior to any Job Order being issued, the parties will agree upon the scope of work for the job order. The pricing for any Job Order issued during the term of this Agreement shall be in compliance with Exhibit A, which is attached hereto and incorporated herein.
c. The City will not pay any claim submitted to the City by the Contractor unless the claim is **SUBMITTED IN WRITING** to the City and **APPROVED BY THE CITY IN WRITING BEFORE** any such work is started.
d. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Bid Schedule unless **SUBMITTED IN WRITING** to the City and **AGREED TO IN WRITING** by the City **IN ADVANCE**.
e. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor **SHALL NOT MOVE FORWARD** with any additional work until that work is **APPROVED IN WRITING** by the City's Project Manager.
f. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work **CAUSED BY** Contractor.
g. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City's Project Manager under them.
h. Any additional charges incurred without **WRITTEN CONSENT** of the City shall be considered incidental costs to the Contract with **NO COST** to the City.

SECTION 4. TIME IS OF THE ESSENCE for this Contract. The Contractor agrees to commence work pursuant to this Contract within **120 calendar days** after the date of authorization specified in the Notice to Proceed and to diligently prosecute the same, day to day, to completion within **180 calendar days** after the date provided except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor.

When a contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work **will** be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City's only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contactor for this Contract is not timely completed, unless this failure is due to any conditions in Section 6 below, the Contractor will be deemed to be in breach pursuant to Section 9 below.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to **IN WRITING BY BOTH PARTIES.**

SECTION 7 The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature arising out of the Contractor's negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, arising or alleged to have arisen out of the work performed, except any injury or damages arising out of the sole negligence of the City, its officers, agents or employees. The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this section. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

8.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

8.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less

than:

· $1,000,000 for each occurrence of bodily injury and property damage; and
· $1,000,000 for personal injury.

8.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

8.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

8.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 8.1.2 and 8.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

8.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

8.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

8.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

8.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

8.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers, and directors, to recover all or part of any loss or damage insured or insurable

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by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

8.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable quality;

B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;

C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When

served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in accordance with the SPECIAL PROVISIONS.

SECTION 13. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

SECTION 14. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the Steve Hardesty, Community Services Director, or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by _____, or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

SECTION 19. **T**he Contractor shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier's check in equivalent of the full Performance Bond and Payment Bond in full force and effect through said period. The cashier's check shall serve the same purposes and fully cover the requirements of a

Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of the City of Casa Grande Contract No. _____.

SECTION 21. This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

SECTION 22. DISPUTES

22.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

22.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. The ten percent (10%) retention will be discharged in accordance with the Standard Specifications.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor my be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

SECTION 25. Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

SECTION 26. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 27. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 28. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Prime Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).

2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF

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SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor "satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work".

SECTION 29. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 30. Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

SECTION 31. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 32. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

SECTION 33. In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

SECTION 34. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 37, 38, and 39 as well as the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

SECTION 38. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that is has signed the A.R.S §35-393 and 35-393.01 Certification Form, which is attached hereto and incorporated herein, to that effect.

SECTION 39. Contractor acknowledges and agrees, through the signed ARS §35-394 Certification Form attached hereto and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If, during the term of this contract, Contractor becomes aware it is not in compliance with the signed ARS §35-394 Certification Form, Contractor shall notify City within five business days after becoming aware of the noncompliance. If Contractor does not provide City with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

SECTION 40. Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

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SECTION 41. THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.

Dated this the ___ day of _____, 2022.

City of Casa Grande, an Arizona municipal corporation

By:_____
Larry D. Rains,
City Manager

_____., a _____

By: _____
Name: _____
Title: _____

Attest:

_____
Gloria Leija, MMC, City Clerk CMC/AAE

Approved as to form:

_____
Brett D. Wallace, City Attorney

SIGNING INSTRUCTION TO THE CONTRACTOR:

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

CORPORATE ACKNOWLEDGEMENT(S)

State of _____)
) ss
County of _____)

_____
Acknowledgment

On this _____ day of _____, 2022, _____ personally appeared before the undersigned and acknowledged him/herself to be the _____ of _____, and being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No._____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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_____
Notary Public

My commission expires: _____

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A.R.S §35-393 and 35-393.01 CERTIFICATION FORM

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. ”Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. ”Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____	_____
Company Name	Signature of Person Authorized to Sign
_____	_____
Company Street Address	Printed Name of Signatory
_____	_____
City, State, Zip	Title of Signatory

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A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.

2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Contractor acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____	_____
Company Name	Signature of Person Authorized to Sign
_____	_____
Company Street Address	Printed Name of Signatory
_____	_____
City, State, Zip	Title of Signatory

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PERFORMANCE BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NO. _____

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

WHEREAS, said Contractor is required to furnish a bond in connection with Contract guaranteeing performance and this bond shall remain in full force and effect through the warranty and guarantee period of the Contract.

NOW THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City of Casa Grande in the sum of Five Hundred Thousand (Dollars) ($500,000.00), to be paid to the City or its attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,
The above Contractor, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration made as provided, on his/her or their part to be kept and performed at the time and in the manner specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Casa Grande, its officers, employees and agents, as therein stipulated. It shall be and remain in full force and virtue until such time the project is completed then this obligation shall become null and void. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in the suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of, _____20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

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PAYMENT BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, hereinafter designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NO:_____

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

WHEREAS, Contractor is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Casa Grande in the sum of Five Hundred Thousand Dollars, ($500,000.00) for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

If Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any claimant, or any amounts required to be deducted, withheld, and paid over to the Tax Board from the wages of employees of the Contractor and his/her subcontractors, pursuant to the Revenue and Taxation Code, with respect to work and labor, that the Surety or Sureties will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in the suit, including reasonable attorneys' fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of_____ _____, 20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The Attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES

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The undersigned Surety (the "Surety"), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor _____ _____(the "Contractor") in connection with **Project No.** _____ City of Casa Grande Manhole Rehabilitation Program (the "Project") consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20_____.

SURETY

_____

_____
Authorized Representative

_____
Title

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, on behalf of _____.

_____
Notary Public

My Commission Expires: _____

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CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

Project No.: _____

Project Name: City of Casa Grande Manhole Rehabilitation Program

To the City of Casa Grande, Arizona:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above contract project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

_____
Contractor

By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

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ATTACHMENT 1
DEFINITION OF TERMS

Addendum	Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.
Bid	The offer of the bidder, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.
Bidder's Proposal:	The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
Bidders Bond	The security furnished with a bid to guarantee that the bidder shall enter into the contract if the bid is accepted.
Change Order	A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.
Contract	The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.
Liquidated Damages	The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.
Notice Inviting Bids	The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.
Payment Bond	The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.
Performance Bond	The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.
Project Manager	The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract.
Project Plans	Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.
Reference Specifications	Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions	Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including

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amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate

Waterworks Standards The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

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CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.E.
Date: 6/22/2026

Date submitted: 06/11/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Request for City Council approval of Case No.: PPE2023-004-E2, a one-year time extension for eight (8) preliminary plats (Units 1, 2, 5, 8, 25, 26, 27, and 28) totaling 1,326 residential lots submitted by B&R Engineering on behalf of Sun Lakes-Casa Grande Development, LLC.**

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:
Staff recommends that the City Council approve the request by B&R Engineering, Inc., on behalf of Sun Lakes-Casa Grande Development, LLC, for Preliminary Plat extensions of time for Robson Ranch Units 1, 2, 5, 8, 25, 26, 27, and 28 for an additional two years (as the existing extension time will end on August 26, 2026) subject to the original stipulations of preliminary plat approval, which are as follows:

1. That the Preliminary Plats for Robson Ranch Units 1, 2, 5, 8, 25, 26, 27, and 28 be extended for a period of two-years, with an expiration of August 26, 2028;
2. That all development of the property shall comply with the approved pre-annexation and development agreement by and between Sun Lakes-Casa Grande Development, LLC and the City of Eloy; and,
3. That all previously approved stipulations related to the original Preliminary Plat approvals shall remain in effect.

DISCUSSION:
The Preliminary Plat for Sun Lakes-Casa Grande – Units one through eight were originally approved by Pinal County prior to their annexation into the City of Eloy. Units 3, 4, 6, and 7 received final plat approval in April 2005. These plats accounted for 589 single-family residential lots, most of which have been constructed within the Robson Ranch community. Units 1, 2, 5, and 8 continue to maintain their preliminary plat approval status and have received eight (8), two (2) year extensions. The last extension was granted by the Mayor and Council on August 26, 2024, and is scheduled to expire on August 26, 2026. It should be noted that the Eloy City Code, Section 15-3-5.D.4. limits a City Council extension to one year, although the City Council has historically approved two-year extensions for these preliminary plats.

The Preliminary Plats for Robson Ranch Unit 24, 25, & 26 were originally approved by

the City of Eloy in 2006. The Council has granted a total of seven (7) time extensions for these preliminary plats. The last extension was granted by the Mayor and Council on August 26, 2024, and is scheduled to expire on August 26, 2026.

The Preliminary Plats for Robson Ranch Units 27 & 28 were originally approved by the City of Eloy in 2006. The last extension was granted by the Mayor and Council on August 26, 2024, and is scheduled to expire on August 26, 2026. A portion of the Preliminary Plat of Unit 27A received Final Plat approval by the Eloy City Council on December 10, 2007 and has been recorded.

Due to current housing market conditions, Robson Ranch has developed in various portions over the past two (2) years. The extended timeframe is the basis for the developer's request for extensions of time for their preliminary plat approvals. The total number of lots in the eight units requested is 1,326.

Robson Ranch is one of the master-planned developments in the Eloy area, and the developer has made a significant investment in planning, engineering, and infrastructure. The community has been identified in "Where to Retire" as one of the 50 best master-planned communities in the United States.

Preliminary Plat	Premier Lots	Casita Lots	Traditional Series Lots	Luxury Premier Series Lots	# of Lots being requested for a two (2) year extension
Sun Lakes Casa Grande Unit One (1)	180				180
Sun Lakes-Casa Grande Unit Two (2)		61			61
Sun Lakes-Casa Grande Unit Five (5)	64				64
Sun Lakes-Casa Grande Unit Eight (8)	83				83
Robson Ranch Arizona Unit Twenty-Five (25)			357		357
Robson Ranch Arizona Unit Twenty-Six (26)				49	49
Robson Ranch Arizona Unit Twenty-Seven (27)*			300		300
Robson Ranch Arizona Unit Twenty-Eight (28)			232		232
Total	**327**	**61**	**889**	**49**	**1,326**

** Robson Ranch-Arizona Unit Twenty-Seven (27) proposes a total of 300 lots, less the approved Final Plat for Unit 27A -approved for 52 lots.*

FISCAL IMPACT:

There is no fiscal impact to approving an extension of time of the existing preliminary plats for an additional eighteen (18) months for Robson Ranch Units: 1, 2, 5, 8, 25, 26, 27 and 28.

The City of Eloy entered into a pre-annexation and development agreement with the developer that provided construction sales tax rebate incentives, and allowed the developer to provide its own utility services to residents. Since Robson Ranch is a gated community, the streets are privately owned and maintained, as well as all landscape tracts and community amenities. The City, Waste Management (WM) provides solid waste collection and disposal services. The City also provides police protection to residents in the Robson Ranch community.

Approved as to Form:



Stephen R. Cooper, City Attorney

B&R ENGINEERING, INC.
CIVIL ENGINEERING • LAND DEVELOPMENT
9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

May 14, 2026

Dan Symer, AICP
Community Development Director
City of Eloy
595 N. C Street
Eloy, Arizona 85131

RE: Robson Ranch Arizona - Units 27 & 28 (Case No. PP 06-70, PPA 09-02)
Sun Lakes Casa Grande – Units 1, 2, 5, & 8 (Case No. PPE 09-47)
Robson Ranch Arizona - Units 25 & 26 (Case No. PPE 09-46)
Extension request for Preliminary Plat approvals

Mr. Dan Symer, AICP:

The Preliminary Plats for Robson Ranch Arizona - Units 1, 2, 5, 8, 25, 26, 27, and 28 received Preliminary Plat extensions by the Eloy City Council on August 26, 2024 and are scheduled to expire on August 26, 2026. Due to current market conditions we are respectfully request an extension of two years for the remainder of the above mentioned Preliminary Plats.

Included in this submittal:

1) Preliminary Plat extension request letter
2) One (1) copy of the "Eloy City Council Extension Approval" from March 2, 2023
3) One (1) copy of the "approved" Preliminary Plat for Sun Lakes Units 1, 2, 5, & 8
4) One (1) copy of the "approved" Preliminary Plat for Robson Ranch Unit 25
5) One (1) copy of the "approved" Preliminary Plat for Robson Ranch Unit 26
6) One (1) copy of the "approved" Preliminary Plat for Robson Ranch Units 27 & 28

If you have any questions or require any additional information, please don't hesitate to call me at (480)-883-2121.

Sincerely,

Jeffrey L. Uhrick, P.E.
Principal Engineer

B&R ENGINEERING, INC.
CIVIL ENGINEERING • LAND DEVELOPMENT
9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

May 14, 2026

Dan Symer, AICP
Community Development Director
City of Eloy
595 N. C Street
Eloy, Arizona 85131

RE: Sun Lakes Casa Grande – Units 1, 2, 5, & 8 (Case No. PPE 09-47)
Robson Ranch Arizona - Units 25 & 26 (Case No. PPE 09-46)
Robson Ranch Arizona - Units 27 & 28 (Case No. PP 06-70, PPA 09-02)
Extension request for Preliminary Plat approvals

Mr. Dan Symer, AICP:

The Preliminary Plats for Sun Lakes Casa Grande – Units one through eight were originally approved through Pinal County prior to the annexation into the City of Eloy. Within the approved Preliminary Plats for Units one through eight, Units 3, 4, 6, and 7 have had Final Plat approval on April, 2005 and homes have been built. Units 1, 2, 5, and 8 are still at the approved Preliminary Plat stage. An extension was granted by the Eloy City Council on August 26, 2024 and is scheduled to expire on August 26, 2026. Portions of this Preliminary Plat (Units 1A, 1B, & 5) have received Final Plat approval by the Eloy City Council and have been recorded.

Robson Ranch Arizona - Units 24, 25 & 26 received Preliminary Plat approvals through the City of Eloy in 2006. An extension for the Preliminary Plats was also granted for these units by the Eloy City Council on August 26, 2024 and is scheduled to expire on August 26, 2026. Unit 24 received Final Plat approval by the Eloy City Council on June 13, 2011 and has been recorded. Unit 25A received Final Plat approval by the Eloy City Council on August 22, 2022 and has been recorded.

The Preliminary Plats for Robson Ranch Arizona - Units 27 & 28 received Preliminary Plat approvals through the City of Eloy in 2006. An extension for the Preliminary Plats was granted for these units by the Eloy City Council on August 26, 2024 and is scheduled to expire on August 26, 2026. A portion of this Preliminary Plat (Unit 27A) received Final Plat approval by the Eloy City Council on December 10, 2007 and has been recorded.

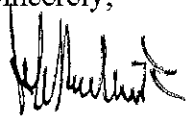
No new Final Plats have been recorded within Robson Ranch Arizona since the previous extension was approved on August 26, 2024. Due to current market conditions, this letter is to respectfully

request an extension of two years for the above mentioned Preliminary Plats. We expect that with this extension we will be able to continue to process the Final Plats to recordation.

We would appreciate a letter confirming that the extension for Units one, two, eight, twenty-five, twenty-six, twenty-seven, and twenty-eight has been granted and please include the date the extension will expire. Copies of the Preliminary Plats that we have on file for these units have been included for your reference.

If you have any questions or require any additional information, please don't hesitate to call me at (480)-883-2121.

Sincerely,



Jeffrey L. Uhrick, P.E.
Principal Engineer

SUN LAKES - CASA GRANDE

A PLANNED AREA DEVELOPMENT (P.A.D.)

CONSISTING OF SEVEN SHEETS

PRELIMINARY PLAT OF UNITS ONE, TWO, FIVE AND EIGHT

BEING PORTIONS OF SECTION 8 AND 17, TOWNSHIP 7 SOUTH, RANGE 7 EAST G&SRM PINAL COUNTY, ARIZONA

GENERAL NOTES

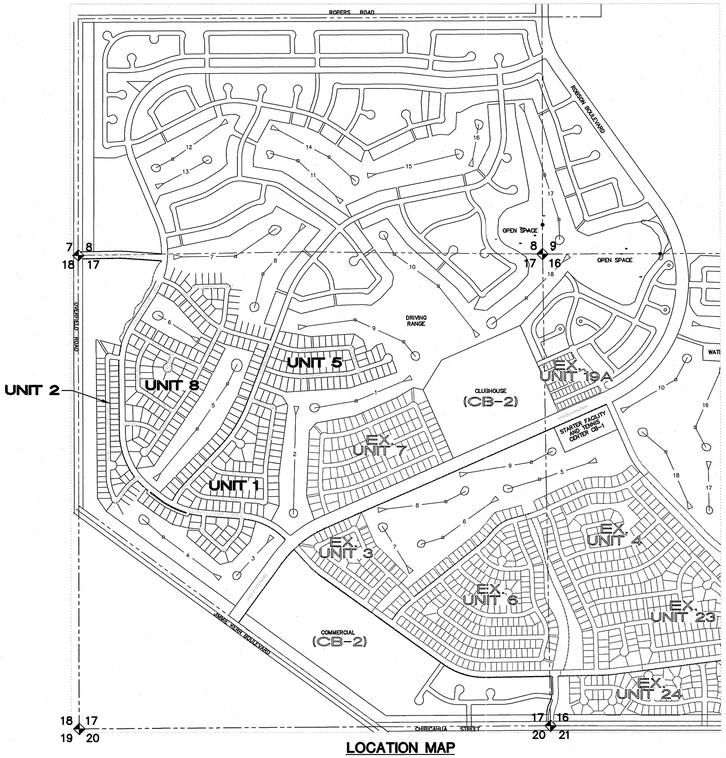
1. THE BASIS OF BEARINGS FOR THIS PROJECT IS S89°53'25"W ALONG THE NORTH LINE OF THE NW QUARTER OF SECTION 16. THIS LINE IS LISTED ON THE GENERAL LAND OFFICE SURVEY PLAT AS S89°52"W.
2. EXISTING ZONING: P.A.D.
3. TOTAL MILES OF PRIVATE STREETS IN THIS SUBMITTAL = 13.25±
   TOTAL MILES OF PUBLIC STREETS IN THIS SUBMITTAL = 1.08±
4. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS DEVELOPMENT.
5. SUN LAKES-CASA GRANDE DEVELOPMENT L.L.C. WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE OF ALL PRIVATE COMMONLY OWNED ELEMENTS, INCLUDING LANDSCAPING, OPEN SPACE AREAS AND STREETS, UNTIL SUCH TIME AS THE RESPONSIBILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.
6. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THIS DEVELOPMENT WILL BE AT THE DEVELOPER'S EXPENSE.
7. PRIVATE SEWERS:
   ONSITE SANITARY SEWERS WILL BE CONSTRUCTED BY DEVELOPER AND OWNED/MAINTAINED BY PICACHO SEWER COMPANY.
8. DROUGHT-TOLERANT, DESERT VEGETATION SHALL BE UTILIZED FOR LANDSCAPING IN MEDIANS, OPEN SPACES, AND IN PUBLIC STREET RIGHTS-OF-WAY.
9. "PRIVATE STREETS (SHOWN AS COMMON AREA "A") ARE RESERVED FOR THE USE, BENEFIT AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS DEVELOPMENT THEIR GUESTS AND INVITEES, AND FOR INGRESS AND EGRESS OF FIRE, EMERGENCY, REFUSE COLLECTION, AND GOVERNMENTAL VEHICLES".
10. "NON-EXCLUSIVE" EASEMENTS WILL BE GRANTED TO UTILITY COMPANIES, FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES OVER ALL PRIVATE STREETS SHOWN AS COMMON AREA "A" AND FOUR (4) FEET ALONG ALL PRIVATE STREETS AS A CONDITION TO GRANTING SAID EASEMENTS, THE UTILITY COMPANIES SHALL INFORM THE GRANTOR, DEVELOPER AND/OR THE GOVERNING BODY THAT CONTROLS MAINTENANCE OF SAID COMMON AREAS BEFORE ANY NON-EMERGENCY REPAIRS ARE MADE".
11. THERE ARE NO EXISTING BUILDINGS, WALLS, TANKS, WATER WELLS, LAKES, IRRIGATION CANALS OR DITCHES, OR MAJOR WASHES WITHIN SUN LAKES-CASA GRANDE DEVELOPMENT UNLESS OTHERWISE INDICATED HEREON.
12. THE GOLF COURSE AND PRO SHOP SHALL BE OWNED AND MAINTAINED BY SUN LAKES-CASA GRANDE DEVELOPMENT L.L.C..

SUBDIVISION UNIT	MULTI-FAMILY (15 D.U.A.)	PREMIERE LOTS	CASITA LOTS	AREA PRIVATE STREETS	AREA OF DRAINAGE, OPEN SPACES, AND UTILITY EASEMENT	GROSS AREA
UNIT ONE	---	180	---	32.17	185.58	319.45
UNIT TWO	---	---	61	6.57	22.49	40.75
UNIT FIVE	---	64	---	3.07	0.12	17.44
UNIT EIGHT	---	83	---	4.67	0.19	25.70
TOTAL THIS SUBMITTAL	0	327	61	46.48	208.38	403.34

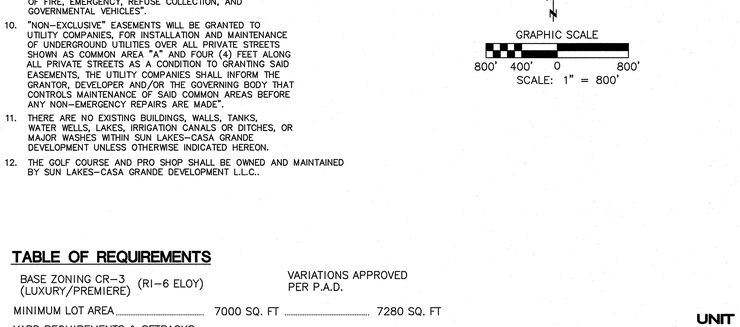
* SITE PLAN FOR MULTI FAMILY WILL BE SUBMITTED AT A LATER DATE.

N

GRAPHIC SCALE
800' 400' 0 800'
SCALE: 1" = 800'



LOCATION MAP
1" = 800'



CASITA SERIES

TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS SHOWN OTHERWISE)

SCALE: 1"=40'

LUXURY/PREMIERE SERIES

TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS SHOWN OTHERWISE)

SCALE: 1"=40'

TABLE OF REQUIREMENTS

BASE ZONING CR-3 (RI-6 ELOY) (LUXURY/PREMIERE)		VARIATIONS APPROVED PER P.A.D.
MINIMUM LOT AREA	7000 SQ. FT	7280 SQ. FT
YARD REQUIREMENTS & SETBACKS		
FRONT	20 FT	10.0 FT
REAR	25 FT	10.0 FT
SIDE	8 FT	5 FT (7' BETWEEN BLDG EAVES)
STREET SIDE (CORNER LOT)	10 FT	10 FT
MINIMUM LOT WIDTH AT SETBACK	60 FT	65 FT
MAXIMUM BUILD HEIGHT (2 STORY)	30.0 FT	30 FT
PARKING SPACE	1 PER UNIT	2 PER UNIT

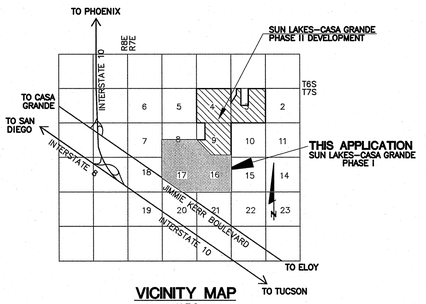
BASE ZONING CR-3 REDUCED (RI-6 ELOY) (CASITA SERIES)		VARIATIONS APPROVED PER P.A.D.
MINIMUM LOT AREA	5000 SQ. FT	4950 SQ. FT
YARD REQUIREMENTS & SETBACKS		
FRONT	20 FT	10 FT
REAR	25 FT	10 FT
SIDE	8 FT	5 FT (7' BETWEEN BLDG EAVES)
STREET SIDE (CORNER LOT)	10 FT	10 FT
MINIMUM LOT WIDTH AT SETBACK	50 FT	55 FT
MAXIMUM BUILD HEIGHT (2 STORY)	30 FT	30 FT
PARKING SPACE	1 PER UNIT	2 PER UNIT

NOTE:

BUILDING SETBACK LINES ARE MEASURED FROM THE BUILDING WALL. BUILDING EAVES, FIRE PLACES, BAY WINDOWS, AND ARCHITECTURAL FEATURES MAY EXTEND UP TO 2 FEET INTO BUILDING SETBACK LINES.

TYPICAL PUBLIC UTILITY EASEMENTS & MINIMUM BUILDING SETBACK LINES

P.U.E. – INDICATES PUBLIC UTILITY EASEMENT
B.S.L. – INDICATES MIN. BUILDING SETBACK LINE



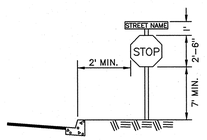
VICINITY MAP
N.T.S.

UTILITIES AND SERVICES

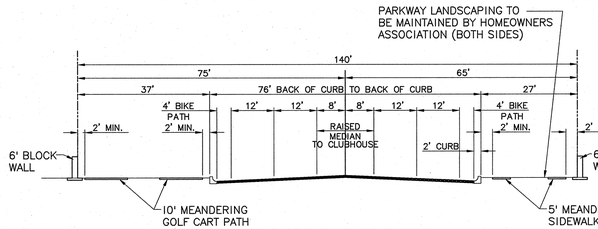
GAS (IF AVAILABLE)	SOUTHWEST GAS COMPANY
ELECTRICITY	ARIZONA PUBLIC SERVICE
WATER	PICACHO WATER COMPANY
SEWER	PICACHO SEWER COMPANY
TELEPHONE	QWEST COMMUNICATIONS
POLICE	PINAL COUNTY SHERIFF'S DEPARTMENT,
FIRE	GRANDE BUTTES FIRE DISTRICS/ELOY FIRE DISTRICT
AMBULANCE	SOUTHWEST AMBULANCE
SCHOOLS	N/A. THIS IS AN ADULT COMMUNITY
SOLID WASTE	PRIVATE CONTRACT/KIMS TRASH SERVICE

PROPOSED ROADWAY WIDTHS

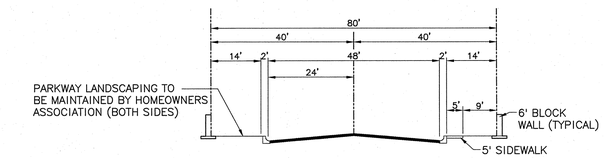
DESIGNATION	PROPOSED R.O.W. WIDTH	PROPOSED PVMT. WIDTH
LOCAL RESIDENTIAL	50'	28'
LOCAL COLLECTOR (SIDEWALK ONE SIDE)	60'	28'
LOCAL COLLECTOR (SIDEWALK ONE SIDE)	70'	36'
ENTRY ROAD	80'	48'
COLLECTOR	140'	72'



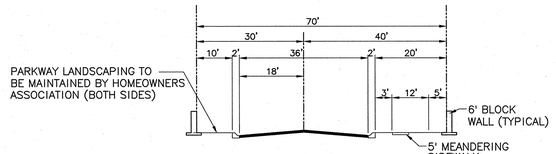
TYPICAL DIMENSIONS



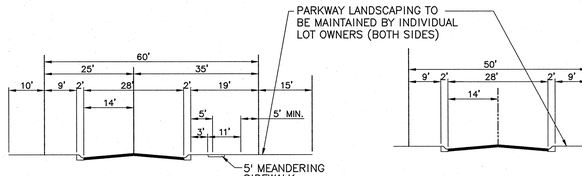
ROBSON BOULEVARD
TYPICAL PRIVATE COLLECTOR
(140' R.O.W. WITH SIDEWALK ON ONE SIDE AND CART PATH ON THE OTHER SIDE)



TYPICAL 80' PRIVATE ENTRY WAY
(SIDEWALK ONE SIDE)

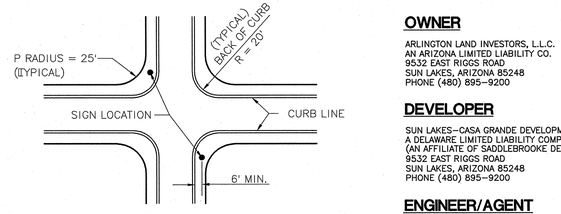


TYPICAL 70' PRIVATE LOCAL COLLECTOR ROADWAY
(SIDEWALK ONE SIDE)



TYPICAL 60' PRIVATE LOCAL ROADWAY
(SIDEWALK ONE SIDE)
FRONT SETBACK WILL ALLOW MINIMUM OF 19' DRIVEWAY FROM BACK OF CURB OR BACK OF WALK

TYPICAL 50' PRIVATE LOCAL ROADWAY
(NO SIDEWALK)



SIGNAGE DETAILS
(SHOWN ON SHEET 2)

OWNER

ARLINGTON LAND INVESTORS, L.L.C.
AN ARIZONA LIMITED LIABILITY CO.
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

DEVELOPER

SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
(AN AFFILIATE OF SADDLEBROOKE DEVELOPMENT CO.)
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

ENGINEER/AGENT

B&R ENGINEERING, INC.
9666 E. RIGGS ROAD SUITE 141
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0799

BY	DESCRIPTION	DATE
KAM	ADDED GOLF COURSE AND REVISED BOUNDARIES	3-6-02
SRM	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	4-24-02
KAM	07/31/2003 02:00:33 PM \MST	
APPROVED	© 2002 B & R ENGINEERING	

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SUN LAKES - CASA GRANDE
PRELIMINARY PLAT FOR
UNITS ONE, TWO, FIVE AND EIGHT

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING ● LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

Registered Land Surveyor
52743
MARK A. MALONEY
Date Signed 9-27-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 815001

DATE SEPTEMBER, 2013

SHEET 1 OF 7

UNIT FIVE (PREMIERE SERIES) LAND USE TABLE:

GROSS AREA UNIT FIVE	17.44 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	3.07 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" & "C")	0.12 AC.
TOTAL NET ACRES (GROSS LESS TRACT "B" & "C")	17.32 AC.
TOTAL NO. DWELLING UNITS PROPOSED	64

SEE SHEET 6 FOR ENTIRE TRACT SUMMARY AND LAND USE TABLE

UNIT TWO (CASITA SERIES) LAND USE TABLE:

GROSS AREA UNIT TWO	40.75 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	6.57 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACT "B")	22.49 AC.
TOTAL AREA OF ROADWAY DEDICATION (TRACT "C")	1.16 AC.
TOTAL NET ACRES (GROSS LESS TRACTS "B" AND "C")	17.10 AC.
TOTAL NO. DWELLING UNITS PROPOSED	61

SEE SHEET 6 FOR ENTIRE TRACT SUMMARY AND LAND USE TABLE

UNIT EIGHT (PREMIERE SERIES) LAND USE TABLE:

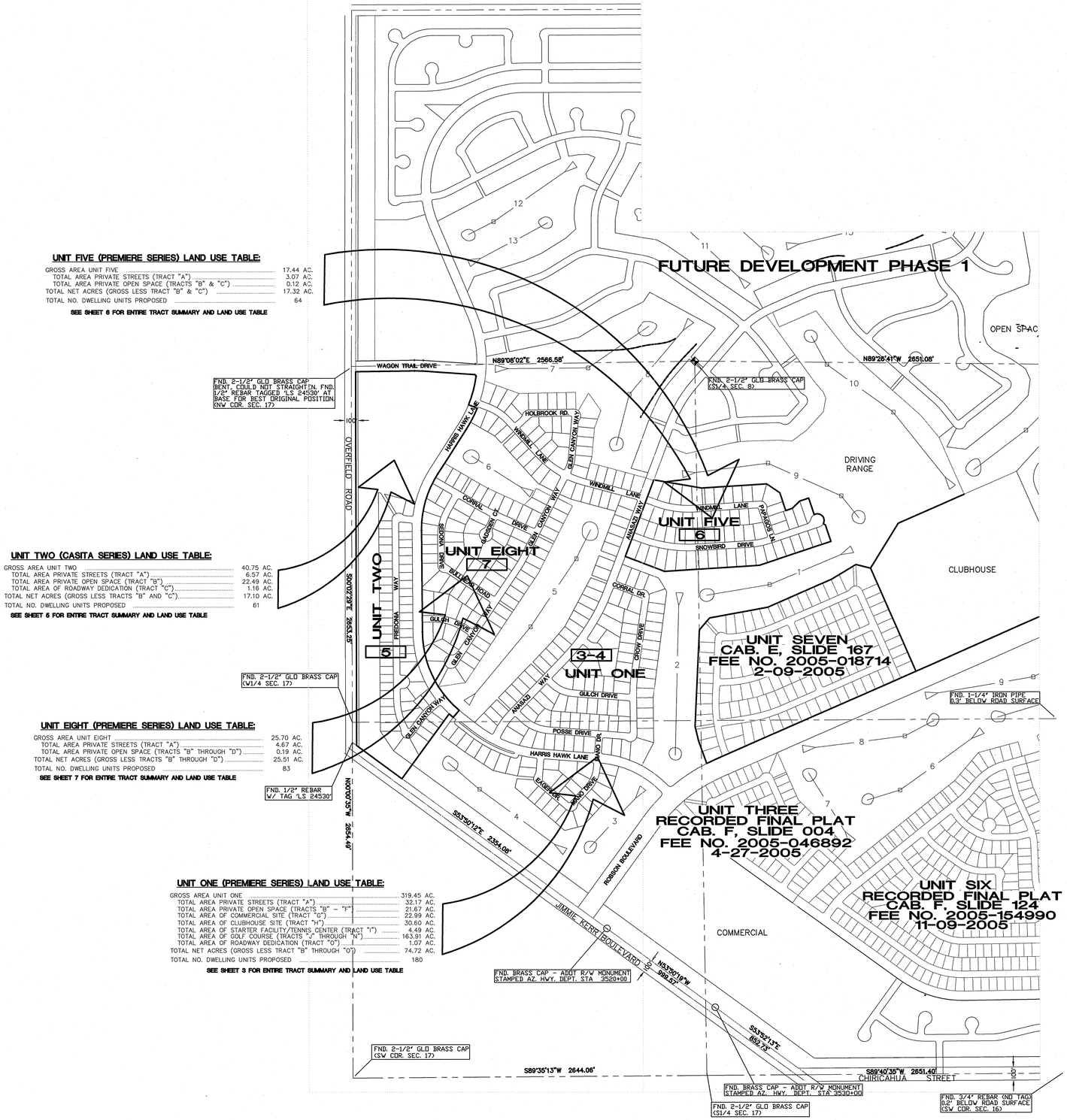
GROSS AREA UNIT EIGHT	25.70 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	4.67 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" THROUGH "D")	0.19 AC.
TOTAL NET ACRES (GROSS LESS TRACTS "B" THROUGH "D")	25.51 AC.
TOTAL NO. DWELLING UNITS PROPOSED	83

SEE SHEET 7 FOR ENTIRE TRACT SUMMARY AND LAND USE TABLE

UNIT ONE (PREMIERE SERIES) LAND USE TABLE:

GROSS AREA UNIT ONE	319.45 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	32.17 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" – "I")	21.67 AC.
TOTAL AREA OF COMMERCIAL SITE (TRACT "C")	22.99 AC.
TOTAL AREA OF CLUBHOUSE SITE (TRACT "H")	30.60 AC.
TOTAL AREA OF STARTER FACILITY/TENNIS CENTER (TRACT "I")	4.49 AC.
TOTAL AREA OF GOLF COURSE (TRACTS "J" THROUGH "N")	163.91 AC.
TOTAL AREA OF ROADWAY DEDICATION (TRACT "O")	1.07 AC.
TOTAL NET ACRES (GROSS LESS TRACT "B" THROUGH "O")	74.72 AC.
TOTAL NO. DWELLING UNITS PROPOSED	180

SEE SHEET 3 FOR ENTIRE TRACT SUMMARY AND LAND USE TABLE



GRAPHIC SCALE
400 200 0 400
SCALE: 1"=400'

LEGEND

3 INDICATES SHEET NUMBER

INDICATES EARTH FISSURE

SHEET SUMMARY

SHEET NO.	SUBDIVISION	DESCRIPTION
1		COVER SHEET
2		SHEET INDEX
3 – 4	UNIT ONE	CR–3 (LUXURY/PREMIERE)
5	UNIT TWO	CR–3 REDUCED (CASITA)
6	UNIT FIVE	CR–3 (LUXURY/PREMIERE)
7	UNIT EIGHT	CR–3 (LUXURY/PREMIERE)

KEY MAP

DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

G:\dwgs\Planning\Templates\CDGtcp_tps-1new.dwg 07/31/2003 02:00:33 PM LMST © 2002 B & R ENGINEERING

SUN LAKES – CASA GRANDE

TENTATIVE PLAT FOR UNITS ONE, TWO, FIVE AND EIGHT

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

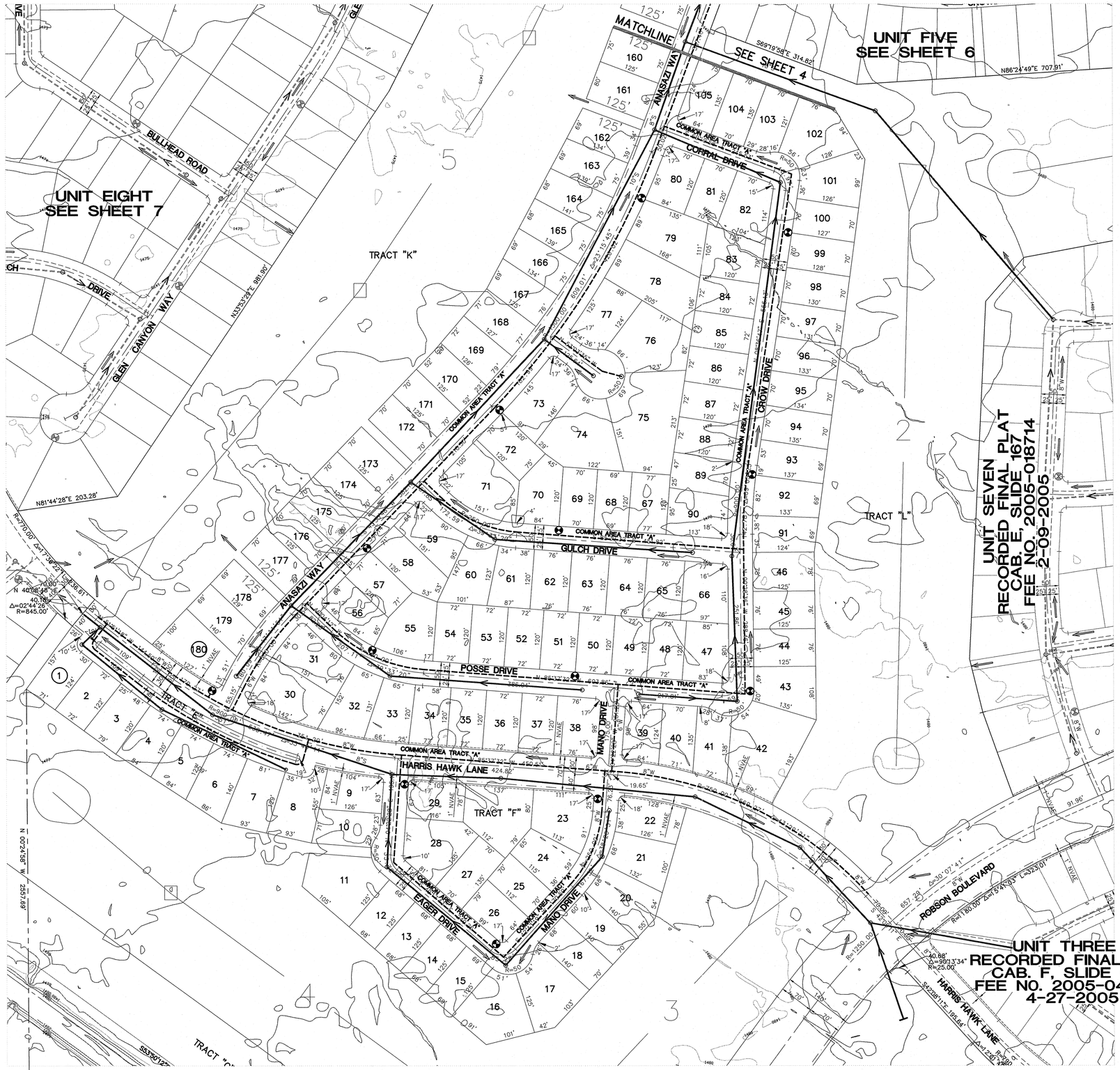
Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 4-24-03
ARIZONA, U.S.A.
Expires 09/30/2004

JOB NO. 815001

DATE SEPTEMBER, 2013

SHEET 2 OF 7

DRAWER #



LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- FUTURE FIRE HYDRANT AND ASSEMBLY (ADJOINING UNIT)
- SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- FUTURE SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- WATER LINE (6" UNLESS OTHERWISE NOTED)
- FUTURE WATER LINE (6" UNLESS OTHERWISE NOTED)
- INDICATES NATURAL GRADE CONTOUR
- DIRECTION OF SURFACE FLOW
- EARTH FISSURE LOCATION
- 5' MEANDERING SIDEWALK
- 1' NON-VEHICULAR ACCESS EASEMENT
- 10' TWO WAY GOLF CART PATH

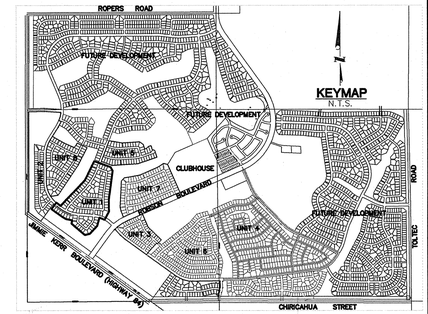
TRACT SUMMARY TABLE

TRACT	DESCRIPTION	AREA	MAINTAINANCE
A	PRIVATE STREETS	32.17 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
B	OPEN SPACE	7.39 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
C	OPEN SPACE	4.85 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
D	GOLF COURSE	8.95 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
E	OPEN SPACE	0.13 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
F	OPEN SPACE	0.35 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
G	COMMERCIAL	22.99 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
H	CLUBHOUSE SITE	30.60 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
I	STARTER FACILITIES AND TENNIS CENTER	4.49 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
J	GOLF COURSE	4.93 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
K	GOLF COURSE	14.66 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
L	GOLF COURSE	56.94 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
M	GOLF COURSE	16.45 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
N	GOLF COURSE	70.93 AC.	SUN LAKES – CASA GRANDE DEVELOPMENT, L.L.C.
O	17' ROADWAY DEDICATION	1.07 AC.	PINAL COUNTY HIGHWAY DEPARTMENT
TOTAL		276.90 AC.	

SUN LAKES - CASA GRANDE UNIT ONE LAND USE TABLE:

GROSS AREA UNIT ONE	319.45 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	32.17 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" THROUGH "F")	21.67 AC.
TOTAL AREA COMMERCIAL SITE (TRACT "G")	22.99 AC.
CLUBHOUSE SITE (TRACT "H")	30.60 AC.
STARTER FACILITY/TENNIS CENTER SITE (TRACT "I")	4.49 AC.
TOTAL AREA GOLF COURSE OPEN SPACE (TRACTS "J" THROUGH "N")	163.91 AC.
TOTAL NET ACRES (GROSS LESS TRACT "B" THROUGH "O")	74.72 AC.
MAX. NO. DWELLING UNITS ALLOWED UNDER BASE ZONE	469
TOTAL NO. DWELLING UNITS PROPOSED	180
MINIMUM LOT AREA PROPOSED	7,280 S.F.
AVERAGE LOT AREA PROPOSED	10,297 S.F.
MAXIMUM LOT AREA PROPOSED	25,361 S.F.
OVERALL PROPOSED DENSITY (D.U. PER NET ACRE)	2.41 DU/AC

GRAPHIC SCALE
100 50 0 100
SCALE: 1" = 100'



DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

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SUN LAKES - CASA GRANDE

PRELIMINARY PLAT FOR UNIT ONE (LUXURY/PREMIERE)

BR ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING ® LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

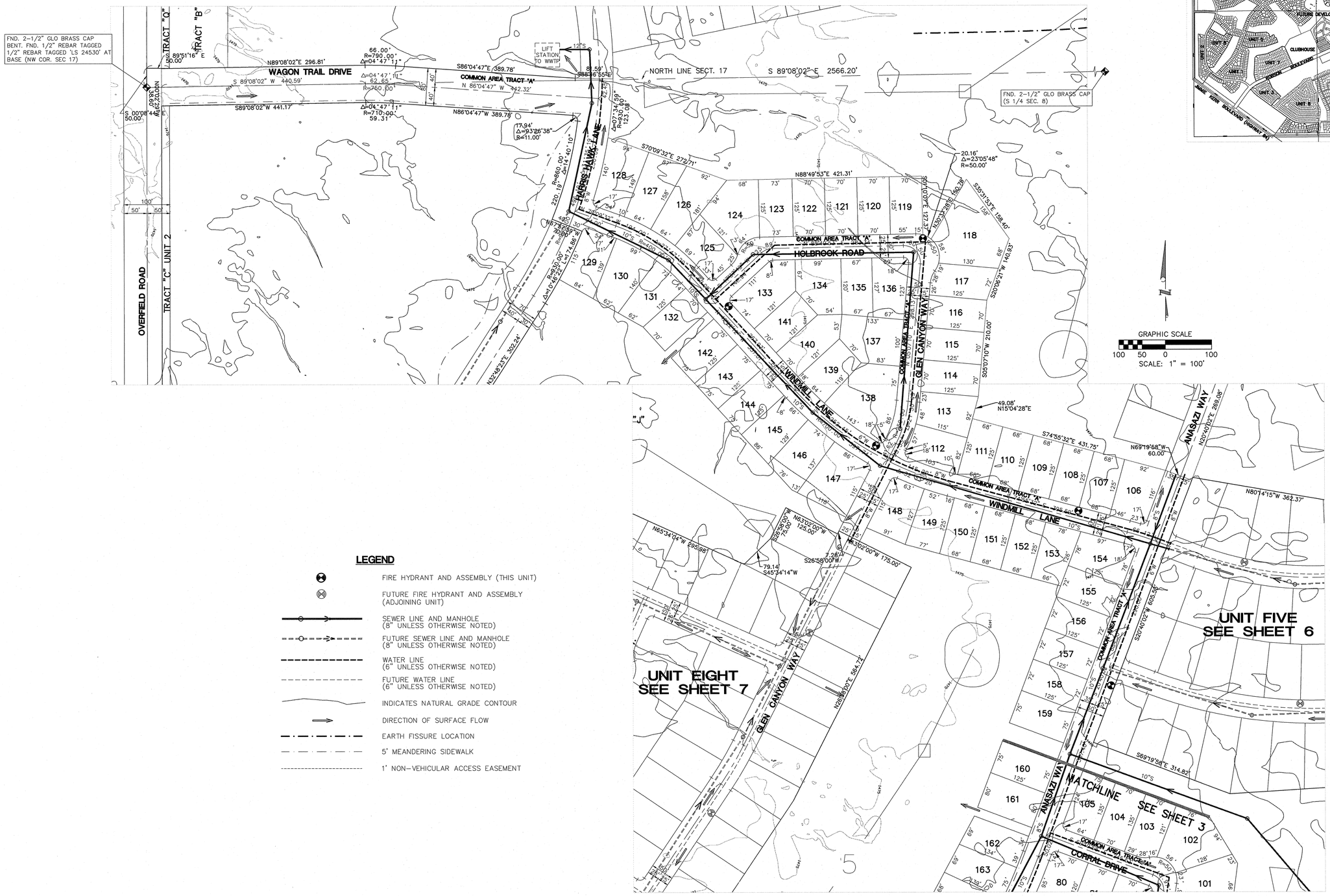
Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-23-03
ARIZONA, U.S.A.
Expires 09/30/2004

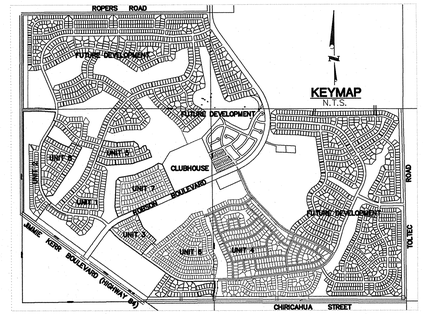
JOB NO. 815001

DATE SEPTEMBER, 2013

SHEET 3 OF 7

DRAWER #





LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- FUTURE FIRE HYDRANT AND ASSEMBLY (ADJOINING UNIT)
- SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- FUTURE SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- WATER LINE (6" UNLESS OTHERWISE NOTED)
- FUTURE WATER LINE (6" UNLESS OTHERWISE NOTED)
- INDICATES NATURAL GRADE CONTOUR
- DIRECTION OF SURFACE FLOW
- EARTH FISSURE LOCATION
- 5' MEANDERING SIDEWALK
- 1' NON-VEHICULAR ACCESS EASEMENT

DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

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SUN LAKES - CASA GRANDE

PRELIMINARY PLAT FOR UNIT ONE (LUXURY/PREMIERE)

BR ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

Registered Professional Engineer
32743
MARK A. MALONEY
Date Signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

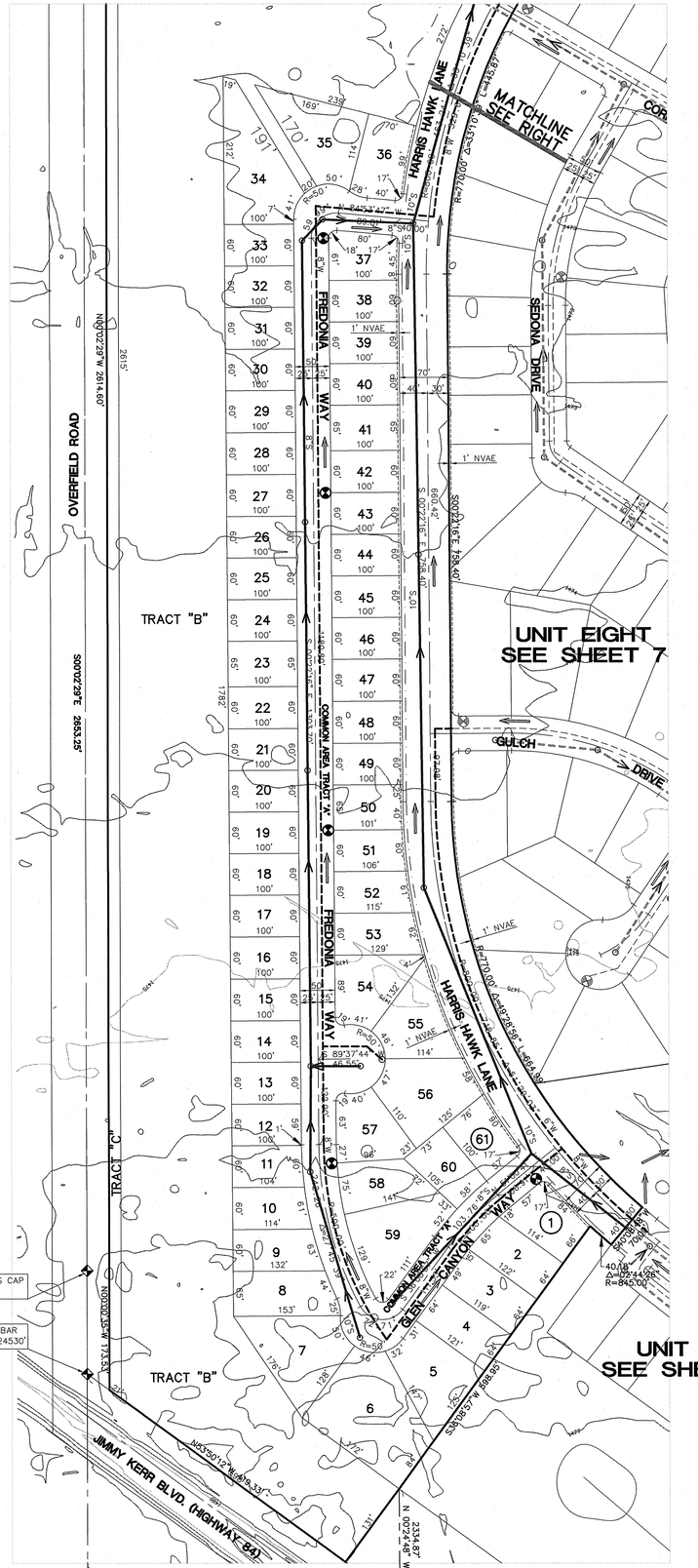
JOB NO. 815001

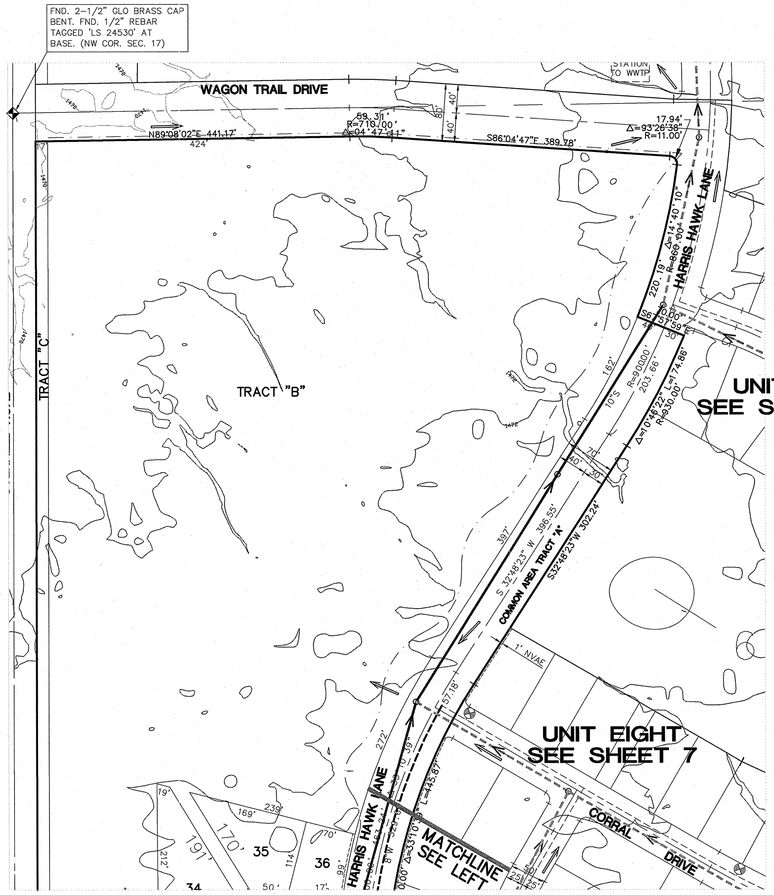
DATE SEPTEMBER, 2013

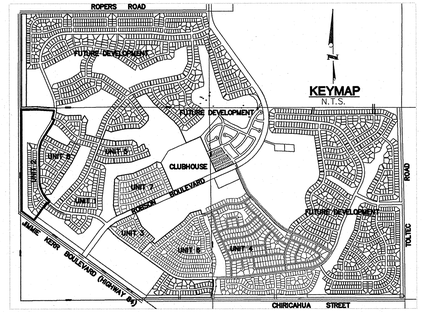
SHEET 4 OF 7

DRAWER #

SUN LAKES — CASA GRANDE







TRACT SUMMARY TABLE

TRACT	DESCRIPTION	AREA	MAINTAINANCE
A	PRIVATE STREETS	6.57 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
B	OPEN SPACE	22.49 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
C	17' ROADWAY DEDICATION	1.16 AC.	PINAL COUNTY HIGHWAY DEPARTMENT
TOTAL		30.22 AC.	

SUN LAKES - CASA GRANDE UNIT TWO LAND USE TABLE:

GROSS AREA UNIT TWO	40.75 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	6.57 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACT "B")	22.49 AC.
TOTAL NET ACRES (GROSS LESS TRACTS "B" AND "C")	17.10 AC.
MAX. NO. DWELLING UNITS ALLOWED UNDER BASE ZONE	91 EA.
TOTAL NO. DWELLING UNITS PROPOSED	61 EA.
MINIMUM LOT AREA PROPOSED	4,950 S.F.
AVERAGE LOT AREA PROPOSED	7,519 S.F.
MAXIMUM LOT AREA PROPOSED	20,752 S.F.
OVERALL PROPOSED DENSITY (D.U. PER NET ACRE)	3.34 DU/AC

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- FUTURE FIRE HYDRANT AND ASSEMBLY (ADJOINING UNIT)
- SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- FUTURE SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- WATER LINE (6" UNLESS OTHERWISE NOTED)
- FUTURE WATER LINE (6" UNLESS OTHERWISE NOTED)
- INDICATES NATURAL GRADE CONTOUR
- DIRECTION OF SURFACE FLOW
- EARTH FISSURE LOCATION
- 5' MEANDERING SIDEWALK
- 1' NON-VEHICULAR ACCESS EASEMENT

GRAPHIC SCALE
100 50 0 100
SCALE: 1" = 100'

DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

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SUN LAKES - CASA GRANDE

PRELIMINARY PLAT FOR UNIT TWO (CASITA)

BR ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

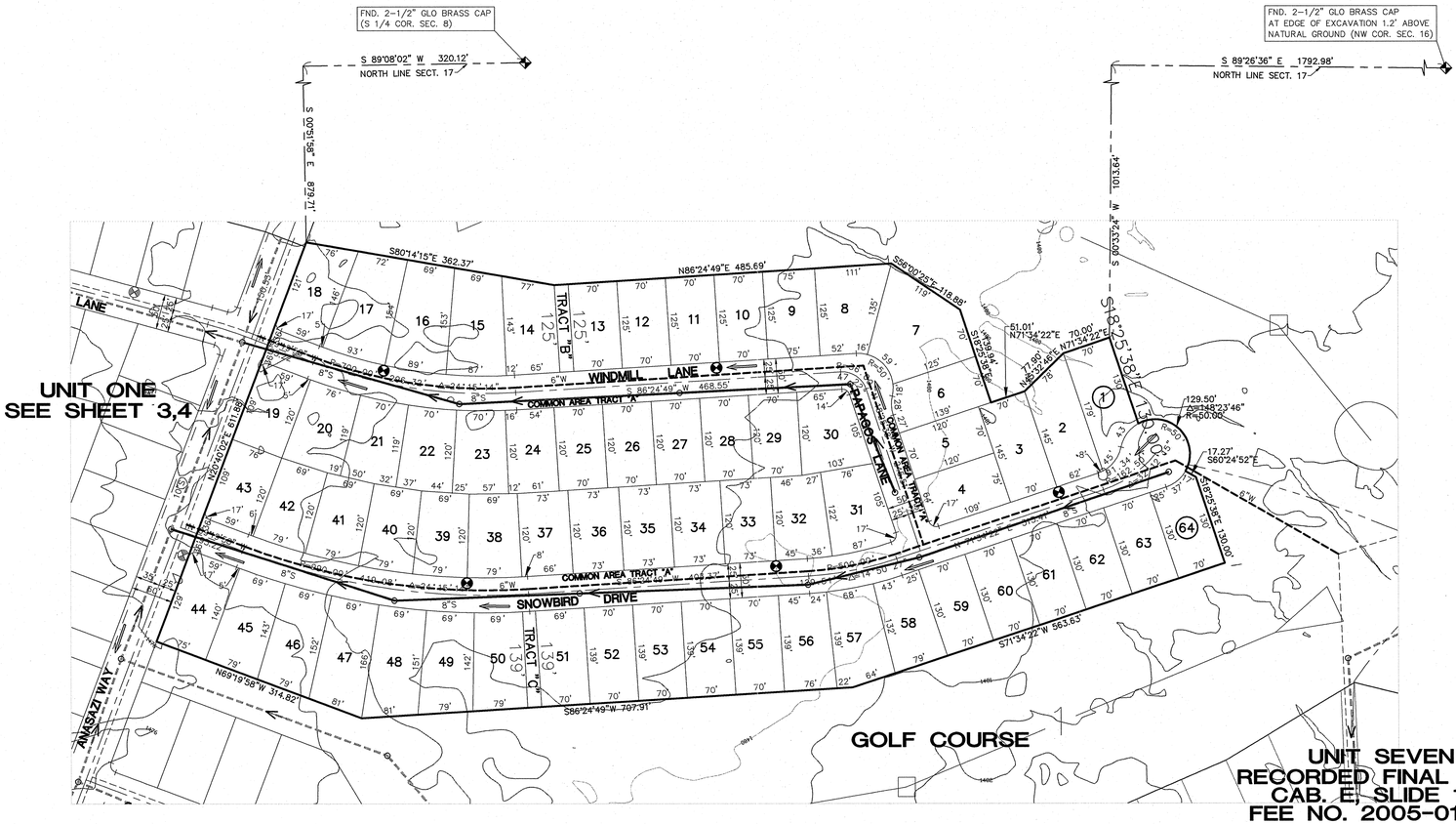
REGISTERED LAND SURVEYOR 52743 MARK A. MALONEY Date Signed 9-27-13 ARIZONA, U.S.A. Expires 09/30/2014

JOB NO. 815001

DATE SEPTEMBER, 2013

SHEET 5 OF 7

DRAWER #



LEGEND

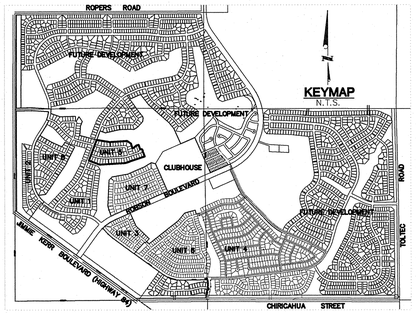
- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- FUTURE FIRE HYDRANT AND ASSEMBLY (ADJOINING UNIT)
- SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- FUTURE SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- WATER LINE (6" UNLESS OTHERWISE NOTED)
- FUTURE WATER LINE (6" UNLESS OTHERWISE NOTED)
- INDICATES NATURAL GRADE CONTOUR
- DIRECTION OF SURFACE FLOW
- EARTH FISSURE LOCATION
- 10' TWO WAY GOLF CART PATH

TRACT SUMMARY TABLE			
TRACT	DESCRIPTION	AREA	MAINTAINANCE
A	PRIVATE STREETS	3.07 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
B	OPEN SPACE	0.06 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
C	OPEN SPACE	0.06 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
TOTAL		3.19 AC.	

SUN LAKES - CASA GRANDE UNIT FIVE LAND USE TABLE:

GROSS AREA UNIT FIVE	17.44 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	3.07 AC.
TOTAL NET ACRES (GROSS LESS TRACTS "B" AND "C")	17.32 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" AND "C")	0.12 AC.
MAX. NO. DWELLING UNITS ALLOWED UNDER BASE ZONE	88 EA.
TOTAL NO. DWELLING UNITS PROPOSED	64 EA.
MINIMUM LOT AREA PROPOSED	7,280 S.F.
AVERAGE LOT AREA PROPOSED	9,699 S.F.
MAXIMUM LOT AREA PROPOSED	15,590 S.F.
OVERALL PROPOSED DENSITY (D.U. PER NET ACRE)	3.70 DU/AC

GRAPHIC SCALE
100 50 0 100
SCALE: 1" = 100'



DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

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SUN LAKES - CASA GRANDE

PRELIMINARY PLAT FOR UNIT FIVE (LUXURY/PREMIERE)

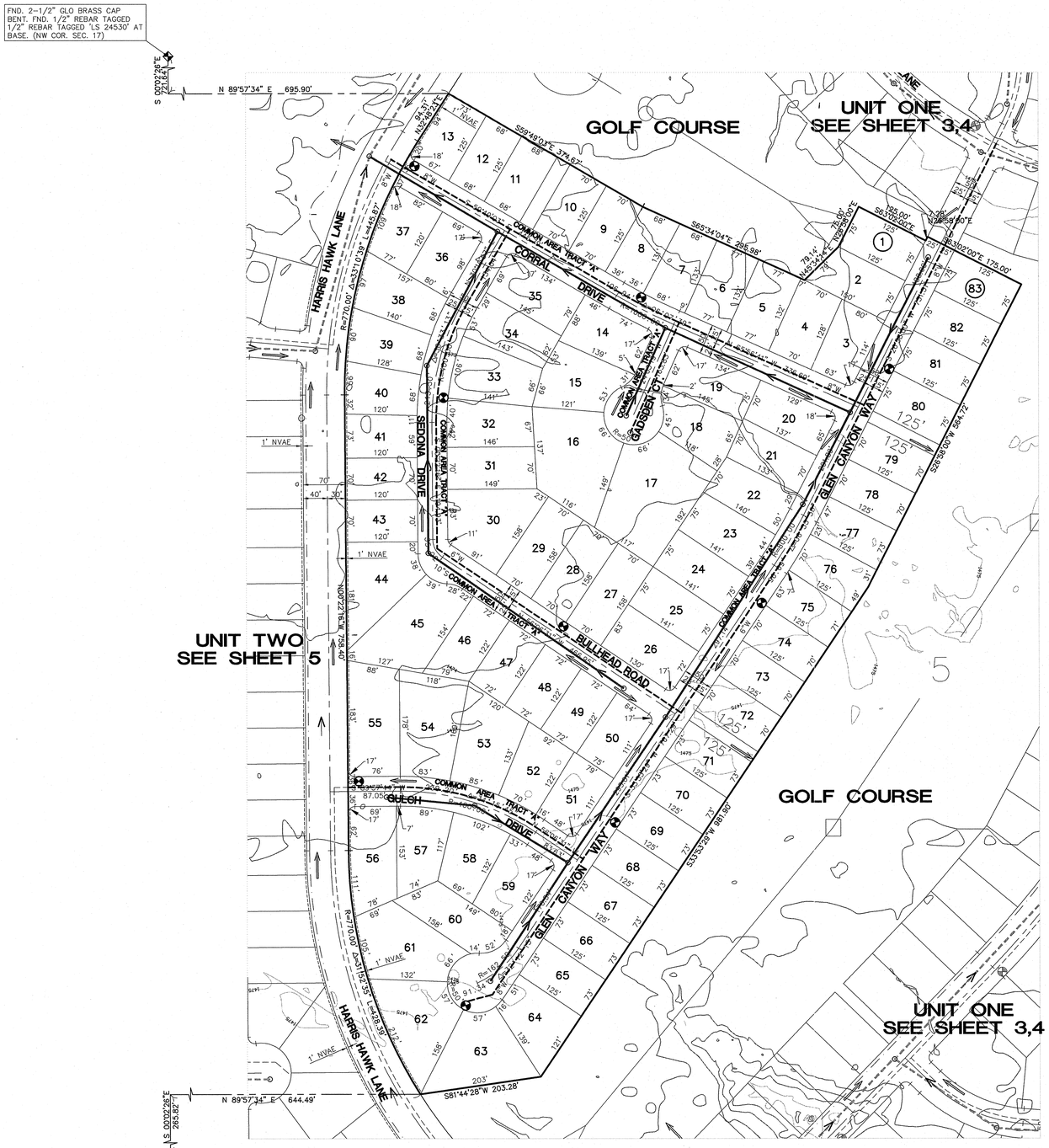
B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

Registered Land Surveyor
52743
MARK A. MALONEY
Date Signed 9-23-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 815001
DATE SEPTEMBER, 2013
SHEET 6 OF 7

DRAWER #



LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- FUTURE FIRE HYDRANT AND ASSEMBLY (ADJOINING UNIT)
- SEWER LINE AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- FUTURE SEWER LINE 'AND MANHOLE (8" UNLESS OTHERWISE NOTED)
- WATER LINE (6" UNLESS OTHERWISE NOTED)
- FUTURE WATER LINE (6" UNLESS OTHERWISE NOTED)
- INDICATES NATURAL GRADE CONTOUR
- DIRECTION OF SURFACE FLOW
- EARTH FISSURE LOCATION
- 5' MEANDERING SIDEWALK
- 1' NON-VEHICULAR ACCESS EASEMENT

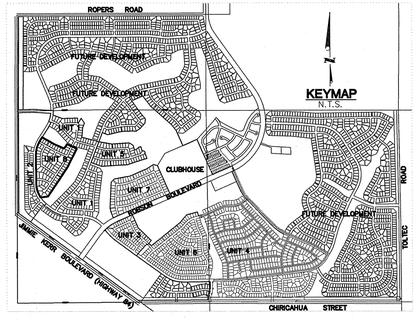
TRACT SUMMARY TABLE

TRACT	DESCRIPTION	AREA	MAINTAINANCE
A	PRIVATE STREETS	4.67 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
B	OPEN SPACE	0.07 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
C	OPEN SPACE	0.06 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
D	OPEN SPACE	0.06 AC.	SUN LAKES – CASA GRANDE HOMEOWNERS ASSOCIATION
TOTAL		4.86 AC.	

SUN LAKES - CASA GRANDE UNIT EIGHT LAND USE TABLE:

GROSS AREA UNIT EIGHT	25.70 AC.
TOTAL AREA PRIVATE STREETS (TRACT "A")	4.67 AC.
TOTAL NET ACRES (GROSS LESS TRACS "B" THROUGH "D")	25.51 AC.
TOTAL AREA PRIVATE OPEN SPACE (TRACTS "B" THROUGH "D")	0.19 AC.
MAX. NO. DWELLING UNITS ALLOWED UNDER BASE ZONE	129 EA.
TOTAL NO. DWELLING UNITS PROPOSED	83 EA.
MINIMUM LOT AREA PROPOSED	7,280 S.F.
AVERAGE LOT AREA PROPOSED	10,937 S.F.
MAXIMUM LOT AREA PROPOSED	23,156 S.F.
OVERALL PROPOSED DENSITY (D.U. PER NET ACRE)	3.25 DU/AC

GRAPHIC SCALE
100 50 0 100
SCALE: 1" = 100'



DATE	DESCRIPTION	BY	APPROVED
3-6-02	ADDED GOLF COURSE AND REVISED BOUNDARIES	SRM	KAM
4-24-02	ADDED UNIT 8 "A" AND REVISED BOUNDARIES	SRM	KAM

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SUN LAKES - CASA GRANDE

PRELIMINARY PLAT FOR UNIT EIGHT (LUXURY/PREMIERE)

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 141
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMc	JEF
DRAWN	APPROVED
SRM	MAM

REGISTERED LAND SURVEYOR
52743
MARK A. MALONEY
Date Signed 9-27-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 815001

DATE SEPTEMBER, 2013

SHEET 7 OF 7

DRAWER #

ROBSON RANCH ARIZONA

A PLANNED AREA DEVELOPMENT (P.A.D.)

CONSISTING OF FOUR SHEETS

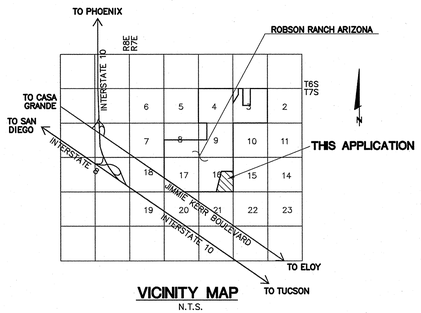
PRELIMINARY PLAT OF UNIT TWENTY-FIVE

BEING A PORTION OF SECTION 16, TOWNSHIP 7 SOUTH,
RANGE 7 EAST G&SRBM PINAL COUNTY, ARIZONA

SEPTEMBER, 2013

GENERAL NOTES

1. EXISTING ZONING: P.A.D.
2. TOTAL MILES OF PRIVATE STREETS IN THIS SUBMITTAL = 0.8502
   TOTAL MILES OF PUBLIC STREETS IN THIS SUBMITTAL = 3.3518
3. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS DEVELOPMENT.
4. SUN LAKES-CASA GRANDE DEVELOPMENT L.L.C. WILL ACCEPT RESPONSIBILITY AND LIABILITY FOR MAINTENANCE, CONTROL AND SAFETY, OF ALL PRIVATE COMMONLY OWNED ELEMENTS, INCLUDING LANDSCAPING, OPEN SPACE AREAS AND STREETS, UNTIL SUCH TIME AS THE RESPONSIBILITY AND LIABILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.
5. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THIS DEVELOPMENT WILL BE AT THE DEVELOPER'S EXPENSE.
6. PRIVATE SEWERS:
   ONSITE SANITARY SEWERS WILL BE CONSTRUCTED BY DEVELOPER AND OWNED/MAINTAINED BY PICACHO SEWER COMPANY.
7. DROUGHT-TOLERANT, DESERT VEGETATION SHALL BE UTILIZED FOR LANDSCAPING IN MEDIANS, OPEN SPACES, AND IN PUBLIC STREET RIGHTS-OF-WAY.
8. "PRIVATE STREETS (SHOWN AS COMMON AREA "A") ARE RESERVED FOR THE USE, BENEFIT AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS DEVELOPMENT THEIR GUESTS AND INVITEES, AND FOR INGRESS AND EGRESS OF FIRE, EMERGENCY, REFUSE COLLECTION, AND GOVERNMENTAL VEHICLES".
9. "NON-EXCLUSIVE" EASEMENTS WILL BE GRANTED TO UTILITY COMPANIES, FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES OVER ALL PRIVATE STREETS SHOWN AS COMMON AREA "A" AND FOUR (4) FEET ALONG ALL PRIVATE STREETS AS A CONDITION TO GRANTING SAID EASEMENTS, THE UTILITY COMPANIES SHALL INFORM THE GRANTOR, DEVELOPER AND/OR THE GOVERNING BODY THAT CONTROLS MAINTENANCE OF SAID COMMON AREAS BEFORE ANY NON-EMERGENCY REPAIRS ARE MADE".
10. THERE ARE NO EXISTING BUILDINGS, WALLS, TANKS, WATER WELLS, LAKES, IRRIGATION CANALS OR DITCHES, OR MAJOR WASHES WITHIN SUN LAKES-CASA GRANDE DEVELOPMENT UNLESS OTHERWISE INDICATED HEREON.



VICINITY MAP
N.T.S.

OWNER

SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

DEVELOPER

SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

ENGINEER/AGENT

B&R ENGINEERING, INC.
9666 E. RIGGS ROAD SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0799



LEGEND

INDICATES SECTION CORNER

INDICATES SUBDIVISION BOUNDARIES

LOCATION MAP
N.T.S.

TABLE OF REQUIREMENTS

	BASE ZONING CR-3 REDUCED (TRADITION SERIES) (RI-6 ELOY)	VARIATIONS APPROVED RI-6/PAD
MINIMUM LOT AREA	6000 SQ. FT	4950 SQ. FT
YARD REQUIREMENTS & SETBACKS		
FRONT	20 FT	10 FT
REAR	25 FT	10 FT
SIDE	5 & 10 FT	5 FT (7' BETWEEN BLDG EAVES)
STREET SIDE (CORNER LOT)	20 FT	10 FT
MINIMUM LOT WIDTH AT SETBACK	60 FT	55 FT
MAXIMUM BUILD HEIGHT (2 STORY)	35 FT	30 FT
PARKING SPACE	1 PER UNIT	2 PER UNIT

NOTE:
BUILDING SETBACK LINES ARE MEASURED FROM THE BUILDING WALL. BUILDING EAVES, FIRE PLACES, BAY WINDOWS, AND ARCHITECTURAL FEATURES MAY EXTEND UP TO 2 FEET INTO BUILDING SETBACK LINES.

PROPOSED ROADWAY WIDTHS

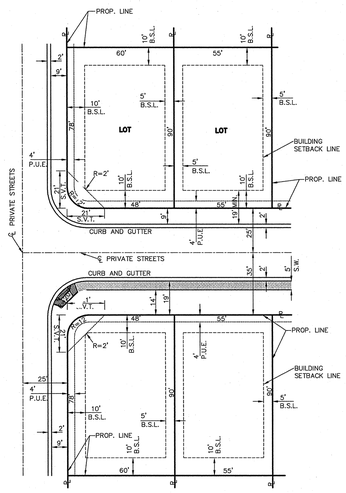
DESIGNATION	PROPOSED R.O.W. WIDTH	PROPOSED PVMT. WIDTH
LOCAL RESIDENTIAL	50'	28'
LOCAL COLLECTOR (SIDEWALK ONE SIDE)	60'	28'
ENTRY ROAD	80'	48'

BASIS OF BEARINGS

BASIS OF BEARINGS: THE BEARING OF SOUTH 00 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 16, T7S, R7E, G&SRBM, AS REFERENCED ON THE FINAL PLAT FOR ROBSON RANCH-CASA GRANDE UNIT 4 AS RECORDED IN CABINET F, SLIDE 005, P.C.R.

LAND USE TABLE FOR UNIT 25

GROSS ACREAGE	120.97 ACRES
AREA OF STREETS	29.39 ACRES
NET ACREAGE	92.72 ACRES
TOTAL NUMBER OF LOTS	357 LOTS
OVERALL DENSITY	2.97 DU/GROSS AC.
AVERAGE AREA PER LOT	7,364 SF



TRADITIONS SERIES

TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS SHOWN OTHERWISE)
SCALE: 1"=40'

TYPICAL PUBLIC UTILITY EASEMENTS & MINIMUM BUILDING SETBACK LINES

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
B.S.L. - INDICATES MIN. BUILDING SETBACK LINE

UTILITIES AND SERVICES

GAS (IF AVAILABLE)	SOUTHWEST GAS COMPANY
ELECTRICITY	ELECTRICAL DISTRICT NO. 2 AND 4
WATER	PICACHO WATER COMPANY
SEWER	PICACHO SEWER COMPANY
TELEPHONE	QWEST COMMUNICATIONS
POLICE	CITY OF ELOY
FIRE	GRANDE BUTTES FIRE DISTRICS/ELOY FIRE DISTRICT
AMBULANCE	SOUTHWEST AMBULANCE
SCHOOLS	N/A. THIS IS AN ADULT COMMUNITY
SOLID WASTE	PRIVATE CONTRACT/KIMS TRASH SERVICE
CABLE	WESTERN BROADBAND L.L.C.



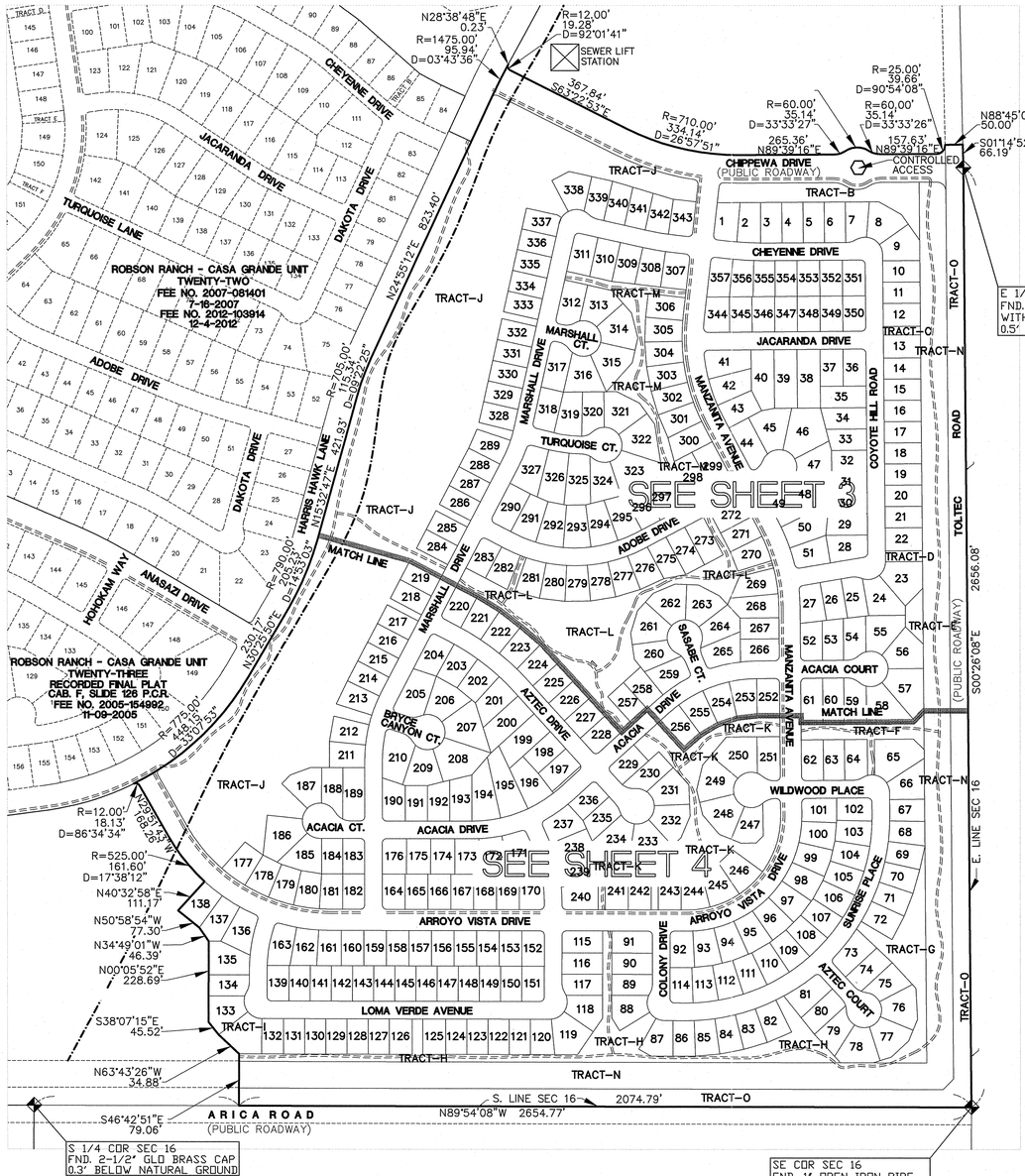
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B&R ENGINEERING, INC.
CIVIL ENGINEERING ● LAND DEVELOPMENT

RR-AZ 25 PRELIMINARY PLAT | JOB # 810025 | SHEET 1 OF 4

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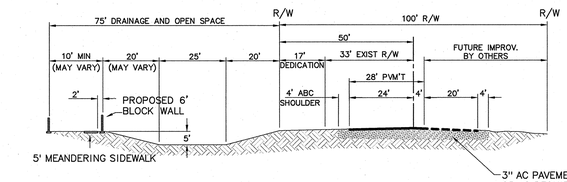


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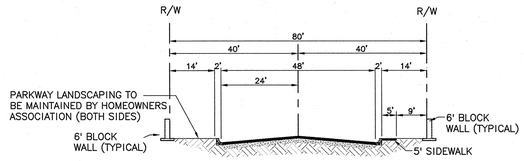
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200' 100' 0 200'
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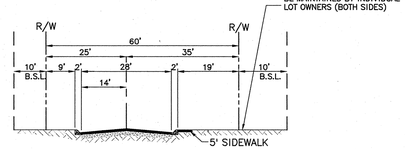
- 5' SIDEWALK
- UNIT BOUNDARY
- CONTROLLED ACCESS
- EARTH FISSURE



TOLTEC ROAD AND ARICA ROAD
(LOOKING NORTH) (LOOKING EAST)

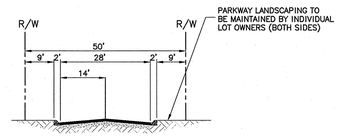


TYPICAL 80' PRIVATE ENTRY WAY
(SIDEWALK ONE SIDE)

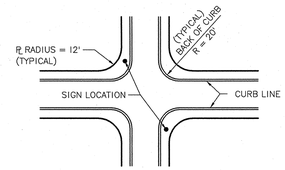


TYPICAL 60' PRIVATE LOCAL ROADWAY
(SIDEWALK ONE SIDE)

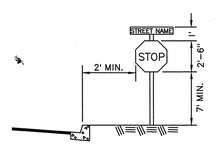
FRONT SETBACK WILL ALLOW MINIMUM OF 19' DRIVEWAY FROM BACK OF CURB OR BACK OF WALK



TYPICAL 50' PRIVATE LOCAL ROADWAY
(NO SIDEWALK)



SIGNAGE DETAILS



TYPICAL DIMENSIONS

DATE	DESCRIPTION	BY
3-13-06	FIRST REVIEW COMMENTS – CITY OF ELOY	JEF
		APPROVED

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ROBSON RANCH ARIZONA

KEYMAP FOR UNIT TWENTY-FIVE

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
MAX	MAM

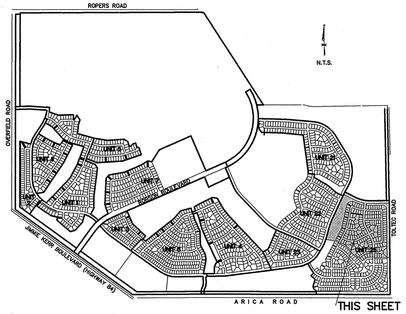
Registered Professional Engineer 52743 MARK A. MALONEY Date Signed 9-24-13 ARIZONA, U.S.A. Expires 09/30/2014

JOB NO.	810025
DATE	SEPTEMBER, 2013
SHEET	2 OF 4

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ROBSON RANCH-ARIZONA PHASE I
PRELIMINARY PLAT PLAT
A PLANNED AREA DEVELOPMENT

DRAWER #



LOCATION MAP

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8" SEWER AND MANHOLE
- WATERLINE
- CONTOURS (EXISTING)
- SIGHT DISTANCE TRIANGLE
- PARK BENCH
- CONTROLLED ACCESS
- 1' NON-VEHICULAR ACCESS EASEMENT
- EARTH FISSURE

NOTE

ALL LOTS ADJACENT TO OR BACKING UP TO ANY TRACT, DRAINAGE FEATURE, AND ARTERIAL OR COLLECTOR STREETS SHALL DEDICATE A 1' NON-VEHICULAR ACCESS EASEMENT ALONG THAT PORTION OF THE LOT.

ROBSON RANCH - CASA GRANDE UNIT TWENTY-TWO
RECORDED FINAL PLAT
FEE NO. 2007-081401
7-16-07
FEE NO. 2012-103914
12-4-2012

ROBSON RANCH - CASA GRANDE UNIT TWENTY-TWO/
RECORDED FINAL PLAT
FEE NO. 2007-081401
7-16-07
FEE NO. 2012-103914
12-4-2012



ROBSON RANCH ARIZONA UNIT 25
(TRADITIONS - SINGLE FAMILY DETACHED)

TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6		23.94
TRACT "B"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		0.83
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.06
TRACT "D"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.07
TRACT "E"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		0.12
TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.46
TRACT "G"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.82
TRACT "H"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		1.74
TRACT "I"	DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.22
TRACT "J"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		15.99
TRACT "K"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		1.76
TRACT "L"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		2.42
TRACT "M"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		0.83
TRACT "N"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		7.77
TRACT "O"	RIGHT OF WAY DEDICATION	CITY OF ELOY	R1-6		5.45
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6	359	58.49
	TOTALS			359	120.97

LAND USE TABLE

GROSS ACREAGE	120.97 ACRES
AREA OF STREETS	29.39 ACRES
NET ACREAGE	92.72 ACRES
TOTAL NUMBER OF LOTS	357 LOTS
OVERALL DENSITY	2.97 DU/GROSS AC.
AVERAGE AREA PER LOT	7,364 SF

N
100' 50' 0 100'
SCALE: 100'

DRAWER #

DATE	DESCRIPTION	BY	APPROVED
3-13-06	FIRST REVIEW COMMENTS - CITY OF ELOY	RLP	JEF

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ROBSON RANCH ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY FIVE

BR ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT
4/15/2006 36000Z PM MST

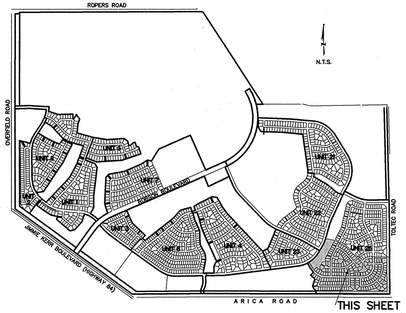
DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
MAX	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 810025
DATE SEPTMBER, 2013
SHEET 3 OF 4

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ROBSON RANCH-ARIZONA PHASE I
PRELIMINARY PLAT
A PLANNED AREA DEVELOPMENT



LOCATION MAP

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8" SEWER AND MANHOLE
- WATERLINE
- CONTOURS (EXISTING)
- SIGHT DISTANCE TRIANGLE
- PARK BENCH
- CONTROLLED ACCESS
- 1' NON-VEHICULAR ACCESS EASEMENT
- EARTH FISSURE

NOTE

ALL LOTS ADJACENT TO OR BACKING UP TO ANY TRACT, DRAINAGE FEATURE, AND ARTERIAL OR COLLECTOR STREETS SHALL DEDICATE A 1' NON-VEHICULAR ACCESS EASEMENT ALONG THAT PORTION OF THE LOT.

LAND USE TABLE

GROSS ACREAGE	120.97	ACRES
AREA OF STREETS	29.39	ACRES
NET ACREAGE	92.72	ACRES
TOTAL NUMBER OF LOTS	357	LOTS
OVERALL DENSITY	2.97	DU/GROSS AC.
AVERAGE AREA PER LOT	7,364	SF

ROBSON RANCH ARIZONA UNIT 25
(TRADITIONS – SINGLE FAMILY DETACHED)

TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6		23.94
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TRACT "E"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		0.12
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TRACT "H"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		1.74
TRACT "I"	DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		0.22
TRACT "J"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6		15.99
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TRACT "M"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		0.83
TRACT "N"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6		7.77
TRACT "O"	RIGHT OF WAY DEDICATION	CITY OF ELOY	R1-6		5.45
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6	359	58.49
	TOTALS			359	120.97

ROBSON RANCH - CASA GRANDE UNIT TWENTY-TWO RECORDED FINAL PLAT 2007-081401 7-16-2007 2012-103914 12-4-2012

ROBSON RANCH - CASA GRANDE UNIT TWENTY-THREE RECORDED FINAL PLAT SLIDE F, CAB. 126 P.C.R. FEE NO. 2005-154992 11-09-2005

MATCH SHEET 3

MATCH SHEET 3

MARSHALL DRIVE
AZTEC DRIVE
SASABE CT.
ACACIA DRIVE
MANZANITA AVENUE
WILDWOOD PLACE
SUNRISE PLACE
ARROYO VISTA DRIVE
LOMA VERDE AVENUE
COLONY DRIVE
AZTEC COURT
COMMON AREA TRACT A
TRACT-L
TRACT-K
TRACT-J
TRACT-I
TRACT-H
TRACT-N
TRACT-O
TRACT-F
TRACT-G
PARK BENCH
21'x21' SIGHT TRIANGLE-TYP.
1'NVAE
DRAINAGE EASEMENT
TOLTEC ROAD
ARICA ROAD
(PUBLIC ROADWAY)

S 1/4 COR SEC 16
FND. 2-1/2" GLO BRASS CAP
0.3' BELOW NATURAL GROUND

SE COR SEC 16
FND. 1-1/2" IRON PIPE
FLUSH WITH ROAD

N89°54'08"W 2654.77'

SCALE: 100' 50' 0 100'

		3-13-06	DATE
		FIRST REVIEW COMMENTS – CITY OF ELOY	DESCRIPTION
		RLP	BY
		JEF	APPROVED

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ROBSON RANCH ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY FIVE

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT 4/19/2006 300062 PM UNIT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
MAX	MAM

REGISTERED LAND SURVEYOR 52743 MARK A. MALONEY Date Signed 9-24-13 ARIZONA, U.S.A. Expires 09/30/2014

JOB NO.	810025
DATE	SEPTEMBER, 2013
SHEET	4 OF 4

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ROBSON RANCH-ARIZONA PHASE I
PRELIMINARY PLAT
A PLANNED AREA DEVELOPMENT

DRAWER #

ROBSON RANCH - ARIZONA

A PLANNED AREA DEVELOPMENT (P.A.D.)

CONSISTING OF FOUR SHEETS

PRELIMINARY PLAT OF UNIT TWENTY-SIX

BEING PORTIONS OF SECTION 16 & SECTION 17, TOWNSHIP 7 SOUTH, RANGE 7 EAST G&SRM, CITY OF ELOY, PINAL COUNTY, ARIZONA

SEPTEMBER, 2013

GENERAL NOTES

1. EXISTING ZONING: P.A.D.
2. TOTAL MILES OF PRIVATE STREETS IN THIS SUBMITTAL = 0.60 MILES
   TOTAL MILES OF PUBLIC STREETS IN THIS SUBMITTAL = 0
3. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS DEVELOPMENT.
4. SUN LAKES-CASA GRANDE DEVELOPMENT L.L.C. WILL ACCEPT RESPONSIBILITY AND LIABILITY FOR MAINTENANCE, CONTROL AND SAFETY, OF ALL PRIVATE COMMONLY OWNED ELEMENTS, INCLUDING LANDSCAPING, OPEN SPACE AREAS AND STREETS, UNTIL SUCH TIME AS THE RESPONSIBILITY AND LIABILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.
5. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THIS DEVELOPMENT WILL BE AT THE DEVELOPER'S EXPENSE.
6. PRIVATE SEWERS:
   ONSITE SANITARY SEWERS WILL BE CONSTRUCTED BY DEVELOPER AND OWNED/MAINTAINED BY PICACHO SEWER COMPANY.
7. DROUGHT-TOLERANT, DESERT VEGETATION SHALL BE UTILIZED FOR LANDSCAPING IN MEDIANS, OPEN SPACES, AND IN PUBLIC STREET RIGHTS-OF-WAY.
8. "PRIVATE STREETS (SHOWN AS COMMON AREA "A") ARE RESERVED FOR THE USE, BENEFIT AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS DEVELOPMENT THEIR GUESTS AND INVITEES, AND FOR INGRESS AND EGRESS OF FIRE, EMERGENCY, REFUSE COLLECTION, AND GOVERNMENTAL VEHICLES".
9. "NON-EXCLUSIVE" EASEMENTS WILL BE GRANTED TO UTILITY COMPANIES, FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES OVER ALL PRIVATE STREETS SHOWN AS COMMON AREA "A" AND FOUR (4) FEET ALONG ALL PRIVATE STREETS AS A CONDITION TO GRANTING SAID EASEMENTS, THE UTILITY COMPANIES SHALL INFORM THE GRANTOR, DEVELOPER AND/OR THE GOVERNING BODY THAT CONTROLS MAINTENANCE OF SAID COMMON AREAS BEFORE ANY NON-EMERGENCY REPAIRS ARE MADE".
10. THERE ARE NO EXISTING BUILDINGS, WALLS, TANKS, WATER WELLS, LAKES, IRRIGATION CANALS OR DITCHES, OR MAJOR WASHES WITHIN ROBSON RANCH-ARIZONA DEVELOPMENT UNLESS OTHERWISE INDICATED HEREON.

BASIS OF BEARINGS

BASIS OF BEARINGS: THE BEARING OF NORTH 00 DEGREES 54 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 16, T7S, R7E, G&SRM, AS REFERENCED ON THE FINAL PLAT FOR ROBSON RANCH-CASA GRANDE UNIT 4 AS RECORDED IN CABINET F, SLIDE 005, P.C.R.

TABLE OF REQUIREMENTS

BASE ZONING CR-3 (PREMIERE SERIES) (RI-6 ELOY)		VARIATIONS APPROVED PER P.A.D.
MINIMUM LOT AREA	6000 SQ. FT	4950 SQ. FT
YARD REQUIREMENTS & SETBACKS		
FRONT	20 FT	10 FT
REAR	25 FT	10 FT
SIDE	5 FT	5 FT (7' BETWEEN BLDG EAVES)
STREET SIDE (CORNER LOT)	20 FT	10 FT
MINIMUM LOT WIDTH AT SETBACK	60 FT	55 FT
MAXIMUM BUILD HEIGHT (2 STORY)	35 FT	30 FT
PARKING SPACE	1 PER UNIT	2 PER UNIT

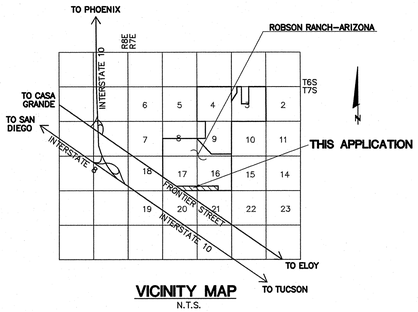
NOTE:
BUILDING SETBACK LINES ARE MEASURED FROM THE BUILDING WALL. BUILDING EAVES, FIRE PLACES, BAY WINDOWS, AND ARCHITECTURAL FEATURES MAY EXTEND UP TO 2 FEET INTO BUILDING SETBACK LINES.

PROPOSED ROADWAY WIDTHS

DESIGNATION	PROPOSED R.O.W. WIDTH	PROPOSED PVMT. WIDTH
LOCAL RESIDENTIAL	50'	28'
LOCAL COLLECTOR (SIDEWALK ONE SIDE)	60'	28'
ENTRY ROAD	80'	48'

LAND USE TABLE

SUBDIVISION UNIT	PREMIERE LOTS	GROSS ACRES	AREA PRIVATE STREETS	AREA OF DRAINAGE, OPEN SPACES, AND UTILITY EASEMENT
UNIT TWENTY-SIX	49	68.87	3.93	7.92



VICINITY MAP
N.T.S.

OWNER

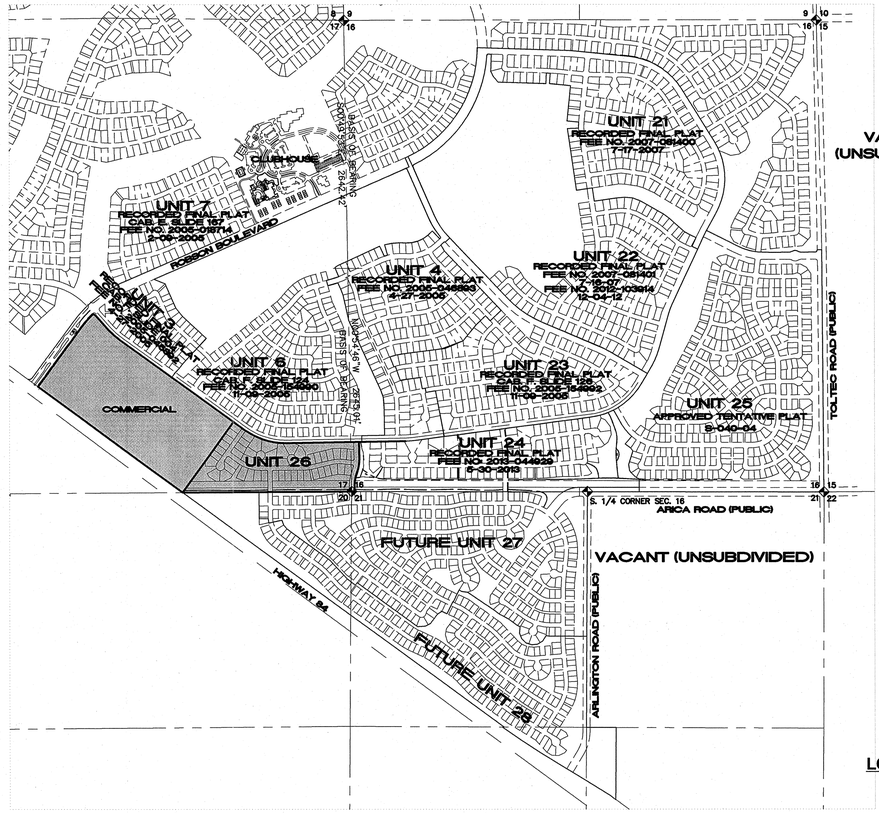
SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

DEVELOPER

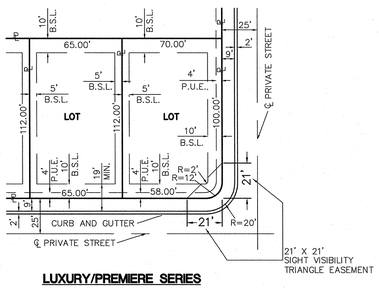
SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

ENGINEER/AGENT

B&R ENGINEERING, INC.
9666 E. RIGGS ROAD SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0799



LOCATION MAP
N.T.S.



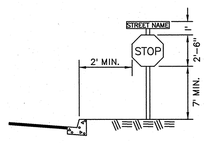
LUXURY/PREMIERE SERIES
TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS SHOWN OTHERWISE)
SCALE: 1"=40'

TYPICAL PUBLIC UTILITY EASEMENTS & MINIMUM BUILDING SETBACK LINES

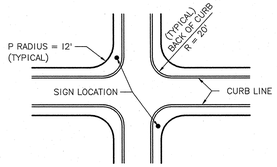
B.S.L. – INDICATES MIN. BUILDING SETBACK LINE
P.U.E. – INDICATES PUBLIC/PRIVATE UTILITY EASEMENT

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS COMPANY
ELECTRICITY	ELECTRICAL DISTRICT NO. 2 AND 4
WATER	PICACHO WATER COMPANY
SEWER	PICACHO SEWER COMPANY
TELEPHONE	QWEST COMMUNICATIONS
POLICE	CITY OF ELOY
FIRE	GRANDE BUTTES FIRE DISTRICS/ELOY FIRE DISTRICT
AMBULANCE	SOUTHWEST AMBULANCE
SCHOOLS	N/A. THIS IS AN ADULT COMMUNITY
SOLID WASTE	CITY OF ELOY
CABLE	WESTERN BROADBAND L.L.C.



TYPICAL DIMENSIONS



SIGNAGE DETAILS



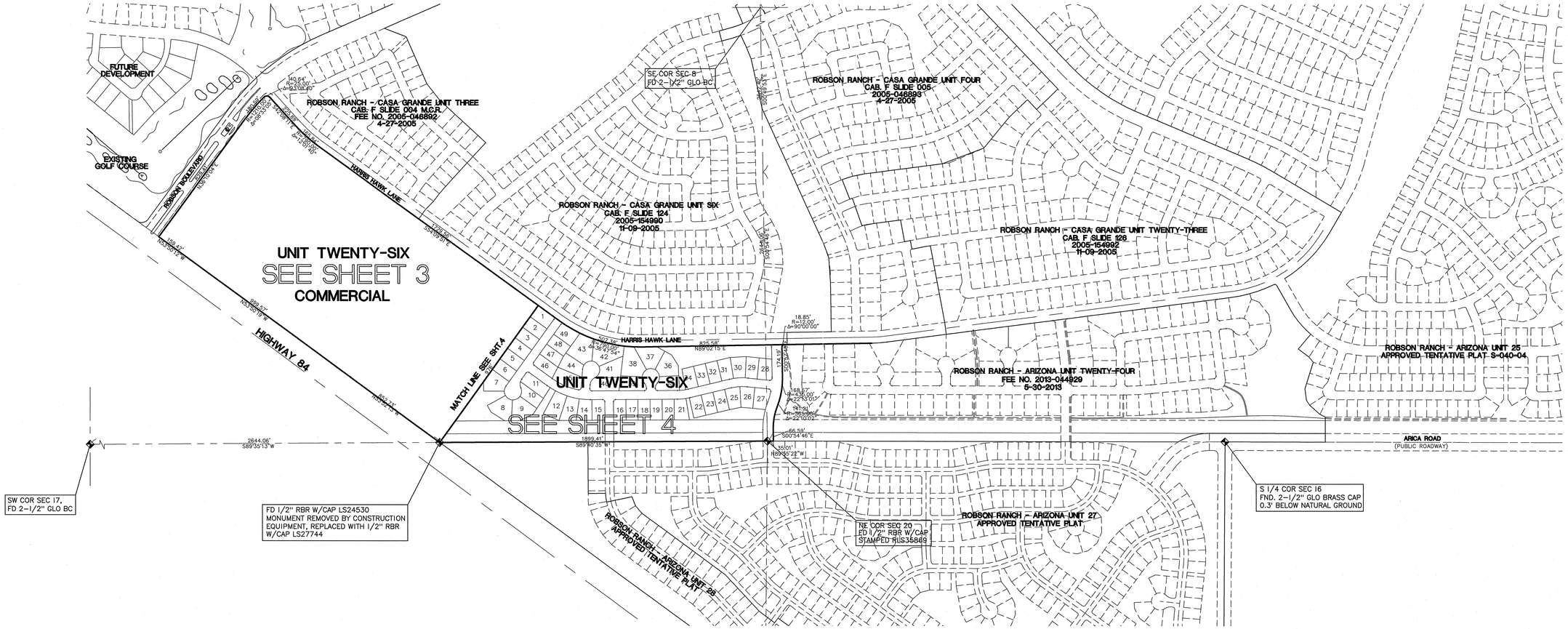
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CIVIL ENGINEERING ● LAND DEVELOPMENT

RR-AZ 26 PRELIMINARY PLAT	JOB # 810026
	SHEET 1 OF 4

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DRAWER #



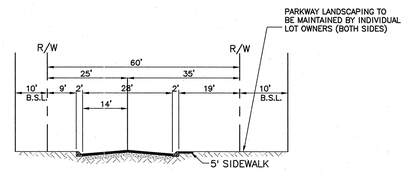
LEGEND

- 5' SIDEWALK
- UNIT BOUNDARY
- SHEET MATCHLINE

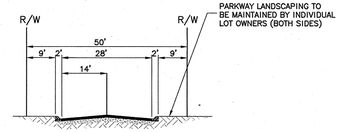
N

300' 150' 0 300'
SCALE: 300'

KEYMAP



TYPICAL 60' PRIVATE LOCAL ROADWAY
(SIDEWALK ONE SIDE)
FRONT SETBACK WILL ALLOW MINIMUM OF 19' DRIVEWAY FROM BACK OF CURB OR BACK OF WALK



TYPICAL 50' PRIVATE LOCAL ROADWAY
(NO SIDEWALK)

DRAWER #

DATE	DESCRIPTION	BY	APPROVED

© 2006 B & R ENGINEERING

ROBSON RANCH - ARIZONA

PRELIMINARY PLAT FOR UNITS TWENTY-SIX

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

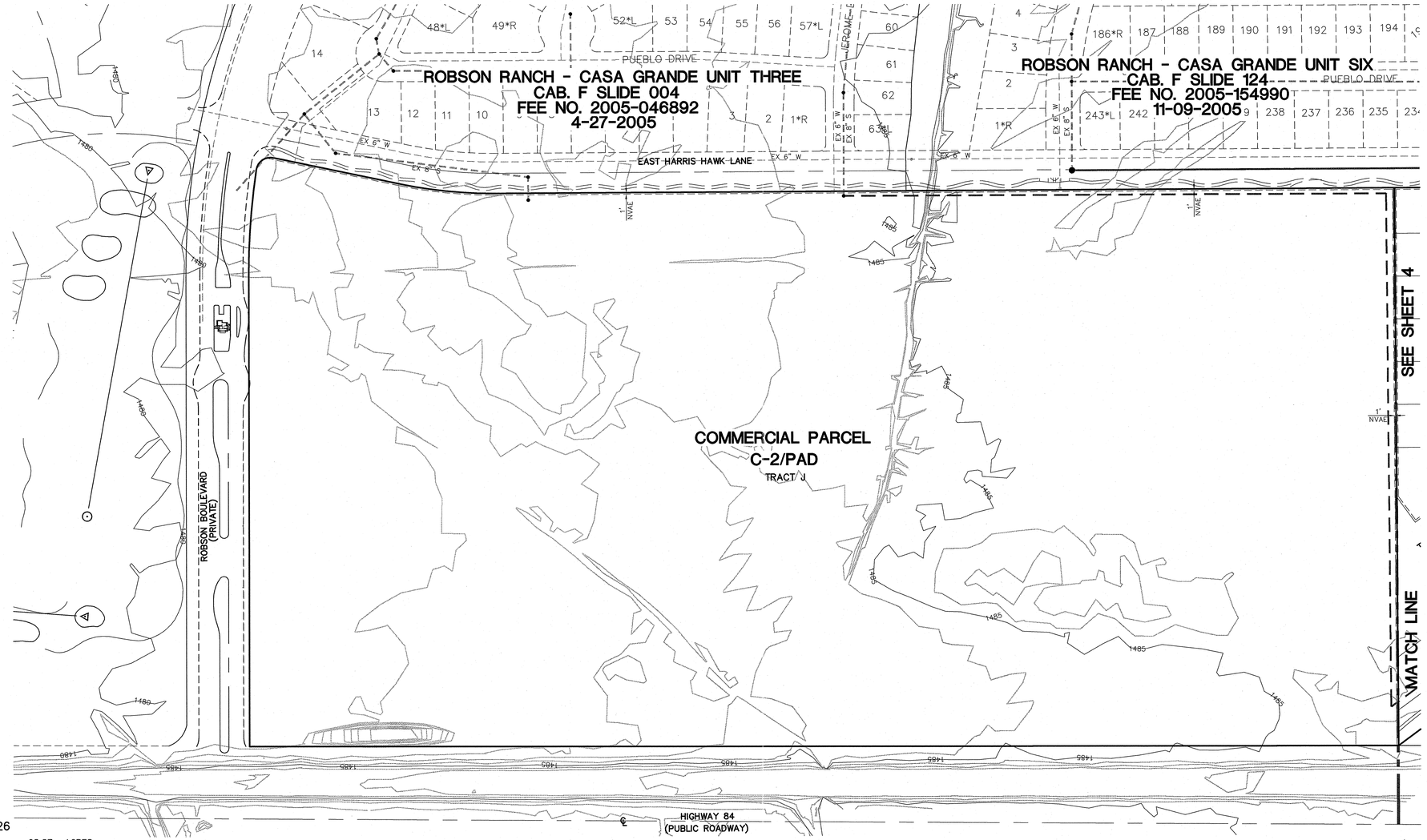
Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-27-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO
810024/810026

DATE
SEPTEMBER, 2013

SHEET
2 OF 4

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LAND USE TABLE–UNIT 26

GROSS ACREAGE	68.87	ACRES
AREA OF STREETS	3.93	ACRES
AREA OF OPEN SPACE & DRAINAGE	7.92	ACRES
AREA OF COMMERCIAL	45.04	ACRES
NET ACREAGE	15.91	ACRES
TOTAL NUMBER OF LOTS	49	LOTS
OVERALL DENSITY	2.06	DU/GROSS AC.
AVERAGE AREA PER LOT	10,650	SF

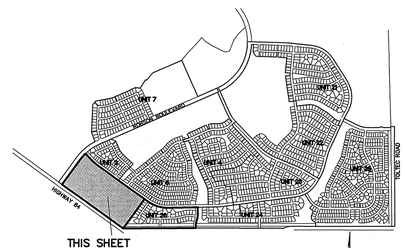
ROBSON RANCH ARIZONA UNIT 26
(LUXURY/PREMIERE – SINGLE FAMILY DETACHED)

TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1–6 PAD		3.93
TRACT "B"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		0.71
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		0.29
TRACT "D"	DRAINAGE CHANNEL	HOMEOWNERS ASSOCIATION	R1–6 PAD		1.54
TRACT "E"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		1.08
TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		0.99
TRACT "G"	DRAINAGE CHANNEL	HOMEOWNERS ASSOCIATION	R1–6 PAD		1.49
TRACT "H"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		0.53
TRACT "I"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1–6 PAD		1.29
TRACT "J"	COMMERCIAL PARCEL	DEVELOPER	C–2 PAD		45.04
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1–6 PAD	49	11.98
	TOTALS			49	68.87

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8" SEWER (SIZE AS NOTED)
- FORCE MAIN
- WATERLINE (SIZE AS NOTED)
- 1' NON–VEHICULAR ACCESS EASEMENT (NVAE)
- 1495 CONTOURS (EXISTING)
- 33/21' 21' SIGHT DISTANCE TRIANGLE AT LOCAL STREETS; 33' SIGHT DISTANCE TRIANGLE AT COLLECTOR STREETS

100' 50' 0 100'
SCALE: 100'



LOCATION MAP

N.T.S.

DRAWER #

ROBSON RANCH – ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY-SIX

BY	DESCRIPTION	DATE
APPROVED		

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B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799
CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN LMC | CHECKED JEF
DRAWN RLP | APPROVED MAM

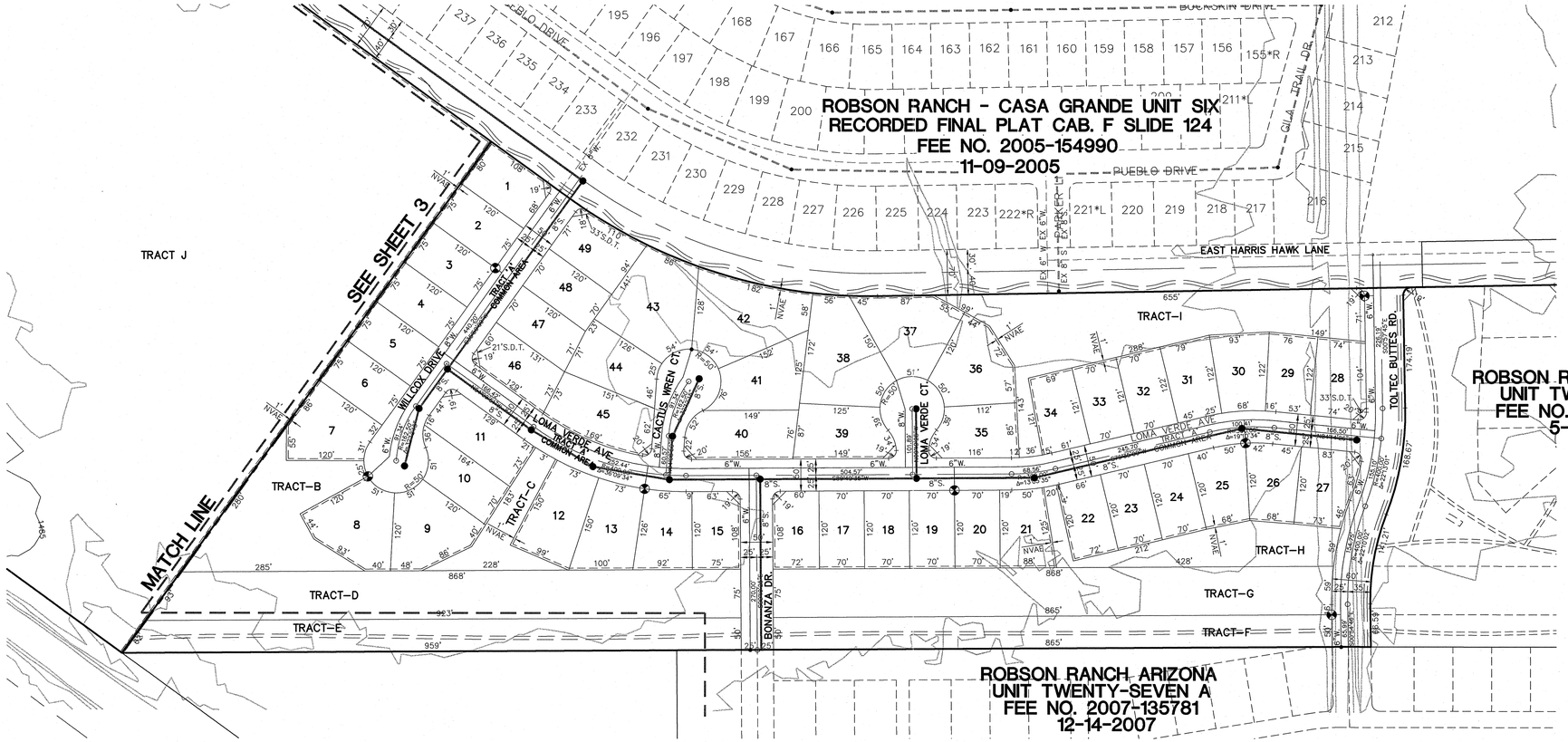
Registered Professional Engineer 52743 MARK A. MALONEY Date Signed 9-24-13 ARIZONA, U.S.A. Expires 09/30/2014

JOB NO. 810026

DATE SEPTEMBER, 2013

SHEET 3 OF 4

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LAND USE TABLE–UNIT 26

GROSS ACREAGE	68.87	ACRES
AREA OF STREETS	3.93	ACRES
AREA OF OPEN SPACE & DRAINAGE	7.92	ACRES
AREA OF COMMERCIAL	45.04	ACRES
NET ACREAGE	15.91	ACRES
TOTAL NUMBER OF LOTS	49	LOTS
OVERALL DENSITY	2.06	DU/GROSS AC.
AVERAGE AREA PER LOT	10,650	SF

ROBSON RANCH ARIZONA UNIT 26
(LUXURY/PREMIERE – SINGLE FAMILY DETACHED)

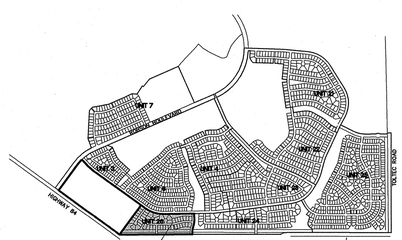
TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6 PAD		3.93
TRACT "B"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.71
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.29
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TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.99
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	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6 PAD	49	11.98
	TOTALS			49	68.87

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8" SEWER (SIZE AS NOTED)
- FORCE MAIN
- WATERLINE (SIZE AS NOTED)
- 1' NON-VEHICULAR ACCESS EASEMENT (NVAE)
- 1495 CONTOURS (EXISTING)
- 33/21' 33/21' 21' SIGHT DISTANCE TRIANGLE AT LOCAL STREETS; 33' SIGHT DISTANCE TRIANGLE AT COLLECTOR STREETS

N

100' 50' 0 100'
SCALE: 100'



LOCATION MAP
N.T.S.

DRAWER #

ROBSON RANCH – ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY-SIX

BY	DESCRIPTION	DATE
APPROVED		

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B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO.
810026
DATE
SEPTEMBER, 2013
SHEET
4 OF 4

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ROBSON RANCH–ARIZONA PHASE I
PRELIMINARY PLAT
A PLANNED AREA DEVELOPMENT

ROBSON RANCH ARIZONA

A PLANNED AREA DEVELOPMENT (P.A.D.)

CONSISTING OF SIX SHEETS

PRELMINARY PLAT OF UNITS 27 AND 28

BEING A PORTION OF SECTIONS 16, 20 & 21 TOWNSHIP 7 SOUTH, RANGE 7 EAST G&SRM, CITY OF ELOY, PINAL COUNTY, ARIZONA

SEPTEMBER, 2013

GENERAL NOTES

1. EXISTING ZONING: R1-6 P.A.D.
2. TOTAL MILES OF PRIVATE STREETS IN THIS SUBMITTAL = 2.663
   TOTAL MILES OF PUBLIC STREETS IN THIS SUBMITTAL = 0.210
3. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS DEVELOPMENT.
4. SUN LAKES-CASA GRANDE DEVELOPMENT L.L.C. WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE OF ALL PRIVATE COMMONLY OWNED ELEMENTS, INCLUDING LANDSCAPING, OPEN SPACE AREAS AND STREETS, UNTIL SUCH TIME AS THE RESPONSIBILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.
5. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THIS DEVELOPMENT WILL BE AT THE DEVELOPER'S EXPENSE.
6. PRIVATE SEWERS:
   ONSITE SANITARY SEWERS WILL BE CONSTRUCTED BY DEVELOPER AND OWNED/MAINTAINED BY PICACHO SEWER COMPANY.
7. DROUGHT-TOLERANT, DESERT VEGETATION SHALL BE UTILIZED FOR LANDSCAPING IN MEDIANS, OPEN SPACES, AND IN PUBLIC STREET RIGHTS-OF-WAY.
8. "PRIVATE STREETS (SHOWN AS COMMON AREA "A") ARE RESERVED FOR THE USE, BENEFIT AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS DEVELOPMENT THEIR GUESTS AND INVITEES, AND FOR INGRESS AND EGRESS OF FIRE, EMERGENCY, REFUSE COLLECTION, AND GOVERNMENTAL VEHICLES".
9. "NON-EXCLUSIVE" EASEMENTS WILL BE GRANTED TO UTILITY COMPANIES, FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES OVER ALL PRIVATE STREETS SHOWN AS COMMON AREA "A" AND FOUR (4) FEET ALONG ALL PRIVATE STREETS AS A CONDITION TO GRANTING SAID EASEMENTS, THE UTILITY COMPANIES SHALL INFORM THE GRANTOR, DEVELOPER AND/OR THE GOVERNING BODY THAT CONTROLS MAINTENANCE OF SAID COMMON AREAS BEFORE ANY NON-EMERGENCY REPAIRS ARE MADE".
10. THERE ARE NO EXISTING BUILDINGS, WALLS, TANKS, WATER WELLS, LAKES, IRRIGATION CANALS OR DITCHES, OR MAJOR WASHES WITHIN ROBSON RANCH-ARIZONA DEVELOPMENT UNLESS OTHERWISE INDICATED HEREON.

TABLE OF REQUIREMENTS

	BASE ZONING CR-3 REDUCED (RI-6 ELOY) (TRADITIONS SERIES)	VARIATIONS APPROVED RI-6/PAD
MINIMUM LOT AREA	6000 SQ. FT	4950 SQ. FT
YARD REQUIREMENTS & SETBACKS		
FRONT	20 FT	10 FT
REAR	25 FT	10 FT
SIDE	5 FT	5 FT (7' BETWEEN BLDG EAVES)
STREET SIDE (CORNER LOT)	10 FT	10 FT
MINIMUM LOT WIDTH AT SETBACK	6 FT	55 FT
MAXIMUM BUILD HEIGHT (2 STORY)	35 FT	30 FT
MAXIMUM LOT COVERAGE	40%	60%
PARKING SPACE	1 PER UNIT	2 PER UNIT

NOTE:
BUILDING SETBACK LINES ARE MEASURED FROM THE BUILDING WALL. BUILDING EAVES, FIRE PLACES, BAY WINDOWS, AND ARCHITECTURAL FEATURES MAY EXTEND UP TO 2 FEET INTO BUILDING SETBACK LINES.

	BASE ZONING C-2 (GENERAL BUSINESS)	VARIATIONS APPROVED PER P.A.D.
MINIMUM LOT AREA	N/A	N/A
YARD REQUIREMENTS & SETBACKS		
FRONT	15 FT	15 FT
REAR	10 FT	10 FT
SIDE	N/A	N/A
MINIMUM LOT WIDTH AT SETBACK	N/A	N/A
MAXIMUM BUILD HEIGHT (2 STORY)	35 FT	35 FT

PROPOSED ROADWAY WIDTHS

DESIGNATION	PROPOSED R.O.W. WIDTH	PROPOSED PVMT. WIDTH
LOCAL RESIDENTIAL	50'	28'
LOCAL COLLECTOR (SIDEWALK ONE SIDE)	60'	28'
ENTRY ROAD	80'	48'
PUBLIC ROADWAY (HAMILTON DRIVE)	VARIES FROM 40' TO 80'	20' TO 28'
PUBLIC ROADWAY (ARICA STREET)	VARIES FROM 50' TO 100'	24' TO 28'

BASIS OF BEARINGS

BASIS OF BEARINGS: THE BEARING OF SOUTH 00 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 16, T7S, R7E, G&SRM, AS REFERENCED ON THE FINAL PLAT FOR ROBSON RANCH-CASA GRANDE UNIT 4 AS RECORDED IN CABINET F, SLIDE 005, P.C.R.



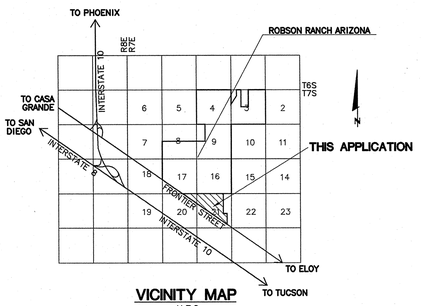
LEGEND

INDICATES SECTION CORNER

INDICATES SUBDIVISION BOUNDARIES

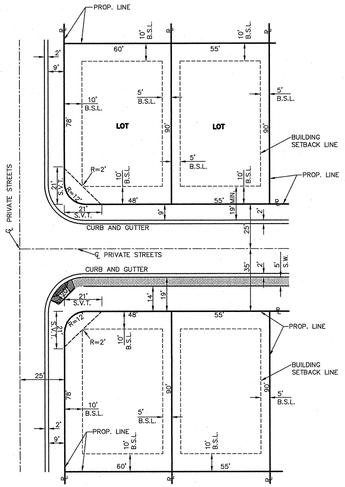
LOCATION MAP

N.T.S.



VICINITY MAP

N.T.S.



TRADITIONS SERIES

TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS SHOWN OTHERWISE)
SCALE: 1"=40'

TYPICAL PUBLIC UTILITY EASEMENTS & MINIMUM BUILDING SETBACK LINES

P.U.E. – INDICATES PUBLIC UTILITY EASEMENT
B.S.L. – INDICATES MIN. BUILDING SETBACK LINE
S.V.T. – SIGHT VISIBILITY TRIANGLE

LAND USE TABLE UNIT 27

GROSS ACREAGE	88.81	ACRES
AREA OF STREETS	18.84	ACRES
AREA OF OPEN SPACE	23.6	ACRES
NET ACREAGE	65.21	ACRES
TOTAL NUMBER OF LOTS	300	LOTS
OVERALL DENSITY	3.38	DU/GROSS AC.
AVERAGE AREA PER LOT	6,733	SF

LAND USE TABLE UNIT 28

GROSS ACREAGE	79.33	ACRES
AREA OF STREETS	12.16	ACRES
AREA OF OPEN SPACE	27.25	ACRES
AREA OF COMMERCIAL	5.77	ACRES
NET ACREAGE	46.31	ACRES
TOTAL NUMBER OF LOTS	232	LOTS
OVERALL DENSITY	2.93	DU/GROSS AC.
AVERAGE AREA PER LOT	6,412	SF

OWNER/DEVELOPER

SUN LAKES-CASA GRANDE DEVELOPMENT, L.L.C
A DELAWARE LIMITED LIABILITY COMPANY
9532 EAST RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE (480) 895-9200

ENGINEER/AGENT

B&R ENGINEERING, INC.
9666 E. RIGGS ROAD SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0799

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS COMPANY
ELECTRICITY	ELECTRICAL DISTRICT NO. 2 AND 4
WATER	PICACHO WATER COMPANY
SEWER	PICACHO SEWER COMPANY
TELEPHONE	QWEST COMMUNICATIONS
POLICE	CITY OF ELOY
FIRE	ELOY FIRE DISTRICT
AMBULANCE	SOUTHWEST AMBULANCE
SCHOOLS	N/A. THIS IS AN ADULT COMMUNITY
SOLID WASTE	CITY OF ELOY
CABLE	WESTERN BROADBAND L.L.C.



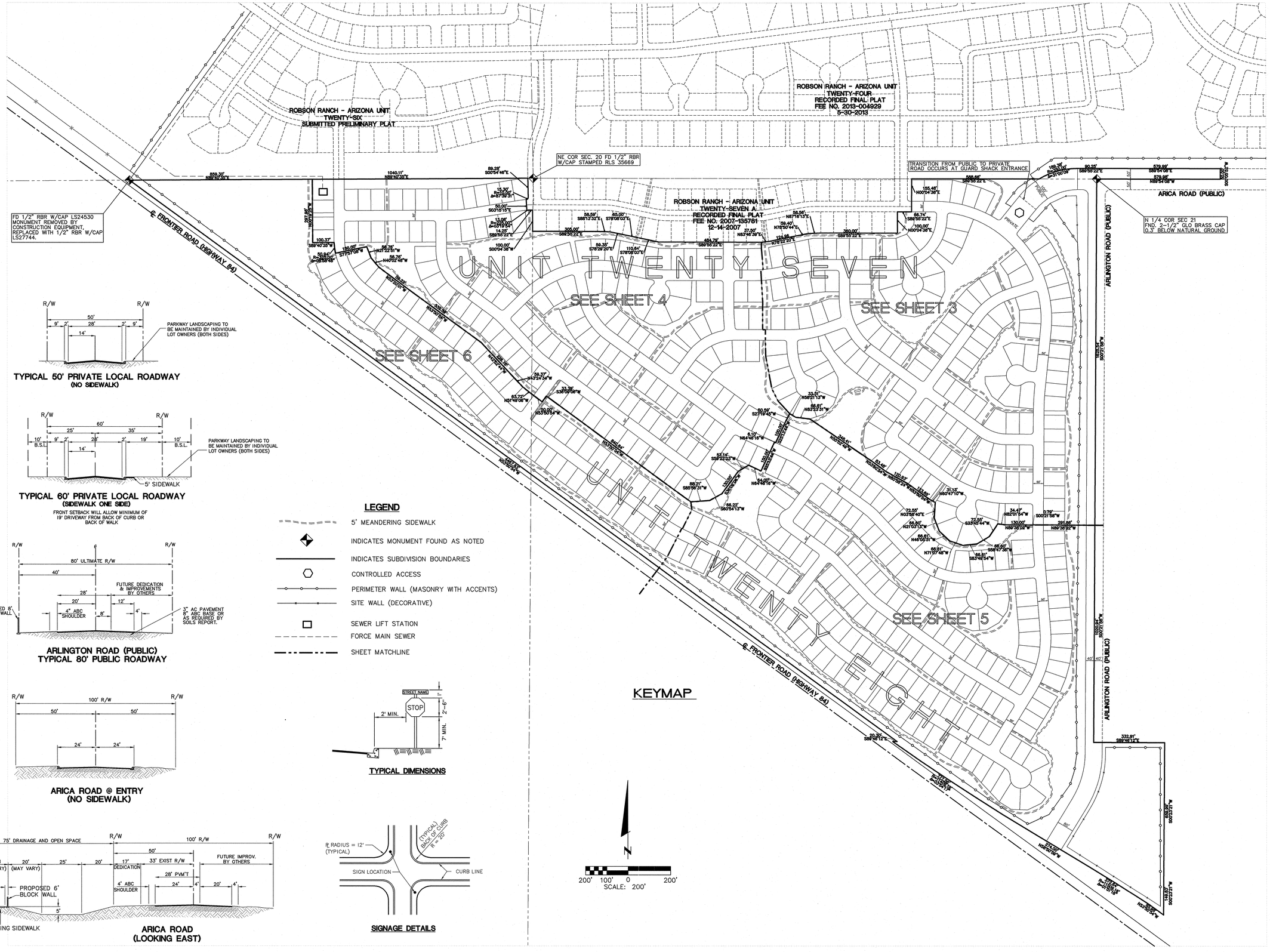
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CIVIL ENGINEERING ● LAND DEVELOPMENT

RR-AZ 27&28 PRELIMINARY PLAT | JOB # 810027,810028 | SHEET 1 OF 6

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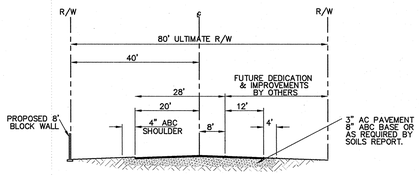
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TYPICAL 50' PRIVATE LOCAL ROADWAY
(NO SIDEWALK)

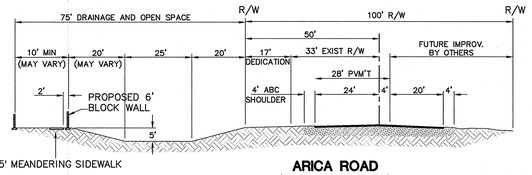
TYPICAL 60' PRIVATE LOCAL ROADWAY
(SIDEWALK ONE SIDE)

FRONT SETBACK WILL ALLOW MINIMUM OF 19' DRIVEWAY FROM BACK OF CURB OR BACK OF WALK



ARLINGTON ROAD (PUBLIC)
TYPICAL 80' PUBLIC ROADWAY

ARICA ROAD @ ENTRY
(NO SIDEWALK)



ARICA ROAD
(LOOKING EAST)

LEGEND

- 5' MEANDERING SIDEWALK
- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SUBDIVISION BOUNDARIES
- CONTROLLED ACCESS
- PERIMETER WALL (MASONRY WITH ACCENTS)
- SITE WALL (DECORATIVE)
- SEWER LIFT STATION
- FORCE MAIN SEWER
- SHEET MATCHLINE

TYPICAL DIMENSIONS

SIGNAGE DETAILS

KEYMAP

ROBSON RANCH ARIZONA

KEYMAP FOR UNITS 27 AND 28

BY	DESCRIPTION	DATE
APPROVED		

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BR ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 810028

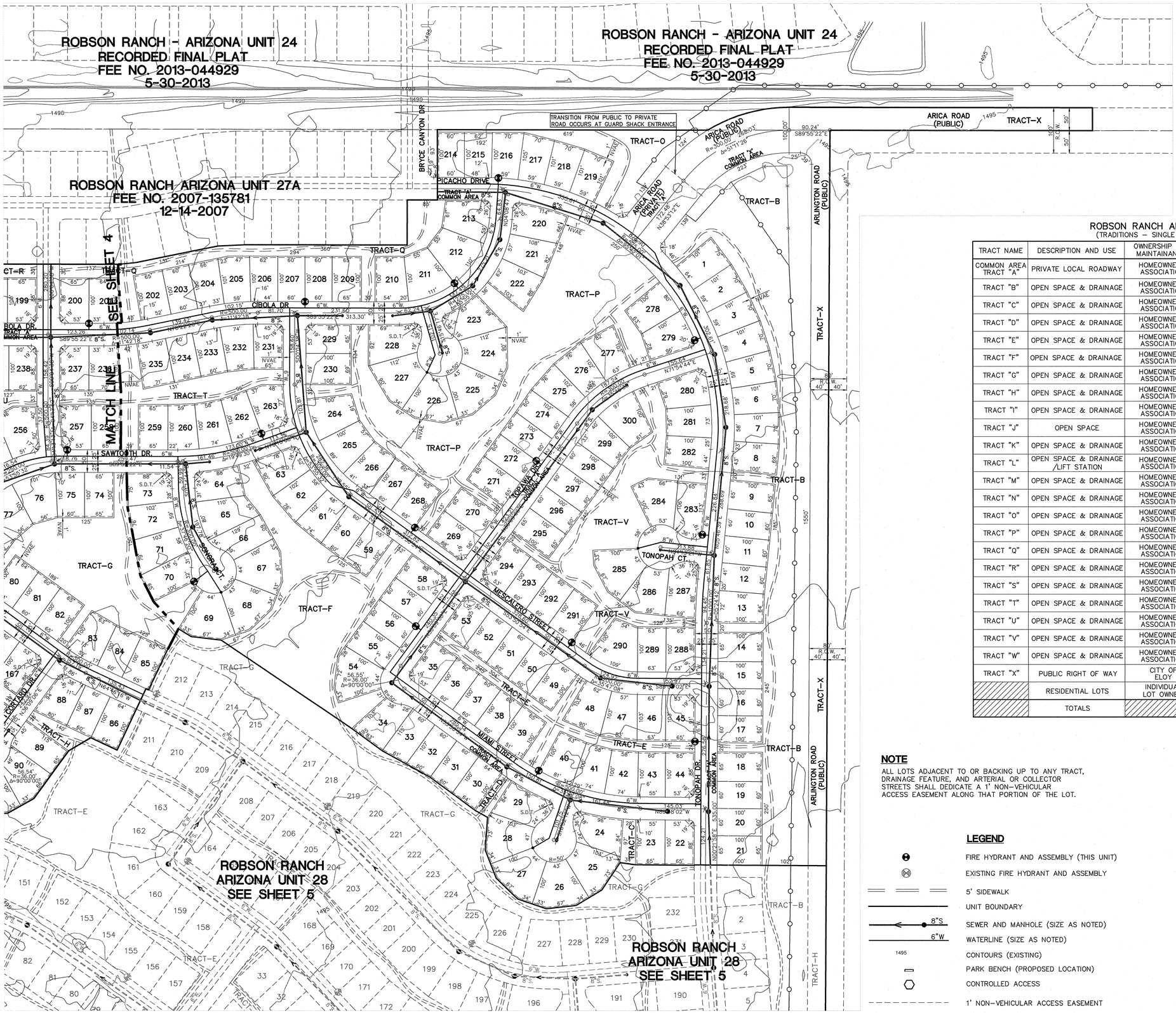
DATE SEPTEMBER, 2013

SHEET 2 OF 6

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DRAWER #

ROBSON RANCH-ARIZONA
PRELIMINARY PLAT
A PLANNED AREA DEVELOPMENT



LAND USE TABLE UNIT 27

GROSS ACREAGE	88.81	ACRES
AREA OF STREETS	18.84	ACRES
AREA OF OPEN SPACE	23.6	ACRES
NET ACREAGE	65.21	ACRES
TOTAL NUMBER OF LOTS	300	LOTS
OVERALL DENSITY	3.38	DU/GROSS AC.
AVERAGE AREA PER LOT	6,733	SF

ROBSON RANCH ARIZONA UNIT 27
(TRADITIONS – SINGLE FAMILY DETACHED)

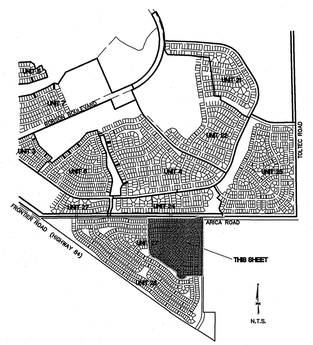
TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6 PAD		16.52
TRACT "B"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		4.45
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.07
TRACT "D"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.06
TRACT "E"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.52
TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.96
TRACT "G"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.49
TRACT "H"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.11
TRACT "I"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.06
TRACT "J"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.03
TRACT "K"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.65
TRACT "L"	OPEN SPACE & DRAINAGE /LIFT STATION	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.22
TRACT "M"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.86
TRACT "N"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.93
TRACT "O"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.75
TRACT "P"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.95
TRACT "Q"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.80
TRACT "R"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.26
TRACT "S"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.28
TRACT "T"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.65
TRACT "U"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.08
TRACT "V"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.37
TRACT "W"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.05
TRACT "X"	PUBLIC RIGHT OF WAY	CITY OF ELOY	R1-6 PAD		2.32
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6 PAD	300	46.37
	TOTALS			300	88.81

NOTE

ALL LOTS ADJACENT TO OR BACKING UP TO ANY TRACT, DRAINAGE FEATURE, AND ARTERIAL OR COLLECTOR STREETS SHALL DEDICATE A 1' NON-VEHICULAR ACCESS EASEMENT ALONG THAT PORTION OF THE LOT.

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8"S — SEWER AND MANHOLE (SIZE AS NOTED)
- 6"W — WATERLINE (SIZE AS NOTED)
- 1495 — CONTOURS (EXISTING)
- PARK BENCH (PROPOSED LOCATION)
- CONTROLLED ACCESS
- 1' NON-VEHICULAR ACCESS EASEMENT



LOCATION MAP

ROBSON RANCH ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY SEVEN

BY	DESCRIPTION	DATE
APPROVED		

© 2006 B & R ENGINEERING

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-25-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 810028

DATE SEPTEMBER, 2013

SHEET 3 OF 6

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DRAWER #

ROBSON RANCH ARIZONA
PRELIMINARY PLAT
A PLANNED AREA DEVELOPMENT

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8"S — SEWER AND MANHOLE (SIZE AS NOTED)
- 6"W — WATERLINE (SIZE AS NOTED)
- 1495 — CONTOURS (EXISTING)
- 1' NON-VEHICULAR ACCESS EASEMENT
- PERIMETER WALL (MASONRY WITH ACCENTS)
- SEWER LIFT STATION
- FORCE MAIN

LAND USE TABLE UNIT 27

GROSS ACREAGE	88.81	ACRES
AREA OF STREETS	18.84	ACRES
AREA OF OPEN SPACE	23.6	ACRES
NET ACREAGE	65.21	ACRES
TOTAL NUMBER OF LOTS	300	LOTS
OVERALL DENSITY	3.38	DU/GROSS AC.
AVERAGE AREA PER LOT	6,733	SF

NOTE

ALL LOTS ADJACENT TO OR BACKING UP TO ANY TRACT, DRAINAGE FEATURE, AND ARTERIAL OR COLLECTOR STREETS SHALL DEDICATE A 1' NON-VEHICULAR ACCESS EASEMENT ALONG THAT PORTION OF THE LOT.

ROBSON RANCH ARIZONA UNIT 27
(TRADITIONS – SINGLE FAMILY DETACHED)

TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6 PAD		16.52
TRACT "B"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		4.45
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.07
TRACT "D"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.06
TRACT "E"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.52
TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.96
TRACT "G"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.49
TRACT "H"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.11
TRACT "I"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.06
TRACT "J"	OPEN SPACE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.03
TRACT "K"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.65
TRACT "L"	OPEN SPACE & DRAINAGE /LIFT STATION	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.22
TRACT "M"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.86
TRACT "N"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.93
TRACT "O"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.75
TRACT "P"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.95
TRACT "Q"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.80
TRACT "R"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.26
TRACT "S"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.28
TRACT "T"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.65
TRACT "U"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.08
TRACT "V"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.37
TRACT "W"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.05
TRACT "X"	PUBLIC RIGHT OF WAY	CITY OF ELOY	R1-6 PAD		2.32
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6 PAD	300	46.37
	TOTALS			300	88.81

ROBSON RANCH ARIZONA UNIT 26
PRELIMINARY PLAT SUBMITTED

ROBSON RANCH ARIZONA UNIT 24
RECORDED FINAL PLAT
FEE NO. 2013-044929
5-30-2013

ROBSON RANCH ARIZONA UNIT 27A
RECORDED FINAL PLAT
FEE NO. 2007-135781
12-14-2007

SEE SHEET 3

MATCH LINE

ROBSON RANCH ARIZONA UNIT 28
SEE SHEET 5

ROBSON RANCH ARIZONA UNIT 28
SEE SHEET 5

FORCE MAIN

TRACT-L

TRACT-M

TRACT-W

TRACT-K

TRACT-R

TRACT-S

TRACT-U

TRACT-G

TRACT-J

TRACT-H

TRACT-E

TRACT-B

BONANZA DR.

PICACHO DRIVE
TRACT A
COMMON AREA

CIBOLA DR.
TRACT A
COMMON AREA

SAWTOOTH DR.

SHIRA ST.

ATLANTIC DR.

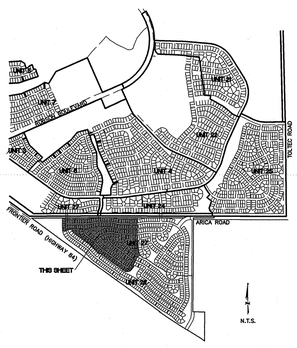
LOOKOUT DR.

FRONTIER ROAD (HIGHWAY 84)

℄

N

100' 50' 0 100'
SCALE: 100'



LOCATION MAP

DRAWER #

BY	DESCRIPTION	DATE
APPROVED		

© 2006 B & R ENGINEERING

ROBSON RANCH ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY SEVEN

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-27-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 810028

DATE SEPTEMBER, 2013

SHEET 4 OF 6

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ROBSON RANCH ARIZONA

PRELIMINARY PLAT FOR UNIT TWENTY EIGHT

DATE	DESCRIPTION	BY	APPROVED

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ROBSON RANCH ARIZONA UNIT 27 SEE SHEET 3

ROBSON RANCH ARIZONA UNIT 27 SEE SHEET 4

MATCHLINE SEE SHEET 6

SHIRA STREET

TOPAWA DR

MONTEZUMA RD

KOKOPAH DRIVE

ATLANTIC DRIVE

PACIFIC DRIVE

ARLINGTON ROAD (PUBLIC)

FRONTIER ROAD (HIGHWAY 84)

TRACT A COMMON AREA

TRACT B

TRACT C

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

ROBSON RANCH – ARIZONA UNIT 28
(TRADITIONS – SINGLE FAMILY DETACHED)

TRACT NAME	DESCRIPTION AND USE	OWNERSHIP AND MAINTAINANCE	BASE ZONING	NUMBER OF DWELLING UNITS	AREA IN ACRES
COMMON AREA TRACT "A"	PRIVATE LOCAL ROADWAY	HOMEOWNERS ASSOCIATION	R1-6 PAD		10.25
TRACT "B"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		19.01
TRACT "C"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.04
TRACT "D"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.05
TRACT "E"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.88
TRACT "F"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		1.89
TRACT "G"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		2.38
TRACT "H"	PUBLIC RIGHT OF WAY	CITY OF ELOY	R1-6 PAD		1.91
TRACT "I"	COMMERCIAL PARCEL	ROBSON RANCH – ARIZONA DEV.	C-2 PAD		5.77
	RESIDENTIAL LOTS	INDIVIDUAL LOT OWNER	R1-6 PAD	232	34.15
	TOTALS			232	79.33

NOTE

ALL LOTS ADJACENT TO OR BACKING UP TO ANY TRACT, DRAINAGE FEATURE, AND ARTERIAL OR COLLECTOR STREETS SHALL DEDICATE A 1' NON-VEHICULAR ACCESS EASEMENT ALONG THAT PORTION OF THE LOT.

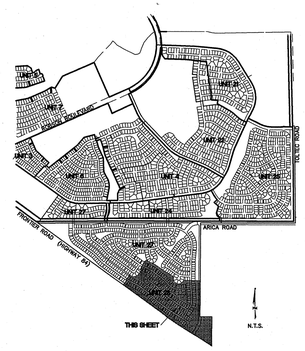
LAND USE TABLE

GROSS ACREAGE	79.33	ACRES
AREA OF STREETS	12.16	ACRES
AREA OF OPEN SPACE & DRAINAGE	27.25	ACRES
AREA OF COMMERCIAL	5.77	ACRES
NET ACREAGE	46.31	ACRES
TOTAL NUMBER OF LOTS	232	LOTS
OVERALL DENSITY	2.93	DU/GROSS AC.
AVERAGE AREA PER LOT	6,412	S.F.

LEGEND

- FIRE HYDRANT AND ASSEMBLY (THIS UNIT)
- EXISTING FIRE HYDRANT AND ASSEMBLY
- 5' SIDEWALK
- UNIT BOUNDARY
- 8"S — SEWER AND MANHOLE (SIZE AS NOTED)
- 6"W — WATERLINE (SIZE AS NOTED)
- 1495 — CONTOURS (EXISTING)
- PERIMETER WALL (MASONRY WITH ACCENTS)
- SITE WALL (DECORATIVE)
- 1' NON-VEHICULAR ACCESS EASEMENT

100' 50' 0 100'
SCALE: 100'



LOCATION MAP

B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT 9/14/2006 9:08:04 AM LMST

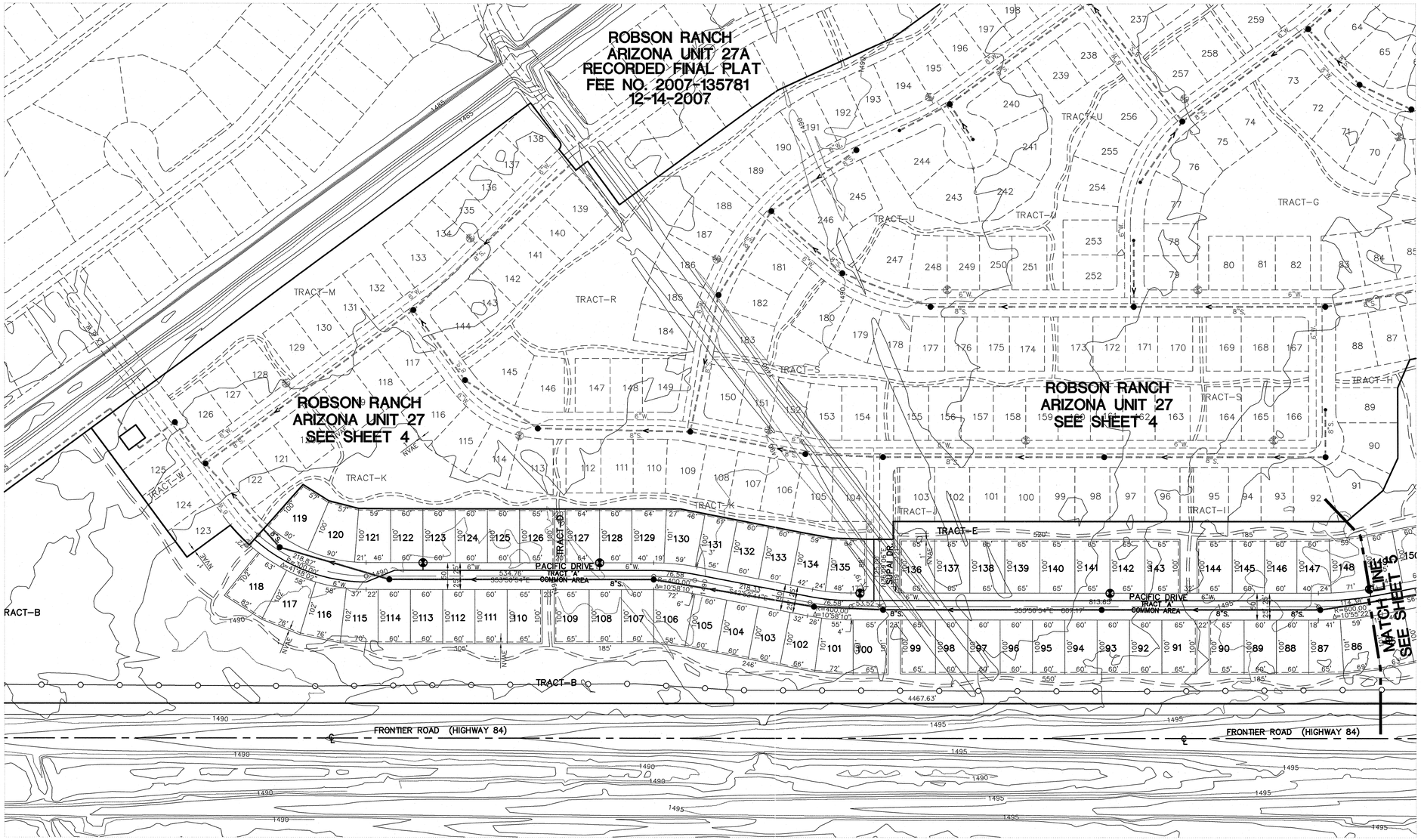
DESIGN	CHECKED
LMC	JEF
DRAWN	APPROVED
RLP	MAM

Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO.	810028
DATE	SEPTEMBER, 2013
SHEET	5 OF 6

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DRAWER #



ROBSON RANCH – ARIZONA UNIT 28

(TRADITIONS – SINGLE FAMILY DETACHED)

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TRACT "D"	OPEN SPACE & DRAINAGE	HOMEOWNERS ASSOCIATION	R1-6 PAD		0.05
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	TOTALS			232	79.33

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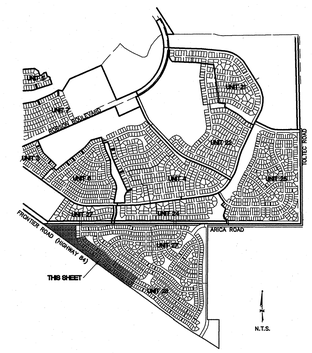
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- UNIT BOUNDARY
- 8"S — SEWER AND MANHOLE (SIZE AS NOTED)
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- 1495 — CONTOURS (EXISTING)
- PERIMETER WALL (MASONRY WITH ACCENTS)
- SITE WALL (DECORATIVE)
- 1' NON-VEHICULAR ACCESS EASEMENT

100' 50' 0 100'
SCALE: 100'



LOCATION MAP

DRAWER #

ROBSON RANCH ARIZONA
PRELIMINARY PLAT FOR UNIT
TWENTY EIGHT

DATE	DESCRIPTION	BY	APPROVED

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B&R ENGINEERING INC.
9666 E. RIGGS RD. SUITE 118
SUN LAKES, ARIZONA 85248
PHONE: (480) 895-0799

CIVIL ENGINEERING @ LAND DEVELOPMENT

DESIGN	CHECKED
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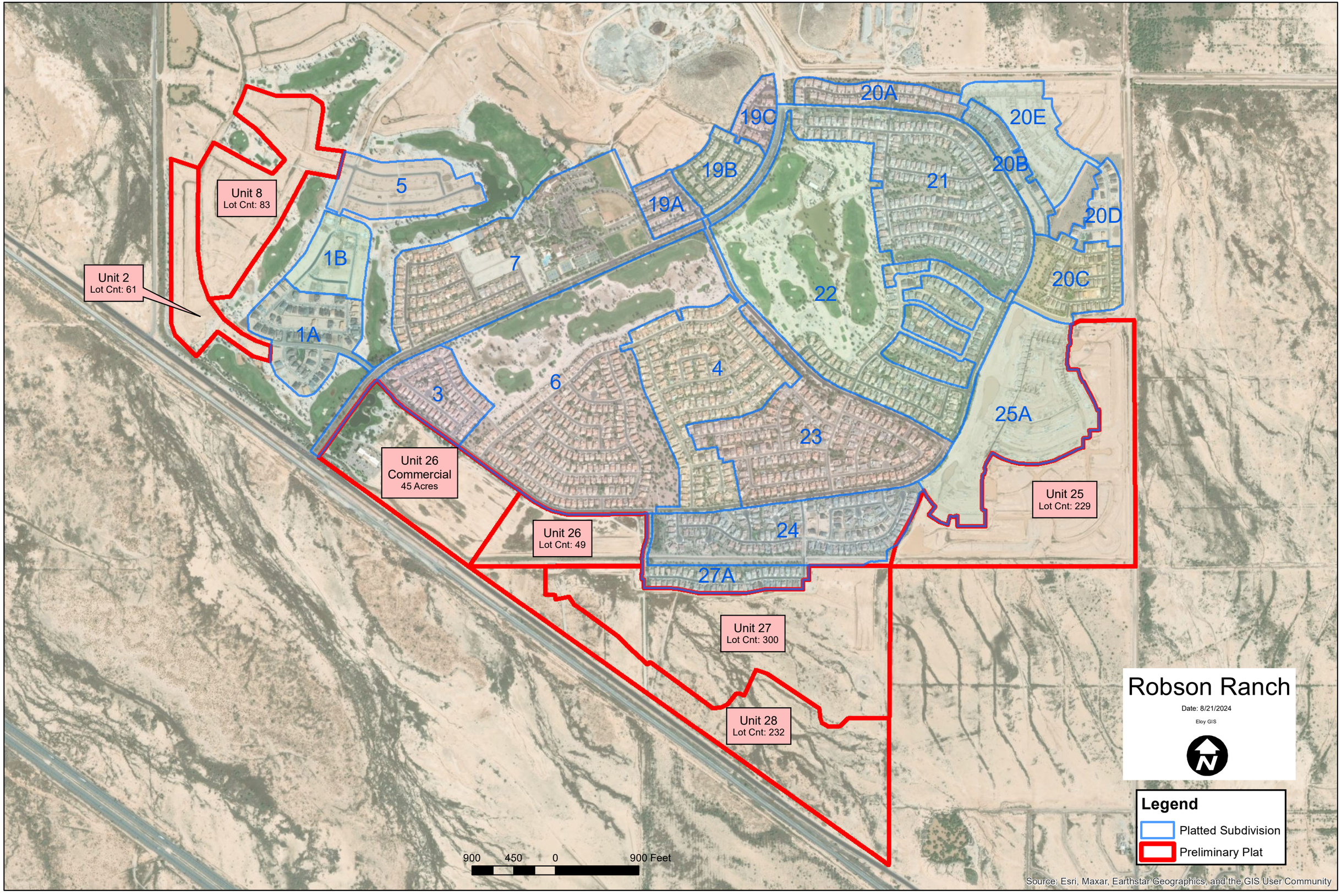
Registered Professional Engineer
52743
MARK A. MALONEY
Date Signed 9-24-13
ARIZONA, U.S.A.
Expires 09/30/2014

JOB NO. 810028

DATE SEPTEMBER, 2013

SHEET 6 OF 6

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Unit 8
Lot Cnt: 83
Unit 2
Lot Cnt: 61
Unit 26
Commercial
45 Acres
Unit 26
Lot Cnt: 49
Unit 27
Lot Cnt: 300
Unit 28
Lot Cnt: 232
Unit 25
Lot Cnt: 229
1A
1B
3
4
5
6
7
19A
19B
19C
20A
20B
20C
20D
20E
21
22
23
24
25A
27A
900 450 0 900 Feet
Robson Ranch
Date: 8/21/2024
Eloy GIS
Legend
Platted Subdivision
Preliminary Plat
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.F.
Date: 6/22/2026

Date submitted: 06/12/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Approval of an Intergovernmental Agreement (IGA) Between the City of Eloy and Pinal County for Participation in the Annual Pinal County Safety Roadeo**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:
Staff recommends that the City Council approve the Intergovernmental Agreement (IGA) between the City of Eloy and Pinal County authorizing City of Eloy employees to participate in the annual Pinal County Safety Roadeo.

DISCUSSION:
Pinal County annually hosts the Safety Roadeo, a regional training and skills competition designed to promote the safe operation of heavy equipment, vehicles, and public works equipment. The event provides participants with opportunities to demonstrate and improve their skills through a variety of practical exercises and safety-focused competitions.

The Safety Roadeo includes equipment operation events involving backhoes, loaders, graders, and dump trucks, as well as non-equipment safety competitions such as vehicle backing, sign installation, slips/trips/falls prevention, and blood-borne pathogen response. The event serves as a valuable training opportunity that reinforces safe work practices, encourages professional development, and promotes a culture of safety among public works professionals.

The City of Eloy has participated in the Safety Roadeo for many years and has found the event to be beneficial in enhancing employee safety awareness, operational proficiency, and teamwork. Participation also provides employees with the opportunity to network and exchange best practices with public works professionals from throughout Pinal County.

Pursuant to the attached Intergovernmental Agreement, participating agencies must ensure that employees possess the appropriate licenses, certifications, and training necessary to operate the equipment they will use during the event. The agreement further establishes the rights and responsibilities of both Pinal County and participating agencies related to employee participation, insurance, indemnification, and event registration requirements.

Pinal County requires all governmental entities participating in the Safety Roadeo to have an executed Intergovernmental Agreement in place. Approval of this agreement will allow City of Eloy employees to participate in the Safety Roadeo scheduled for the fall of 2026, availability permitting.

FISCAL IMPACT:

Pinal County establishes the annual registration fee for Safety Roadeo participants. Registration fees for FY 2026-2027 have not yet been released; however, the registration fee has been $40 per participant for the past several years.

Registration fees for participating City employees will be paid from each division's approved operating budget. Sufficient budget capacity exists within the applicable Travel and Training General Ledger accounts, and no additional funding is requested.

Approved as to Form:



Stephen R. Cooper, City Attorney

INTERGOVERNMENTAL AGENCY AGREEMENT (IGA)
FOR
PARTICIPATION IN PINAL COUNTY'S ANNUAL SAFETY ROADEO

This Intergovernmental Agreement (this "**Agreement**" or "**IGA**") is entered into by and between Pinal County, a political subdivision of the State of Arizona ("**PINAL**"), and City of Eloy, a political subdivision of the State of Arizona (the "**PARTICIPATING AGENCY**"). PINAL and the PARTICIPATING AGENCY are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, PINAL conducts an annual "Safety Roadeo" event with the purpose of promoting the safe operation of heavy equipment and machinery by PINAL employees through various fun and challenging tests designed to evaluate an operator's skills and knowledge; and,

WHEREAS, PINAL may have the capacity to accommodate additional participants in the Safety Roadeo and may allow qualified employees from other agencies within the State of Arizona to participate in the Safety Roadeo; and,

WHEREAS, the PARTICIPATING AGENCY has a desire for its employee(s) to participate in the Safety Roadeo when availability permits; and,

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the Parties are authorized to enter into agreements for purposes contemplated herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose of IGA**. Through this IGA, the Parties intend to create a mechanism for employees of the PARTICIPATING AGENCY to participate in PINAL's annual Safety Roadeo and to establish the Parties' rights and responsibilities in relation thereto.

2. **Qualifications of Participating Employees**. The PARTICIPATING AGENCY shall permit only qualified employees to attend and participate in the Safety Roadeo. In order to qualify, the employee must:

    a. Have a valid Arizona Driver's License AND all permits, licenses and/or training necessary to operate the equipment or machinery the employee will operate during the Safety Roadeo. and,

    b. Complete and sign the annual registration form provided by PINAL including verification by the employee's supervisor that the employee has met and is current with all training and licensing requirements for operating the equipment or machinery the employee will operate at the Safety Roadeo.

3. **Denial or Disqualification of Participation**. PINAL may, in its sole discretion, deny participation or disqualify any PARTICIPATING AGENCY employee who PINAL determines is not in compliance with all applicable training and/or licensing requirements; who fails to maintain compliance with all state and federal laws governing the operation of such equipment or

machinery; or who fails to act in a safe and a professional manner as determined by PINAL in its sole discretion.

4. **Indemnification**.

    a. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party, its officers, officials, agents, employees or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter individually referred to as a "Claim" or collectively as "Claims") arising out of or relating to actions taken in performance of this Agreement to the extent that such Claim or Claims is/are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this paragraph, the Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to subsection (b) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

    b. In the event that a Claim, arising from or relating to the activities provided for in this IGA, is made against any Party for acts or omissions of any of its departments, agents, officers, officials, employees, or volunteers, it is the intent of the Parties to cooperate fully in the defense of said Claim and to cause their insurers to do likewise, to the extent practicable.

    c. The obligations under this paragraph 4 (Indemnification) shall survive termination or cancellation of this Agreement.

5. **The Manner of Financing the Joint or Cooperative Undertaking and of Establishing and Maintaining a Budget for the Undertaking**. The PARTICIPATING AGENCY shall pay PINAL for The PARTICIPATING AGENCY employees' participation in the Safety Roadeo each year. The cost for participating may vary and is set forth on the annual registration form. Registration forms must be submitted and payment must be made prior to the date of the event in order for the PARTICIPATING AGENCY's employees to participate. Each Party shall be responsible for maintaining its own budget for the activities contemplated by this Agreement.

6. **Insurance**. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its officials' operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.

7. **Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

8. **Duration and Termination**. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

9. **Property Disposition**. The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this IGA.

10. **Notices**. Unless otherwise specified herein, all notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery, or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested. Notice shall be sent to the following:

If to City of Eloy:

Public Works Department

1137 W. Houser Rd.

Eloy, AZ 85131

If to Pinal County:

Pinal County Development Services/Public Works
P.O. Box 749
Florence, AZ 85132

11. **Compliance with Laws and Policies.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

12. **Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

13. **Non-Discrimination and Compliance with Civil Rights.** In the performance of this Agreement, the Parties agree to comply with all existing federal, state, and local laws, rules, policies, and executive orders relating to equal opportunity and nondiscrimination and nondiscriminatory use of federal and state funds, including flow down of all provisions and requirements to any subcontractors, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin (including limited English proficiency), ancestry, age, disability, military service or veteran status, or marital status, specifically including, but not limited to, applicable provisions of: A.R.S. Title 41, Chapter 9 (Civil Rights); State Executive Orders: 75-5,

2003-22, 2009-09, and 2023-01; Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and implementing regulations at 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and implementing regulations at 31 CFR part 28; the Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and implementing regulations at 31 CFR part 23; and 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.

14. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement.

15. **No Joint Venture.** Except as may be required by law, it is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. **Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

17. **Cancellation**. The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

18. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

19. **Entire Agreement**. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variant of the terms and conditions of this Agreement shall be valid unless made in writing and signed by both Parties.

20. **Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

21. **Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

22. **Dispute Resolution**. If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, any claim or action resulting from such dispute shall be brought in the Pinal County Superior Court in Florence, Arizona. Notwithstanding the foregoing, pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be decided by an arbitrator or arbitrators if the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted by the Pinal County Superior Court under A.R.S. § 12-133.

23. **Waiver of Jury Trial**. The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

24. **Relationship of the Parties.** Except as may otherwise be required by law, each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

25. **Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

26. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

27. **Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it

will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR PINAL COUNTY:

By:_____
Chair
Pinal County Board of Supervisors

_____
Date

ATTEST:

By:_____
Clerk of the Board

FOR CITY OF ELOY:

By:_____
Mayor
Andrew Sutton

_____
Date

ATTEST:

By:_____
Clerk of the Board

LEGAL REVIEW

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority of each Party.

PINAL COUNTY:

By:_____

_____
Print Name
Deputy Pinal County Attorney

CITY OF ELOY:

By:_____

Stephen R. Cooper
Print Name
City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.A.

Date: 6/22/2026

Date submitted: 06/11/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Authorization to Utilize Sourcewell Contract #040825-CAM with Core & Main for the Purchase and Installation of a FlexNet M420B Base Station for the City's Advanced Metering Infrastructure (AMI) System**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:

Staff recommends that the City Council authorize the utilization of Sourcewell Contract #040825-CAM with Core & Main for the purchase and installation of a Sensus/Xylem FlexNet M420B Base Station, including first-year protection plan and installation services, in an amount not to exceed $70,000. Staff further recommends authorizing the City Manager to execute all necessary agreements and related documents.

DISCUSSION:

The City of Eloy currently utilizes a Sensus Advanced Metering Infrastructure (AMI) system to remotely collect water meter readings throughout the community. The existing FlexNet Base Station, which serves as the primary communication hub for the City's AMI network, is approximately fifteen (15) years old and has reached the end of its useful life.

Over the past several months, the existing base station has experienced increasing reliability issues due to the deterioration of its cooling system and aging equipment. As a result, the system has experienced interruptions in communication with field endpoints, requiring Water Division staff to manually read a significant number of water meters each month. The City currently maintains approximately 3,400 active water meters, and it is not uncommon for upwards of 200 meters or more to require manual reading during monthly billing cycles due to communication failures.

The proposed project includes the purchase and installation of a new Sensus/Xylem M420B FlexNet Base Station, including a one-year protection plan and installation services by Core & Main. The M420B FlexNet Base Station serves as the communication backbone of the City's AMI system and provides reliable two-way communication between water meters and the utility billing system. The upgraded system utilizes licensed radio spectrum, includes battery backup capabilities, alarms and reporting functions, and is specifically designed for Advanced Metering Infrastructure (AMI) applications. The new unit does not require air conditioning and

provides improved reliability and resiliency compared to the existing equipment.

Replacement of the base station is critical to maintaining the functionality of the City's existing AMI system and improving the efficiency of meter reading operations. Installation of the new equipment will reduce the need for manual meter reading, improve billing accuracy, reduce staff time spent collecting readings in the field, and enhance the overall reliability of the City's water metering infrastructure.

Staff proposes utilizing Sourcewell Contract #040825-CAM with Core & Main, a competitively solicited cooperative purchasing contract that includes water metering and AMI infrastructure solutions. Utilizing the cooperative contract ensures compliance with procurement requirements while providing favorable pricing and expedited project delivery.

Core & Main has provided a proposal that includes one M420B FlexNet Base Station with first-year protection plan and installation at the City's prepared site. The quoted cost is $64,845.70, including applicable taxes.

FISCAL IMPACT:
The total project cost shall not exceed $70,000, allocated as follows:

Core & Main Proposal: $64,845.70
City Contingency: $5,154.30

Although this project was not specifically identified during the FY 2025-2026 budget development process, sufficient budget capacity exists within the Water Fund due to the payoff of prior loans and bond obligations. No additional appropriation is required.

Approved as to Form:



Stephen R. Cooper, City Attorney

Bid Proposal for City Of Eloy AMI Transition Phase 1 June 2026

CUSTOMER

CITY OF ELOY
628 N MAIN ST
ELOY, AZ 85131

Job
City Of Eloy AMI Transition Phase 1 June 2026
Eloy, AZ
Pinal County
Bid Date: 06/30/2026 12:00 pm
Bid #: 4984278

CONTACT

Sales Representative
Frank Howe
(M) 520-990-4168
(T) 520-624-7180
Frank.Howe@coreandmain.com

Core & Main
2425 W. Curtis Road
Tucson, AZ 85705
(T) 5207450561

NOTES

Secondary Contact:
Matthew Roeder
Sr. Sales Manager
(602) 316-3682
matthew.roeder@coreandmain.com

SOURCEWELL AGREEMENT 040825-CAM

Bid Proposal for City Of Eloy AMI Transition Phase 1 June 2026

CITY OF ELOY
Job Location: Eloy, AZ
Bid Date: 06/30/2026 12:00 pm
Core & Main Bid #: 4984278

Frank Howe
Mobile: 520-990-4168
Phone: 520-624-7180
Frank.Howe@coreandmain.com

Seq#	Qty	Description	Units	Price	Ext Price
10		**ELOY WATER TOWER TGB**			
20	1	M420B W/SPM-900 WITH	EA	38,100.00	38,100.00
		M420 PROTECTION PLAN YEAR 1			
40	1	M420 INSTALL AT PREPARED SITE	EA	23,000.00	23,000.00
				SUBTOTAL	**61,100.00**
				Sub Total	**61,100.00**
				Tax	3,745.70
				Total	**64,845.70**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

xylem

Data Sheet
ADS-10023-02

M420B FlexNet Base Station

Compact Point-to-Multipoint Base Station



Small Footprint
Flexible pole or wall-mounting options enable strategic deployment with a discreet appearance.

Features

- GPS receiver for time synchronization
- Duplexer for single antenna
- IP-addressable power supply with hot-swap capability
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP
- Heated battery for cold weather environments
- Modular construction for easy serviceability

The Sensus FlexNet® M420B Base Station offers a strategic communications option for public service providers with endpoints deployed in remote or densely populated areas.

The efficient transceiver can transmit and receive in a 250kHz band of spectrum. 250kHz enables more dedicated channels, resulting in higher network capacity, allowing more granular data and more channels of data. The Sensus FlexNet communication network delivers eight times the transmit power of competitive systems over primary-use licensed spectrum – ensuring reliability for mission critical applications.

The architecture enables reliable communication of status and usage information with fewer access points than other network architectures. These compact, efficient base stations fit in space-constrained environments and require no air conditioning.

Licensed Radio Spectrum

In North America, FCC/ISED protected primary-use spectrum avoids competition with other wireless services, interference from other radio devices and the risk of being taken over by emergency service providers.

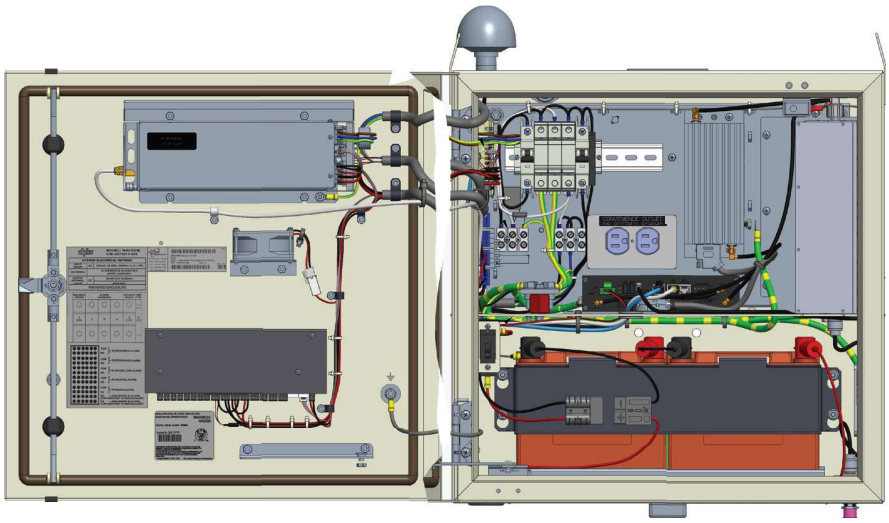
Fewer Access Points

Our point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas – greatly reducing the number of network backhaul connections as well as O&M costs.

Resilient Network Design

Sensus Base Stations continue to provide real time data during outages and emergencies because of eight hour plus battery backup – enabling better workforce management and faster service restoration.

sensus
xylem



Applications

- Two-way Advanced Meter Infrastructure (AMI)
- Distribution Automation (DA)
- Demand Response (DR)
- Home Area Networks (HAN)
- RNI 4.x or newer
- NCS 2.x
- Unified 3.x
- Micro Grid and Grid Edge

Properties

Receive bandwidth	250 KHz
Transceivers	Single
Spectrum	Licensed 900 MHz PCS/MAS
Duplexing	Thirty-two receivers
Applications	Single
Expandability	No
Compatibility	SNMP
FlexNet	RNI 4.x or newer, Unified 3.x or newer, NCS 2.x or newer

Enclosures - Outdoor - Pole/Wall Mount

Height	22” (55.9 cm)
Width	22” (55.9 cm)
Depth	10.5” (26.7 cm)
Weight	150 lbs. (approx.)
Capacity	One transceiver
Temperature	-40° to +122° F (-40° to +50° C)
Voltage	120 VAC
Battery backup	8 hours
NEMA rating	4
Air conditioned	No

Xylem
639 Davis Drive
Morrisville, NC 27560

Tel +1 800.638.3745
xylem.com

xylem.com/sensus

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ADS-10023-02

Core and Main

Water, sewer, storm, and AMI infrastructure solutions

#040825-CAM

Maturity Date: 10/2/2029

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 040825-CAM gives access to the following types of goods and services:

- Water metering and AMI solutions- commercial and residential water meters, radios, and AMI collectors
- Metering installation service- project management, appointment scheduling, and inventory management
- Meter boxes, lids, and accessories
- Software solution- MDM software, work order/asset management, analytics and reporting, and customer portal
- Advanced monitoring solutions- sewer flow, storm, and water distribution monitoring
- Water distribution and transmission- ductile iron, PVC, HDPE pipe, fittings, valves, hydrants, and service brass
- Sanitary sewer and wastewater collection- sewer pipe, manholes, cleanouts, lift stations, and accessories
- Stormwater management products- drainage pipe, catch basins, grates, inlets, headwalls, culverts, etc.
- Fire protection infrastructure- fire service piping and fittings, backflow preventers, post indicator valves, etc.
- Acoustic leak detection and monitoring
- Collection system inspections/surveys

locate your local dealer or representative (nongovernment site)

Find a Branch - Core & Main

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

MASTER AGREEMENT # 040825
CATEGORY: Water Collection and Control Products for Community Infrastructure
SUPPLIER: Core and Main, LP

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Core and Main, LP, 1830 Craig Park Court, St. Louis, MO 63146 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 2, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 040825 to Participating Entities. In Scope solutions include:

   1. **Category 1A:** For **United States *only*** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
      a. Culverts;
      b. Manholes and covers;
      c. Piping and valves; and,
      d. Equipment, technologies, and services directly related to turnkey solutions a.-c. above.

   2. **Category 1B**. For ***both*** **United States and Canada** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
      a. Aerators and storage tanks; and,
      b. Equipment, technologies, and services directly related to turnkey solutions in a. above.

   Category 1 responders **MAY** include **Category 2** temporary dams, water barriers and related solutions for both United States and Canada contract use in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

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11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship to the extent of and subjet to the limitations in the applicable manufacturer's warranty. Supplier shall pass trhough all manufacturers' warranties to the Participating Entity. As a distributor, Supplier disclaims all other warranties, including implied warranties of merchantability and fitness for purpose.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions, which shall apply to the extend disclosed to and agreed by Supplier prior to execution of any agreement between Supplier and Participating Entity. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list

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applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

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by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

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grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

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xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

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3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

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utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

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16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured

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under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection,

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acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/2/2025 | 7:14 PM CDT

Core and Main, LP

Signed by:
Josh Ordway
A824358F379E4B8...

By: _____
Josh Ordway
Title: Senior Sales Manager

Date: 10/2/2025 | 3:08 PM CDT

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RFP 040825 - Water Collection and Control Products for Community Infrastructure

Vendor Details

Company Name:	Core and Main, LP
Does your company conduct business under any other name? If yes, please state:	No
Address:	1830 Craig Park Court St. Louis, MO 63146
Contact:	Josh Ordway
Email:	joshua.ordway@coreandmain.com
Phone:	315-720-0671
HST#:	03-0550887

Submission Details

Created On:	Thursday February 20, 2025 16:19:52
Submitted On:	Tuesday April 08, 2025 12:02:59
Submitted By:	Morgan Basinger
Email:	morgan.basinger@coreandmain.com
Transaction #:	3a217fda-a2f9-4d7b-86c1-113e1a5fdf67
Submitter's IP Address:	147.243.183.48

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Core & Main, LP	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of an award, Core & Main will execute the master agreement with Sourcewell and serve as the responsible supplier in the United States. Core & Main's sales representatives function as an extension of our waterworks and metering solutions team. They cover designated territories and accounts, providing expertise and support while facilitating the sale of Core & Main's infrastructure solutions, metering products, and related services. For financed solutions, Core & Main may assist participating entities in accessing financing options through our network of financial partners or affiliates, based on their needs.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 4NHU9 Unique Entity ID: SAM.GOV – YXNPHTHLB8R6	*
5	Provide your NAICS code applicable to Solutions proposed.	423720 – PLUMBING AND HEATING EQUIPMENT AND SUPPLIES (HYDRONICS) MERCHANT WHOLESALERS* (Primary) 332996 – FABRICATED PIPE AND PIPE FITTING MANUFACTURING 423390 – OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS	
6	Proposer Physical Address:	1830 Craig Park Court (This is also our corporate headquarters) St. Louis, MO 63146	*
7	Proposer website address (or addresses):	www.Coreandmain.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Authorized Representative: Josh Ordway Title: Senior Sales Manager Address: 2748 Hiltonwood Rd, Baldwinsville, NY 13027 Email: Joshua.ordway@coreandmain.com Phone: 315-720-0671	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Addresss: Joshua.ordway@coreandmain.com Mobile: 315-720-0671 Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Address: Joshua.ordway@coreandmain.com Mobile: 315-720-0671	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Core & Main LP "Core & Main" was built on the foundation of over 80 legacy companies, including HD Supply Waterworks Ltd. (2006-2017) and Hughes Supply Water & Sewer, Ltd. (est. 2004) and branded as Core & Main in 2017. The company holds a leading market position in the United States for water, sewer, storm drain, and fire protection products. These products are integral to building, repairing, and maintaining water and wastewater systems, serving as part of the basic municipal infrastructure required to support population and economic growth, including and commercial construction. Core & Main has over 5,500 employees across 48 states and more than 350 locations. Core Values: - Team members are considered family. - Honesty and integrity guide the company's actions. - Everyone in the organization contributes to sales. - Industry, technical, and local expertise are valued. - The company is action-oriented and accountable. - The focus is on growth. Business Philosophy: Core & Main is committed to providing local expertise, service, and products nationwide to build innovative solutions for water, wastewater, energy, and fire protection. The company invests in the development and well-being of its people, emphasizing strong relationships for strong communities. Industry Longevity: Core & Main, through its legacy companies, has been part of the waterworks distribution industry for several decades, providing solutions that meet the evolving needs of municipalities and utilities across the United States. The company continues to drive innovation in metering and infrastructure solutions.	*
12	What are your company's expectations in the event of an award?	In the event of an award, Core & Main anticipates expanding this contract year over year throughout its term. The details and parameters of the contract will be communicated across our extensive network of over 350 branches throughout the United States. Core & Main will provide comprehensive training to our U.S.-based field sales teams, equipping them with the knowledge and tools to effectively incorporate this Sourcewell contract into their sales processes. If an existing customer in either the U.S. is not already a Sourcewell member, we will proactively work with them to highlight the advantages of membership, ensuring they fully understand the benefits and opportunities available. Additionally, we will encourage all branch sales team members to participate in Sourcewell-led training sessions, allowing them to gain direct insights from Sourcewell experts on how to position the strength of this contract effectively. Our approach will also include the development of printed materials, digital resources, email campaigns, and an active presence at local and regional trade shows in collaboration with Sourcewell to maximize awareness and engagement. With a strong foundation in infrastructure solutions, Core & Main continues to experience growth across our product and service lines. We will leverage Sourcewell's expertise and our nationwide presence to further expand our reach, strengthen our utility solutions offerings, and provide long-term value to customers across the United States.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Core & Main, Inc. is a publicly traded company that indirectly owns Core & Main LP, the operating company. C&M, Inc. does report on the financials and operations of C&M LP in its annual reports and other SEC filings.	*

14	What is your US market share for the Solutions that you are proposing?	Estimated at 17% market share for waterworks Core & Main is a leading distributor in the waterworks industry, offering products and services essential for water, wastewater, storm drainage, and fire protection infrastructure. As of fiscal year 2024, the company reported net sales of approximately $7.44B, reflecting its significant presence in the market. The waterworks distribution market is notably fragmented, presenting opportunities for consolidation and market share expansion. Core & Main's strategic focus on mergers and acquisitions has positioned it to capitalize on these opportunities, enhancing its market share through targeted growth initiatives. In the metering solutions sector, Core & Main has demonstrated robust growth. For instance, in the second quarter of fiscal 2024, the company's meter initiative achieved a 48% growth, outpacing general market trends. This growth underscores Core & Main's commitment to advancing smart metering technologies and expanding its footprint in this segment. Overall, Core & Main's strategic initiatives and performance metrics highlight its leadership and growing influence in both the waterworks distribution and metering solutions markets.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Unknown.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Core & Main has never sought bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Core & Main LP is best described as a leading distributor of water, sewer, storm drain, and fire protection products. Core & Main operates as a leading specialized distributor of water, wastewater, storm drainage, and fire protection products, collaborating closely with various manufacturers to deliver these essential products and services. Specific details of written authorization agreements between Core & Main and its manufacturers cannot be publicly disclosed, however, the company's extensive operations and numerous acquisitions prove established and authorized distribution relationships	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	When selecting a company to provide waterworks and metering solutions for your members, you want a proven industry leader—one that is responsible, experienced, and staffed with knowledgeable professionals who can help you make the best decisions for your infrastructure needs. Core & Main is a trusted partner in the industry, with a nationwide network of experts who maintain all necessary licenses and certifications across all jurisdictions in the United States. Core & Main is legally qualified and holds the appropriate licenses and registrations to conduct business in all 50 U.S. states. Additionally, we have an extensive network of licensed and registered subcontractors who consistently partner with us to ensure seamless project execution, timely delivery, and the highest quality standards. With Core & Main, Sourcewell members benefit from the dedication of a local team of professionals combined with the regional and national experience of an industry leader in waterworks, metering, and infrastructure solutions. All projects and products supplied by Core & Main and its vendors will be designed and implemented in accordance with all relevant codes, standards, and industry best practices, including national, state, and local regulations. Core and Main and its vendors adhere to standards set forth by recognized authorities such as the American Water Works Association (AWWA), the National Fire Protection Association (NFPA), and other governing bodies to ensure compliance and operational efficiency. Our dedicated full-time project managers have expertise in local codes and regulations because they are based in the communities they serve and undergo continuous training to stay up to date with the latest industry practices. As direct Core & Main employees, they provide single-source accountability, ensuring each project is delivered successfully, on time, and within budget. Additionally, our team members hold licenses, certifications, and accreditations from various professional organizations. These credentials indicate proven expertise in waterworks, metering, network-as-a-service (NaaS), and other related fields. Many of these certifications, such as underground utilities contractor licenses, require years of industry experience and rigorous examinations. By maintaining these credentials through ongoing education and training, our employees ensure they stay ahead of industry trends and evolving standards. Company Certifications and Memberships: Design-Build Institute of America (DBIA) Certification: As of April 2021, Core & Main had 12 associates who earned the nationally recognized Associate Design-Build Professional™ certification from the DBIA, demonstrating the company's commitment to design-build best practices. Industry Associations: Core & Main is affiliated with several key industry organizations, including: American Water Works Association (AWWA): An international, nonprofit, scientific, and educational society dedicated to providing total water solutions and ensuring the effective management of water. National Association of Water Companies (NAWC): An organization dedicated to helping close the information gap by serving as a credible resource for anyone seeking information about water issues and the solutions available through the private water sector. Water Collaborative Delivery Association (WCDA): A not-for-profit corporation established as an educational industry advocate for the value of collaborative delivery methods for water and wastewater infrastructure projects. Individual Licenses and Certifications: Professional Engineer (PE) Licenses: Indicating proficiency in engineering principles and practices. Project Management Professional (PMP) Certifications: Demonstrating expertise in project management methodologies. LEED Accredited Professional (LEED AP): Signifying knowledge in green building practices and principles. These certifications and affiliations underscore Core & Main's dedication to maintaining industry standards and delivering quality services in the waterworks sector.

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Core & Main is not aware of any instance where it has been debarred or suspended by a federal, state, or local government or quasi-government agency. However, given the size and scope of Core & Main's operations across the United States, we cannot state with absolute certainty that no such actions have ever occurred. That said, Core & Main is committed to maintaining strong relationships with public sector customers and, when faced with execution challenges, we work diligently to address and resolve any issues in a timely and effective manner to ensure compliance and customer satisfaction.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Several publications and organizations have recognized Core & Main as an industry leader through various awards and acknowledgments: 1. Training Magazine's Training APEX Awards: In 2023, Training Magazine, a leading publication for learning and development professionals, honored Core & Main with the Training APEX Award, ranking the company at No. 23. This accolade reflects Core & Main's excellence in employer-sponsored training and development programs. Laura Schneider, Chief Human Resources Officer, stated, "We are a people-first culture, where training and development allow our associates to pursue not just a job, but a career in supporting reliable infrastructure." coreandmain.com+2coreandmain.com+2topworkplaces.com+2 2. Municipal Leadership Award by the Alliance for PE Pipe: In 2018, Core & Main received the Municipal Leadership Award from the Alliance for PE Pipe. This award recognized the company's innovative use of high-density polyethylene (HDPE) pipe in municipal water systems, specifically highlighting a project in Austin, Minnesota, where aging water main pipes were replaced with HDPE lines in conjunction with street replacement projects. coreandmain.com+1coreandmain.com+1 3. Training Magazine's Top 100 Award: In 2021, Core & Main was a recipient of the Training Top 100 Award from Training Magazine, ranking No. 46. This award acknowledges organizations that provide best-in-class employee training and development. Laura Schneider commented on the recognition, emphasizing the company's mission to invest in the development and well-being of its people, considering them key to the company's future. coreandmain.com+1topworkplaces.com+1 4. Top Workplaces Recognition: Core & Main has been recognized as a Top Workplace, reflecting its commitment to fostering a positive work environment and culture. This acknowledgment underscores the company's dedication to its employees and its efforts to create a supportive and engaging workplace. topworkplaces.com These recognitions highlight Core & Main's leadership and commitment to excellence in the waterworks industry, particularly in areas such as employee development, innovative project execution, and workplace culture.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The company's net sales are categorized by product segments, including pipes, valves & fittings, storm drainage products, fire protection products, and meter products. The exact percentage of sales to governmental entities are not available. However, we estimate that 42+% of sales are to municipalities.	*
22	What percentage of your sales are to the education sector in the past three years?	Unknown	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Core and Main currently holds cooperative agreements with the following entities: HGAC, Pavilion, and Buyboard. We have some State Government Agreements. Some of our larger State agreements include the State of State of New Jersey and the State of Pennsylvania. Specific sales volume for each of these agreements is not available.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Core & Main engages in various government contracts and cooperative purchasing agreements to supply water, wastewater, storm drainage, and fire protection products. They participate in numerous cooperative contracts, such as the "Water & Wastewater Treatment Plants - Components/Equipment & Services" contract from COSTARS, among others. However, Core and Main does not have any General Services Administration (GSA) or Standing Offers and Supply Arrangements with other governmental entities.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Easton Suburban Water Authority	Timothy Ryan	610-258-7181	*
Bolton Point Water Authority	Steve Riddle	607-277-0660 ext. 225	*
Eden Prairie	Rick Whalen	952-949-8530	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Core & Main is exceptionally well-equipped to serve all Sourcewell members across all 50 U.S. states through our expansive distribution network. With over 350 branch locations, a nationwide team of sales and service professionals, and a robust supply chain of distribution and warehouse facilities, Core & Main ensures seamless access to waterworks, metering, storm drainage, and fire protection solutions. As a trusted provider, Core & Main delivers end-to-end infrastructure solutions that align with Sourcewell's procurement needs. Our comprehensive portfolio includes products and services related to water and wastewater infrastructure, metering technologies, and stormwater management. Since 2020, Core & Main has facilitated infrastructure investments through cooperative purchasing agreements, helping municipalities, utilities, and government agencies efficiently procure critical infrastructure products and services. Industry Leadership and Commitment to Service Core & Main's team consists of thousands of dedicated professionals across the United States, with the majority being full-time permanent employees. Our extensive sales and service teams work together to provide high-quality customer support, ensuring contract compliance and superior service delivery. To optimize contract management and customer engagement, Core & Main ensures timely communication and compliance. If an inquiry is not addressed within the designated timeframe, it is escalated, ensuring every customer request is handled efficiently. Additionally, we have a team of dedicated Market Directors responsible for advancing business opportunities in key verticals such as: • Municipal Water and Wastewater • Stormwater Management • Fire Protection • Metering and AMI/AMR Solutions • Federal, State, and Local Government Contracts These professionals are highly knowledgeable and will actively train our field sales teams on how to leverage Sourcewell contracts to deliver value to both new and existing customers. They will also continuously identify new opportunities for collaboration with Sourcewell to expand procurement accessibility. Government-Focused Growth Strategy While Core & Main has been a trusted partner for municipal agencies for decades, we continue to enhance our services to better meet public-sector needs. This initiative includes a dedicated team of sales managers, project managers, product specialists, and legal professionals. By leveraging these specialized resources, Core & Main will expand the reach of cooperative purchasing agreements, providing even more government agencies with access to our trusted products and expert services. Unparalleled National and Regional Support Core & Main stands apart in the industry not only due to our geographic footprint but also because of the sheer magnitude of skilled professionals ready to serve Sourcewell members. Our integrated approach allows seamless collaboration between sales, service, and support functions, ensuring customers receive unmatched value. How Our Sales & Service Teams Deliver Value • Customer Support: Our sales and service teams collaborate to provide end-to-end customer support, troubleshooting issues and ensuring that every purchase is optimized for operational efficiency. • Cross-Selling & Solutions Expansion: Our teams identify additional products or services that enhance infrastructure projects, helping municipalities and utilities implement comprehensive solutions. • Customer Feedback & Continuous Improvement: We actively collect and analyze feedback to enhance our product offerings, service standards, and customer experience. • Contract Renewals & Customer Retention: Through a proactive service approach, we ensure ongoing customer satisfaction and seamless contract renewals. • Training & Onboarding Support: Our sales teams work closely with service teams to provide comprehensive training and onboarding, ensuring customers understand how to maximize the efficiency and value of their purchases. At Core & Main, we recognize that strong relationships and collaborative service delivery are key to supporting municipalities, utilities, and government agencies. By effectively integrating our sales, service, and operational functions, we ensure that Sourcewell members receive the highest quality products, expert guidance, and long-term infrastructure solutions that drive success.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Core & Main has over 5500 employees and 350 branches. Our employee base will work with our manufacturing partners to deliver products and solutions to our customers.	*

28	Service force.	Core & Main has an extensive network of front-line service professionals strategically located throughout North America, ensuring close proximity to every Sourcewell member's location. Our service teams deliver technical solutions that enhance the reliability and efficiency of water, wastewater, storm drainage, fire protection, and metering systems. Through proactive maintenance, emergency repair services, and innovative technologies such as remote monitoring and smart metering solutions, Core & Main provides optimal infrastructure performance while helping utilities and municipalities reduce operational costs and comply with regulatory standards. At Core & Main, we are committed to delivering safe, efficient, and sustainable waterworks solutions that enhance water utility performance, drive cost savings, and support long-term infrastructure resiliency. We ensure that the right project manager is matched with the right job, providing every customer with the highest level of service, expertise, and reliability. As a leading service provider in the waterworks industry, Core & Main possesses unparalleled in-house expertise in distribution, metering, fire protection, and drainage solutions. Whether it's pipeline maintenance, valve replacement, smart metering upgrades, or system troubleshooting, our professionals are trained to keep critical infrastructure operating at peak efficiency.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Core & Main's branches and dedicated sales teams will manage the waterworks, metering, storm drainage, and fire protection product ordering process on behalf of Sourcewell members. During the selection process, Core & Main will provide the members with a detailed proposal on Core & Main letterhead, outlining the products, services, and materials necessary for the project. This proposal will serve as the basis for the project contract. A local branch manager and/or project manager will be assigned to oversee the project, focusing on cost verification, scheduling, and technical requirements to ensure funds are spent ethically and responsibly. Any deviations or issues will be immediately communicated to the team for prompt resolution, ensuring the project stays on track. Once the product selection process is finalized and agreed upon by both the Sourcewell member and Core & Main, materials will be ordered with sufficient lead time to ensure they are available on-site when needed for installation activities. For large-scale infrastructure components or products with extended lead times, Core & Main follows a best-practice approach, placing orders as early as possible to avoid delays and ensure seamless project execution. To maintain project efficiency, periodic updates on material availability will be provided, ensuring alignment with the overall project schedule and compliance with all contractual requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Core & Main is committed to providing high-quality customer service. We offer extensive training, ensuring that customer personnel are well-versed in product use and maintenance. The company provides a structured learning approach with access to a library of learning aids, eLearning modules, and tutorials. Customers have access to technical support through dedicated contact points, with availability during standard business hours and provisions for after-hours emergencies for critical issues. Core & Main also emphasizes the importance of clear communication and collaboration with clients to minimize service interruptions and ensure efficient system implementations. Their customer service approach includes local support from branch locations and knowledgeable staff to address client needs effectively.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Core & Main is excited for the opportunity to work with Sourcewell and participating entities. With 350 branch locations and over 5500 employees, we are more than capable of providing the needed products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Core & Main has recently entered the Canadian market through an acquisition. The proposed products, information, and pricing in this proposal is for US based clients/utilities only.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Core & Main will provide our full range of products and services to all 50 states within the United States, ensuring comprehensive coverage for Sourcewell members across the country. Our extensive network of over 350 branch locations allows us to effectively serve municipalities, utilities, and other public-sector entities nationwide. However, Core & Main will not be able to provide products and services in Canada under the proposed agreement. While we maintain strong distribution capabilities in the U.S., our operations do not currently extend to servicing Canadian provinces and territories.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Core & Main delivers waterworks, metering, storm drainage, and fire protection products to every region of the United States, from urban centers to remote areas such as Alaska and the islands of Hawaii. With our extensive branch network and logistics capabilities, we ensure reliable product availability and support across all 50 states and U.S. territories. We maintain service branches in Alaska, Hawaii, and U.S.states, allowing us to effectively support customers in these regions. However, delivery times to remote locations may vary from the typical timeframes outlined in this proposal due to logistical constraints and transportation availability. Core & Main remains committed to timely and efficient service, ensuring customers receive the products they need to keep their infrastructure operating at peak performance.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for participating entities in Hawaii, Alaska, or U.S. territories under this agreement. Core & Main is fully capable of delivering waterworks, metering, storm drainage, and fire protection products to these regions through our extensive distribution network. The only limitation is that Core & Main will provide products exclusively from manufacturers with whom we are authorized to distribute in specific states or territories. Availability of certain products may vary based on manufacturer agreements and state-specific distribution rights. However, we remain committed to ensuring participating entities have access to the best available solutions for their infrastructure needs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Core & Main will extend the terms of any awarded master agreement to all nonprofit entities participating in the Sourcewell contract program, provided they are eligible to lawfully participate based on local, regional, or federal regulations and guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Core & Main will equip our field teams with a comprehensive marketing toolkit for use in our sales campaigns, ensuring Sourcewell members and public sector customers are well-informed about the benefits of utilizing our contract. The toolkit will include marketing materials that highlight the following customer benefits: • Simple and easy-to-use process for procurement. • Free membership for public sector customers. • Straightforward pricing structure that includes all applicable fees—no hidden add-ons. • Labor pricing based on locally published rates, ensuring competitive and fair costs in each region. • Elimination of additional costs associated with the traditional RFP and Bidding process, reducing expenses related to preparing bid specifications and evaluating contract awards. • Faster project completion timelines compared to traditional procurement methods, ensuring waterworks, metering, and water infrastructure projects are completed on time. Additionally, the toolkit will feature case studies and customer testimonials from Sourcewell members who have successfully utilized the agreement with Core & Main, once we have them, and experienced a seamless procurement process with high-quality service and products. Engagement with Public Sector Organizations Beyond traditional marketing efforts, Core & Main will leverage our partnerships with key public sector professional organizations at both the national and regional levels. Many competitors limit their participation to annual trade show booths, but Core & Main actively engages with these organizations year-round. We believe that building strong relationships with members of these organizations is key to understanding and addressing their infrastructure needs. Our approach includes: • Active participation in local meetings to stay engaged with public sector customers. • Providing training and informative seminars as the industry's waterworks and metering subject matter experts. • Educational sessions on industry topics, such as infrastructure sustainability, compliance regulations, smart metering advancements, and best practices for municipal water management. Through these efforts, Core & Main ensures that public sector customers have access to the knowledge, resources, and procurement tools needed to effectively manage and enhance their infrastructure while maximizing the benefits of cooperative purchasing agreements.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Core & Main leverages various digital platforms to enhance our marketing effectiveness and engage with our customer base. Our strategies include utilizing social media channels, maintaining an informative website, and employing digital advertising techniques. Social Media Engagement We actively engage with our audience through platforms like LinkedIn, where we share updates on new products, industry insights, and company news. This engagement helps us maintain a strong connection with our customers and industry partners. Website and Digital Resources Our website serves as a central hub for information about our products and services. We continually update our site to provide valuable content, ensuring that visitors have access to the latest information. Data Privacy and Compliance We are committed to protecting the privacy of our customers and comply with all relevant data protection regulations. Our privacy notice outlines our practices in collecting and using personal information. By integrating these digital tools and platforms, Core & Main aims to enhance our marketing efforts, engage effectively with our audience, and provide valuable resources to our customers.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Core & Main looks forward to the opportunity to successfully partner with Sourcewell and its members through this contract. While we do not currently hold a Sourcewell-awarded contract, we are confident that our extensive experience in the waterworks, metering, storm drainage, and fire protection industries will allow us to deliver exceptional value to Sourcewell members if awarded this contract. We are committed to training our internal teams on how the Sourcewell contract meets the procurement needs of its members and will actively work to expand program awareness across our nationwide network. Our goal is to establish a strong, long-term relationship with Sourcewell, ensuring that public sector entities have efficient access to high-quality infrastructure solutions. Core & Main is prepared to leverage our national presence and industry expertise to support Sourcewell's mission. We will actively engage with Sourcewell's Supplier Development Executive and business development team to maximize awareness and participation in the contract. Additionally, we will utilize tradeshows, industry events, and digital marketing strategies to ensure Sourcewell members understand the full benefits of cooperative purchasing with Core & Main. We also recognize the importance of collaborating with Sourcewell's legal and government affairs teams to ensure cooperative purchasing agreements remain effective and compliant across various states, territories, and markets. If awarded this contract, Core & Main is committed to supporting legislative and procurement initiatives that enhance public sector access to cost-effective, high-quality waterworks and metering solutions.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Core & Main offers a combination of direct purchase sourcing and e-procurement, through an online platform called Online Advantage to facilitate efficient ordering and account management for our customers, including governmental entities. Online Advantage Features: • Order Placement: Customers can browse our extensive catalog of water, wastewater, storm drainage, and fire protection products, and place orders directly through the platform. • Account Management: Users can manage their accounts, view order histories, and track shipments in real-time. • Custom Pricing: The system supports customized pricing structures, ensuring that governmental customers receive contract-specific pricing aligned with their procurement agreements. Usage by Governmental Customers: Governmental agencies and municipalities utilize Online Advantage to streamline their procurement processes. The platform's user-friendly interface and robust features allow these entities to efficiently manage their supply needs, ensuring timely and accurate fulfillment of orders. By leveraging Online Advantage, governmental customers can reduce administrative overhead, maintain compliance with procurement policies, and enhance overall operational efficiency.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Core & Main is committed to supporting Sourcewell participating entities by offering a range of training programs tailored to product operation, equipment maintenance, and operator proficiency. Below is an overview of our training offerings: 1. Product and Equipment Training • Standard Training: We provide comprehensive training on the proper use and maintenance of our products, including water, wastewater, and storm drainage. This cost of this training is typically included in the cost of products purchased and is conducted by our knowledgeable staff. • Customized On-Site Training: For specialized equipment or unique operational needs, we offer customized training sessions at the customer's facility. These sessions are designed to address specific requirements and ensure that staff are proficient in operating and maintaining the equipment. There would be a cost to these trainings which is outlined in our solutions pricing. 2. Operator Training Programs • Core & Main University: Our internal training development program, Core & Main University, offers virtual academies to help associates and customers prepare for various roles and responsibilities. This program is part of our commitment to continuous learning and development. • Partnerships with Accredited Organizations: We collaborate with organizations like the National Center for Construction Education and Research (NCCER) to offer certified training programs in heavy equipment operations. These programs cover essential skills such as safety protocols, equipment inspection, and operational techniques. NCCER 3. Maintenance Training • Preventive Maintenance Workshops: We conduct workshops focused on preventive maintenance practices to extend the lifespan of equipment and reduce downtime. These sessions are led by experienced technicians and can be customized to the specific equipment used by the participating entity. Training Delivery and Costs • Delivery Methods: Training can be delivered on-site at the customer's location, virtually through online platforms, or at designated Core & Main facilities, depending on the nature of the training and customer preferences. • Cost Structure: Standard training programs included with product purchases are typically offered at no additional cost. Customized training sessions or specialized certification programs may involve additional fees, which are determined based on the scope and content of the training. By offering these training programs, Core & Main aims to empower Sourcewell participating entities with the knowledge and skills necessary to operate and maintain their infrastructure effectively, ensuring safety, efficiency, and longevity.	*

42	Describe any technological advances that your proposed Solutions offer.	Core & Main's CORE+ Smart Utility Solutions integrate cutting-edge technologies to enhance water management, monitoring, and operational efficiency for utilities and municipalities. These solutions provide real-time insights, predictive analytics, and advanced monitoring to help public sector entities optimize their infrastructure and resource management. 1. Advanced Metering Infrastructure (AMI) CORE+ offers AMI solutions that provide real-time water consumption data, helping utilities monitor usage trends, detect leaks, reduce non-revenue water loss, and enhance billing accuracy. By utilizing smart metering technology, municipalities can move beyond traditional manual reads and gain greater visibility into their water distribution networks. For example, the City of Brandon, Mississippi, successfully implemented smart meters through CORE+, improving operational efficiency and customer satisfaction. 2. Data Analytics and Predictive Insights CORE+ integrates data analytics platforms to help utilities analyze consumption patterns, predict system failures, and optimize asset management. These tools empower utilities to proactively address infrastructure issues before they become costly problems, improving system longevity and service reliability. 3. Advanced Monitoring Solutions CORE+ offers a suite of real-time monitoring solutions designed to help utilities track the performance of their infrastructure, prevent failures, and reduce operational disruptions. Key features include: • Remote Pressure Monitoring: Continuously tracks water pressure levels to identify fluctuations that may indicate potential pipeline breaks or inefficiencies. • Flow Monitoring: Provides instant data on water distribution rates, helping utilities detect abnormal flow patterns and mitigate potential leaks. • Acoustic Leak Detection: In partnership with Intelligent Systems, CORE+ offers SmartCap technology, magnetic acoustic leak detection loggers and other smart listening devices that continuously listen for leaks in pipelines, allowing for early detection and rapid response to prevent water loss. 4. Integrated System Management CORE+ takes a comprehensive approach to utility management, combining metering, analytics, and monitoring technologies into a unified system. This allows municipalities to: • Automate data collection and reporting • Improve response times to system failures • Reduce maintenance costs through proactive infrastructure management By leveraging these advanced monitoring solutions, Core & Main helps utilities and municipalities transition to smarter, more efficient water systems, ensuring sustainability, cost savings, and improved service quality for the communities they serve.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	1. Specialized Solutions to Combat Impacts of Drought in Lake Mead a. Core & Main worked with local water authorities to provide a specialized product — 36-inch metal-seated ball valves — for the construction of a pumping station that now delivers 900 million gallons of water to over 2 million people. 2. New Infrastructure Provides Access to Clean and Safe Water a. In 2020, a national contractor hired Core & Main to address this growing infrastructure challenge. Core & Main led critical trainings to educate workers and other project partners about potential solutions, and provided the 26 miles of ductile iron pipe made from recycled iron and steel scrap used in the multiyear project. 3. Solving Environmental Disasters a. In February 2021, over 5 million gallons of sewage were pouring across the streets and yards of homeowners in Ventnor Heights. A Core & Main expert traveled to the site and helped resolve the problem within two days (a rapid timeline for this type of leak) preventing potentially disastrous problems and road closures in Ventnor. 4. Sustainable Infrastructure – Tomorrow’s Solutions Today a. The city of Rochester, New York converted a downtown area to commercial property for sale. The existing pipe was 1,000 feet of 54-inch diameter and required fusion equipment. While the scale of the project was unique, Core & Main sourced HDPE fusible pipe that could be slipped into the existing tunnel with minimal surface excavation and lower environmental impact. 5. Energy Efficiency & Emissions Reduction a. Our efforts start at our corporate headquarters in St. Louis, Missouri. We have completed multiple LED lighting projects in several branches and have added high-efficiency HVAC and motion sensors to multiple new and renovated branches. We also recycle computer and telecom equipment to prevent e-waste from entering landfills while reducing the need for new raw materials b. LEED certified in recognition of its energy-efficiency at corporate headquarters	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Core & Main demonstrates a strong commitment to sustainability and environmental responsibility through various initiatives. While the company has not prominently highlighted specific third-party eco-labels or certifications related to energy efficiency, life-cycle design, or other green factors, it actively engages in practices that promote sustainable infrastructure and operations. Environmental Initiatives: • Sustainable Water Solutions: Core & Main focuses on delivering products and services that enhance water management and conservation, addressing critical issues such as drought and flooding. The company's efforts aim to drive technological innovation and ensure the long-term viability of essential water infrastructure. • LEED certified in recognition of its energy-efficiency at corporate headquarters Industry Engagement: • Design-Build Certifications: Several Core & Main associates have achieved certifications from the Design-Build Institute of America (DBIA), reflecting the company's expertise in efficient project delivery methods that can contribute to sustainable outcomes. • Advisory Roles: Core & Main serves as an advisory member of the Water Collaborative Delivery Association (WCDA), North America's leading educational resource for best practices in water design-build delivery. Company Values: • Mission and Vision: The company's mission emphasizes leadership in supplying innovative water, wastewater, energy, and fire protection solutions, with a focus on integrity and community well-being.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Core & Main offers unique advantages to Sourcewell participating entities through its extensive product portfolio, nationwide service network, and industry-leading expertise in waterworks, metering, storm drainage, and fire protection solutions. Here's what sets Core & Main apart in the waterworks industry and why our solutions provide exceptional value to Sourcewell members: 1. Unmatched Nationwide Reach & Logistics Capabilities • Over 350 branch locations across all 50 U.S. states, ensuring fast and efficient delivery of essential infrastructure products. • Strategic distribution centers that optimize supply chain management, reducing lead times for Sourcewell members. • Expert local teams familiar with state and municipal regulations to provide tailored solutions. 2. Comprehensive Waterworks & Infrastructure Solutions Core & Main provides end-to-end solutions for water and wastewater infrastructure, including: • Pipes, Valves, and Fittings – Durable materials for long-term municipal infrastructure needs. • Smart Metering & AMI/AMR Solutions – Advanced metering solutions for improved efficiency and accuracy. • Storm Drainage Products – Engineered solutions for flood mitigation and stormwater management. • Fire Protection Systems – Essential fire suppression infrastructure for municipal and commercial applications. Our integrated solutions allow Sourcewell members to streamline procurement, reduce costs, and improve system efficiency. 3. Advanced Technology & Digital Solutions • CORE+ Smart Utility Solutions – Integrates real-time monitoring, data analytics, and leak detection to help utilities reduce water loss, improve asset management, and enhance sustainability. • AMI & Smart Metering Systems – Enable remote data collection and real-time usage tracking, helping utilities optimize billing and conservation efforts. • Advanced Leak Detection & Monitoring – Acoustic and sensor-based technologies to proactively detect leaks and prevent costly failures. 4. Strong Industry Expertise & Support • Core & Main understands public sector procurement, ensuring seamless contract compliance and best-value solutions. • On-Site Training & Technical Support – We provide operator and maintenance training to ensure Sourcewell members get the most from their infrastructure investments. 5. Proven Sustainability & Water Conservation Initiatives Core & Main prioritizes environmentally responsible solutions that support sustainable infrastructure development, including: • Low-leakage pipeline materials for water conservation. • Green stormwater management solutions to mitigate urban flooding. • AMI-based conservation initiatives that help utilities track and reduce water waste. 6. Streamlined Procurement Through Sourcewell • Pre-negotiated pricing ensures transparent, cost-effective purchasing without the need for time-consuming RFPs. • Account representatives will assist Sourcewell members in navigating product selection and contract utilization. • Fast-tracked ordering and fulfillment using Core & Main's e-procurement system for efficiency. Why Core & Main? Core & Main is not just a distributor —we are a trusted partner to municipalities, utilities, and government agencies. Our combination of industry-leading expertise, innovative technology, unmatched distribution, and commitment to sustainability makes us the ideal choice for Sourcewell participating entities looking for efficient, cost-effective, and future-ready waterworks solutions.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Core & Main does not qualify for MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), DOBE (Disability-Owned Business Enterprise), VBE (Veteran Business Enterprise), SDVOB (Service-Disabled Veteran-Owned Business), SBE (Small Business Enterprise), SDB (Small Disadvantaged Business), or WOSB (Women-Owned Small Business) certifications. However, we recognize the importance of supplier diversity and actively partner with subcontractors and vendors that may hold these certifications. If specific diversity certifications are a requirement for procurement, we encourage Sourcewell members to discuss their needs with us so we can explore potential partnership opportunities with eligible subcontractors.	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
48		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
52		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Pricing: The project price will be determined based on scope. An initial down payment (percentage of total project cost) is required at contract signing, with monthly progress payments thereafter. Progress Payments: • Core & Main will submit an itemized application for payment. • Invoices will be submitted within 24-48 hours of product/service delivery. If a long-term project, invoices will be submitted monthly. • Payments include completed work, authorized modifications, and stored materials (on or off-site with prior approval).Payment is due within 30 days of invoice submission Accepted Payment Methods: • Wire Transfer (ACH), Check, Money Order	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Core & Main can provide general information on available financing options to assist Sourcewell members in evaluating their choices. However, we do not recommend any specific course of action, nor do we act as a financial advisor. Core & Main is not registered as a municipal advisor with the Securities and Exchange Commission and encourages Sourcewell members to consult with their own financial and legal advisors when considering financing options.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Depending on the products or services purchased by a Sourcewell member, Core & Main may propose a customized Master Project Agreement, which is included in the appendix of this document. All sales by Core & Main are subject to our Terms of Sale located on our website: Terms Of Sale - Core & Main. Additionally, certain manufacturers may require service agreements, Service Level Agreements (SLAs), Standard Operating Procedures (SOPs), subscription agreements, or other contractual documents. These documents will be provided to the Sourcewell member for legal review and approval before finalizing the purchase or service agreement	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	C&M has the ability to process payment by P-Card, but would negotiate any payment terms with individual co-op member buyer.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have uploaded a pricing table that provides the applicable pricing discounts for every product-category and or service. Please note: All Pricing provided under this contract is available in U.S. currency. The attached pricing tables provides additional details for the Products and Services categorized on the Core and Main Water Collection and Control Products for Community Infrastructure with Related Products and Services 040825 Pricing Table:	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment type and labor. We are providing discounts that exceed our standard commercial branch practices and are in line with our strategic account customers. Please refer to our pricing table for specific percentages	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis, depending on the scope and scale of the order. Many Core & Main solutions are customized to meet the specific needs of each utility, municipality, or project, and as such, may not always qualify for standard volume discounts. As a leading distributor of waterworks, metering, storm drainage, and fire protection products, Core & Main has nationwide contracts that allow us to leverage bulk purchasing power, secure priority delivery timelines, and provide strong warranty support. This ensures competitive pricing and reduced procurement risks for Sourcewell members. While some projects may involve products that differ from those already in place, Core & Main's focus is on delivering maximum value, reliability, and long-term infrastructure solutions that best meet the needs of our customers.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All open market or non-contracted items would be quoted for the Sourcewell member. The quoted price would be provided at a discount from the current list price. That percent discount would vary depending on the products/services being purchased	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We offer turnkey pricing that includes costs on a project-by-project basis as outlined in pricing tables provided.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We prioritize just-in-time delivery to minimize storage costs and potential damage that can occur when equipment and materials are stored on-site or in a facility for extended periods. However, some projects may require on-site storage of materials. Core & Main will bill for stored materials. Warranty periods are determined based on manufacturer's production date.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Core & Main has established a structured approach to ensure compliance and effective utilization of our Sourcewell contracts. Through training, technology, and oversight, we provide Sourcewell members with a seamless procurement experience while maintaining adherence to contract terms. 1. Comprehensive Cooperative Training – Our dedicated Team will offer ongoing training to field sales and service personnel, equipping them with the necessary knowledge to successfully complete cooperative purchases. We have also developed standardized pricing workflows to ensure projects and services are accurately quoted. 2. Tracking & Contract Management – We utilize PowerScope and Mincron to track cooperative contract usage, ensuring that each Sourcewell member is properly linked to the correct contract. A required contract field in our system enforces compliance and maintains visibility across all cooperative transactions. 3. Advanced Pricing & Discounting Tools – Our sales teams have access to customized pricing tools that provide list pricing and contract-specific pricing. We continuously work with our pricing teams and leadership to implement automated pricing controls, ensuring that discounts are correctly applied per the awarded pricing structure. 4. Dedicated Compliance & Administrative Support – Our branch management team manages reporting, contract adherence, and administrative fee processes. This team actively monitors pricing accuracy for eligible members and will escalate any concerns to the Corporate finance team for resolution. 5. Commitment to Pricing Accuracy & Resolution – If a pricing discrepancy is identified, Core & Main is fully committed to investigating and correcting any inconsistencies, ensuring Sourcewell members receive fair and accurate pricing in accordance with the contract terms. By implementing these compliance measures, Core & Main ensures that Sourcewell members benefit from a transparent, efficient, and contract-compliant procurement process.	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Core & Main – Delivering Results-Driven Utility Solutions through Sourcewell Agreement Core & Main is excited about the opportunity to have an agreement with Sourcewell to deliver turnkey infrastructure solutions that help municipalities, utilities, and public agencies streamline procurement and improve operational performance. As one of the nation's leading distributors of waterworks and utility solutions, our focus is on providing measurable value, project efficiency, and long-term partnership through the Sourcewell contract. We offer a comprehensive suite of utility-focused products and services, including (Our offering for this RFP will be detailed in answer to question 71): • Advanced Metering Infrastructure (AMI) Solutions – Full deployment services including meter and SmartPoint installations, network buildouts, integration with billing systems, and real-time data visibility through Sensus Analytics. • Meter Replacement Programs – Project-managed rollouts of water, gas, and electric meters to improve accuracy, revenue recovery, and customer transparency. • Backflow Prevention & Compliance Management – Powered by VEPO CrossConnex, our software-driven solution ensures regulatory compliance with automated scheduling, tester management, and customer outreach. • Waterworks Distribution Products – Full inventory of pipe, valves, fittings, hydrants, and appurtenances from leading manufacturers, backed by fabrication services and jobsite delivery. • Asset & Work Order Management Tools – Integration of GIS-enabled platforms to manage infrastructure maintenance, service requests, and field data collection. • Customer Communication & Outreach Services – Call center management, appointment scheduling, and utility-branded messaging to ensure customer engagement throughout a project lifecycle. Measuring Success Through Performance Metrics To ensure our partnership with Sourcewell is consistently delivering value, Core & Main tracks a set of internal metrics and KPIs that reflect the health, growth, and impact of our collaboration. These include: • Contract Utilization Metrics o Total number of Sourcewell member agencies engaged o Annual Sourcewell contract sales volume o Year-over-year growth in Sourcewell-related projects • Operational Performance o On-time delivery and installation rates o Average lead time from purchase order to delivery o Inventory fill rates and product availability • Customer Experience & Satisfaction o Net Promoter Score (NPS) from Sourcewell members o Post-project customer satisfaction survey scores o Number of repeat engagements with Sourcewell customers • Project Execution o Percentage of projects completed within budget and on schedule o Field crew productivity and safety incident rates o Support ticket resolution time for technical/software issues • Outreach & Education o Number of Sourcewell education sessions or webinars hosted o Attendance and engagement rates from municipal stakeholders o Growth in training certifications and utility staff onboarding By leveraging these internal metrics, Core & Main continuously refines its approach to deliver stronger results for Sourcewell members across the country. Our goal is to not only be a supplier, but a long-term partner that helps your community modernize infrastructure, optimize operations, and enhance service to your residents.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Core & Main proposes a 1% administrative fee. On significant opportunities, we would like the option to further negotiate a reduction on a case-by-case basis.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	CORE & MAIN ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTIONS WITH RELATED PRODUCTS AND SERVICES. Core & Main delivers comprehensive Advanced Metering Infrastructure (AMI) solutions that empower utilities to modernize their operations, increase efficiency, and provide a better customer experience. Backed by strategic partnerships with industry leaders, our AMI programs are fully integrated, scalable, and tailored to meet the specific needs of water, gas, and electric utilities. We manage every phase of deployment, from initial planning through installation, system integration, and ongoing support. Program Planning & Design Our AMI journey begins with a detailed evaluation of the utility's goals, service area, and current infrastructure. We perform feasibility studies and return-on-investment modeling to identify the best path forward. Each network is designed based on propagation studies that take into account geography, meter density, and environmental factors. We also evaluate how the AMI system will integrate with existing platforms such as billing systems, GIS, and customer service portals. When applicable, we support utilities in exploring available grant funding or alternative financing options. Managed Services & Project Management CORE+ goes beyond technology by offering full-service project management and operational support. Utilities benefit from services such as system assessment and design, project execution, meter installation, system testing, and validation. Additionally, the CORE+ Managed Services team provides ongoing maintenance, field operations support, and lifecycle management to ensure long-term success. Every AMI project includes a dedicated Core & Main project manager responsible for day-to-day oversight and communication. We develop and manage a full project schedule, maintain progress through milestone tracking, and ensure alignment with all stakeholders. Coordination with utility departments, third-party contractors, and local permitting offices ensure that each stage is completed efficiently and in compliance with regulations. Meter & Endpoint Procurement and Installation Core & Main supplies a wide range of residential and commercial water meters and SmartPoint endpoints from leading manufacturers such as Sensus, Neptune, Kamstrup, and Master Meter depending on the geographical location of the Sourcewell member. Our installation crews are experienced, safety-certified professionals trained in both fieldwork and customer service. For utilities with inside-set meters, we provide coordinated appointment scheduling and communications through our VEPO Metering call center, helping ensure customer participation and satisfaction throughout the installation process. Network Infrastructure Deployment The network infrastructure includes the installation of base stations, collectors, and backhaul components to transmit data from endpoints to the head-end system. Our teams ensure proper siting and setup based on network design and verify coverage through on-site testing. Redundancy and disaster recovery capabilities are built into the network to ensure reliability and long-term system stability. Meter Data Management Software Software system used by utilities to collect, store, validate, process, and analyze data from smart meters. It ensures accurate billing, helps detect issues like leaks or tampering, and supports advanced analytics for better decision-making. MDM acts as a central hub between meter data and other utility systems like billing, customer service, and outage management. System Integration & Software Configuration

Once hardware is in place, Core & Main works with the utility to configure software platforms such as the Sensus Regional Network Interface (RNI) and Sensus Analytics. Our team integrates the AMI system with the utility's billing, customer information, and GIS systems. We assist with the configuration of user roles, device groups, alarms, and custom dashboards to ensure the utility's teams have the tools they need for day-to-day operations and decision-making.

Customer Outreach & Communication

Public engagement is key to AMI success. Core & Main supports utilities by creating a comprehensive communication strategy that includes customer notifications, branded outreach materials, social media content, videos, and FAQs. We also manage customer interactions through VEPO's call center, including scheduling appointments, answering resident questions, and providing ongoing updates during the project.

Training & Utility Staff Enablement

Training is provided to all key utility personnel, including billing, operations, and IT staff. These sessions ensure that utility employees understand the functionality of the AMI system and can use the data to enhance their workflows. For field crews and installers, we provide certification programs to reinforce proper installation techniques and safety protocols. As the system evolves, ongoing training opportunities are available to keep teams up to date.

Ongoing Support & Optimization

After go-live, Core & Main continues to support the utility with performance reviews and system optimization. We monitor read rates, network performance, data quality, and other system metrics to identify areas for improvement. The utility has access to alerts for conditions such as continuous consumption, leak detection, or tampering. Regular audits and consultations help ensure the AMI system remains efficient and effective over time.

CORE & MAIN WATERWORKS PRODUCTS AND RELATED SERVICES:

Core & Main is the leading distributor of waterworks infrastructure products in the United States, offering an extensive portfolio of pipe, valves, fittings, and related solutions to support the construction, maintenance, and rehabilitation of water, wastewater, and stormwater systems. Our nationwide footprint, deep vendor relationships, and decades of industry expertise make us a trusted partner to municipalities, utility contractors, engineers, and public agencies of all sizes. We don't just supply parts—we deliver turnkey support that includes product expertise, logistics, value-added services, and field-level guidance to ensure successful project execution from start to finish.

Pipe, Valves & Fittings (PVF)

Core & Main offers a complete inventory of ductile iron, PVC, HDPE, copper, steel, and specialty pipe for potable water, wastewater, stormwater, and fire protection applications. We stock pipe from all major manufacturers and provide a wide selection of gate valves, butterfly valves, check valves, air release valves, and related appurtenances. Our fittings and restraints meet all industry standards and are available in mechanical joint, push-on, flanged, grooved, or compression styles to accommodate every project need.

Hydrants & Appurtenances

We supply fire hydrants and hydrant accessories from the most trusted manufacturers in the industry. Whether for new installation or system replacement, Core & Main helps utilities select hydrants that meet local specifications and ensures compatibility with existing infrastructure. We also provide breakaway kits, extensions, operating nuts, and maintenance parts to support field crews with ongoing upkeep and emergency response needs.

Water & Sewer Service Materials

Our product offering includes all materials necessary for water and sewer lateral connections, including corporation stops, curb stops, meter setters, copper tubing, service saddles, tapping sleeves, couplings, and compression fittings. We support a full range of sizes and configurations to match utility standards and job site conditions. Our local teams are familiar with jurisdictional requirements and can recommend materials accordingly.

Stormwater Management

Core & Main offers solutions for managing stormwater runoff, erosion control, and

drainage infrastructure. This includes high-performance corrugated HDPE and polypropylene pipe systems, precast catch basins and manholes, geotextiles, inlet protection products, and retention/detention systems. Our team can assist in product selection and layout guidance to ensure compliance with local stormwater regulations and long-term performance of the system.

Manholes

Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

Fabrication & Customization Services

Our in-house fabrication capabilities allow us to provide custom pipe cutting, grooving, beveling, fusion welding, spool pieces, and prefabricated meter assemblies. We can also deliver assembled vaults, valve boxes, and meter pits ready for field installation. These value-added services reduce labor costs, minimize installation time, and ensure consistent, high-quality results on the job site.

Inventory Management & Jobsite Delivery

With strategically located branches across the country, Core & Main provides responsive local service and maintains a deep inventory to meet fast-paced construction timelines. We offer just-in-time delivery, will-call pickup, and jobsite staging services. Our fleet of delivery vehicles and logistics team ensures that materials arrive when and where they are needed, keeping projects on schedule and within budget.

Technical Expertise & Field Support

Core & Main's waterworks specialists bring decades of field experience and technical product knowledge. We assist with submittals, takeoffs, specification reviews, and product substitutions. Our team works hand-in-hand with engineers, inspectors, and contractors to solve complex problems, identify cost-saving alternatives, and ensure that the right products are used for the right applications.

Emergency Response & After-Hours Support

When emergencies strike, Core & Main is ready to respond. Our emergency service teams are available after hours and on weekends to ensure utilities and contractors have access to critical materials during water main breaks, natural disasters, or infrastructure failures. We maintain a stock of essential items and can mobilize quickly to help restore service with minimal downtime.

Whether it's a small municipal repair or a large capital infrastructure project, Core & Main's waterworks solutions provide the foundation for safe, reliable, and sustainable water systems. From the trench to the treatment plant, we are your trusted partner in building and maintaining the systems that serve our communities

ADVANCED MONITORING SOLUTIONS

Core & Main has developed the industry's first complete solution to help utilities tackle infrastructure challenges through advanced technology and data-driven insights. With this vision, we designed our Advanced Monitoring Solution, engineered to optimize system performance, reduce operational costs, and ensure regulatory compliance. This solution provides utilities with tools to monitor, analyze, and optimize infrastructure, ensuring proactive maintenance, real-time event detection, and long-term sustainability. These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

CORE & MAIN ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTIONS WITH RELATED PRODUCTS AND SERVICES.

Core & Main delivers comprehensive Advanced Metering Infrastructure (AMI) solutions that empower utilities to modernize their operations, increase efficiency, and provide a better customer experience. Backed by strategic partnerships with industry leaders, our AMI programs are fully integrated, scalable, and tailored to meet the specific needs of water, gas, and electric utilities. We manage every phase of deployment, from initial planning through installation, system integration, and ongoing support.

Program Planning & Design
Our AMI journey begins with a detailed evaluation of the utility's goals, service area, and current infrastructure. We perform feasibility studies and return-on-investment modeling to identify the best path forward. Each network is designed based on

propagation studies that take into account geography, meter density, and environmental factors. We also evaluate how the AMI system will integrate with existing platforms such as billing systems, GIS, and customer service portals. When applicable, we support utilities in exploring available grant funding or alternative financing options.

Managed Services & Project Management

CORE+ goes beyond technology by offering full-service project management and operational support. Utilities benefit from services such as system assessment and design, project execution, meter installation, system testing, and validation. Additionally, the CORE+ Managed Services team provides ongoing maintenance, field operations support, and lifecycle management to ensure long-term success.

Every AMI project includes a dedicated Core & Main project manager responsible for day-to-day oversight and communication. We develop and manage a full project schedule, maintain progress through milestone tracking, and ensure alignment with all stakeholders. Coordination with utility departments, third-party contractors, and local permitting offices ensure that each stage is completed efficiently and in compliance with regulations.

Meter & Endpoint Procurement and Installation

Core & Main supplies a wide range of residential and commercial water meters and SmartPoint endpoints from leading manufacturers such as Sensus, Neptune, Kamstrup, and Master Meter depending on the geographical location of the Sourcewell member. Our installation crews are experienced, safety-certified professionals trained in both fieldwork and customer service. For utilities with inside-set meters, we provide coordinated appointment scheduling and communications through our VEPO Metering call center, helping ensure customer participation and satisfaction throughout the installation process.

Network Infrastructure Deployment

The network infrastructure includes the installation of base stations, collectors, and backhaul components to transmit data from endpoints to the head-end system. Our teams ensure proper siting and setup based on network design and verify coverage through on-site testing. Redundancy and disaster recovery capabilities are built into the network to ensure reliability and long-term system stability.

Meter Data Management Software
Software system used by utilities to collect, store, validate, process, and analyze data from smart meters. It ensures accurate billing, helps detect issues like leaks or tampering, and supports advanced analytics for better decision-making. MDM acts as a central hub between meter data and other utility systems like billing, customer service, and outage management

System Integration & Software Configuration

Once hardware is in place, Core & Main works with the utility to configure software platforms such as the Sensus Regional Network Interface (RNI) and Sensus Analytics. Our team integrates the AMI system with the utility's billing, customer information, and GIS systems. We assist with the configuration of user roles, device groups, alarms, and custom dashboards to ensure the utility's teams have the tools they need for day-to-day operations and decision-making.

Customer Outreach & Communication

Public engagement is key to AMI success. Core & Main supports utilities by creating a comprehensive communication strategy that includes customer notifications, branded outreach materials, social media content, videos, and FAQs. We also manage customer interactions through VEPO's call center, including scheduling appointments, answering resident questions, and providing ongoing updates during the project.

Training & Utility Staff Enablement
Training is provided to all key utility personnel, including billing, operations, and IT staff. These sessions ensure that utility employees understand the functionality of the AMI system and can use the data to enhance their workflows. For field crews and installers, we provide certification programs to reinforce proper installation techniques and safety protocols. As the system evolves, ongoing training opportunities are available to keep teams up to date.

Ongoing Support & Optimization
After go-live, Core & Main continues to support the utility with performance reviews and system optimization. We monitor read rates, network performance, data quality, and other system metrics to identify areas for improvement. The utility has access to

alerts for conditions such as continuous consumption, leak detection, or tampering. Regular audits and consultations help ensure the AMI system remains efficient and effective over time

CORE & MAIN WATERWORKS PRODUCTS AND RELATED SERVICES:
Core & Main is the leading distributor of waterworks infrastructure products in the United States, offering an extensive portfolio of pipe, valves, fittings, and related solutions to support the construction, maintenance, and rehabilitation of water, wastewater, and stormwater systems. Our nationwide footprint, deep vendor relationships, and decades of industry expertise make us a trusted partner to municipalities, utility contractors, engineers, and public agencies of all sizes. We don't just supply parts—we deliver turnkey support that includes product expertise, logistics, value-added services, and field-level guidance to ensure successful project execution from start to finish.

Pipe, Valves & Fittings (PVF)
Core & Main offers a complete inventory of ductile iron, PVC, HDPE, copper, steel, and specialty pipe for potable water, wastewater, stormwater, and fire protection applications. We stock pipe from all major manufacturers and provide a wide selection of gate valves, butterfly valves, check valves, air release valves, and related appurtenances. Our fittings and restraints meet all industry standards and are available in mechanical joint, push-on, flanged, grooved, or compression styles to accommodate every project need.

Hydrants & Appurtenances
We supply fire hydrants and hydrant accessories from the most trusted manufacturers in the industry. Whether for new installation or system replacement, Core & Main helps utilities select hydrants that meet local specifications and ensures compatibility with existing infrastructure. We also provide breakaway kits, extensions, operating nuts, and maintenance parts to support field crews with ongoing upkeep and emergency response needs.

Water & Sewer Service Materials
Our product offering includes all materials necessary for water and sewer lateral connections, including corporation stops, curb stops, meter setters, copper tubing, service saddles, tapping sleeves, couplings, and compression fittings. We support a full range of sizes and configurations to match utility standards and job site conditions. Our local teams are familiar with jurisdictional requirements and can recommend materials accordingly.

Stormwater Management
Core & Main offers solutions for managing stormwater runoff, erosion control, and drainage infrastructure. This includes high-performance corrugated HDPE and polypropylene pipe systems, precast catch basins and manholes, geotextiles, inlet protection products, and retention/detention systems. Our team can assist in product selection and layout guidance to ensure compliance with local stormwater regulations and long-term performance of the system.

Manholes
Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

Fabrication & Customization Services
Our in-house fabrication capabilities allow us to provide custom pipe cutting, grooving, beveling, fusion welding, spool pieces, and prefabricated meter assemblies. We can also deliver assembled vaults, valve boxes, and meter pits ready for field installation. These value-added services reduce labor costs, minimize installation time, and ensure consistent, high-quality results on the job site.

Inventory Management & Jobsite Delivery
With strategically located branches across the country, Core & Main provides responsive local service and maintains a deep inventory to meet fast-paced construction timelines. We offer just-in-time delivery, will-call pickup, and jobsite staging services. Our fleet of delivery vehicles and logistics team ensures that materials arrive when and where they are needed, keeping projects on schedule and within budget.

Technical Expertise & Field Support
Core & Main's waterworks specialists bring decades of field experience and technical product knowledge. We assist with submittals, takeoffs, specification reviews, and product substitutions. Our team works hand-in-hand with engineers, inspectors, and contractors to solve complex problems, identify cost-saving alternatives, and ensure that the right products are used for the right applications.
Emergency Response & After-Hours Support

When emergencies strike, Core & Main is ready to respond. Our emergency service teams are available after hours and on weekends to ensure utilities and contractors have access to critical materials during water main breaks, natural disasters, or infrastructure failures. We maintain a stock of essential items and can mobilize quickly to help restore service with minimal downtime.

Whether it's a small municipal repair or a large capital infrastructure project, Core & Main's waterworks solutions provide the foundation for safe, reliable, and sustainable water systems. From the trench to the treatment plant, we are your trusted partner in building and maintaining the systems that serve our communities

ADVANCED MONITORING SOLUTIONS
Core & Main has developed the industry's first complete solution to help utilities tackle infrastructure challenges through advanced technology and data-driven insights. With this vision, we designed our Advanced Monitoring Solution, engineered to optimize system performance, reduce operational costs, and ensure regulatory compliance. This solution provides utilities with tools to monitor, analyze, and optimize infrastructure, ensuring proactive maintenance, real-time event detection, and long-term sustainability.

These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

Products Offered
Core & Main partners with leading technology providers to deliver a full suite of advanced monitoring products and systems, including:

1. Smart Water Sensors
- Flow Sensors: Measure real-time flow in pressurized or gravity-fed systems.
- Pressure Loggers & Sensors: Detect pressure fluctuations, transients, and zone-specific anomalies.
- Level Sensors: Monitor water levels in tanks, reservoirs, and wet wells.

2. Leak Detection Devices
- Acoustic Leak Sensors: Installed in distribution mains to continuously listen for and locate leaks.
- Inline Leak Detection Tools: Tools used during proactive maintenance to locate hidden leaks in water mains.

3. Remote Monitoring Solutions
- Data Loggers & Transmitters: Collect and transmit data from remote field devices via cellular, radio, or satellite.
- Cloud-Based Dashboards: Web platforms provide centralized access to all field data, including alarms, trends, and analytics.

4. Sewer & Stormwater Monitoring
- Smart Manhole Covers: Equipped with sensors for level, temperature, and intrusion detection.
- Inflow & Infiltration Monitoring Systems: Track wet weather flows and identify areas of excess infiltration into the sewer system.
- CSO/SSO Monitoring: Detect and alert for combined or sanitary sewer overflows in real time.

5. Water Quality Monitoring
- Multi-Parameter Sensors: Measure parameters like pH, turbidity, chlorine, conductivity, and temperature.
- Event Detection Systems: Analyze water quality data to detect contamination events or anomalies.

6. AMR/AMI Integration
- Many advanced monitoring devices can be integrated into Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) systems, such as Sensus FlexNet, also distributed by Core & Main.

Partner Technologies
Core & Main works with a range of top-tier manufacturers to provide monitoring solutions, including:
- ADS Environmental
- Hach/McCrometer
- Sensus (Xylem)
- eLynx
- Infiniti.ai/FlowWorks
- FCS
- Orbis
- US3
- Halogen

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Core & Main offers a wide range of products and services including water meters, AMI & AMR radios modules, analytics software, pipe, Manholes, covers, valves & fittings, fire protection products, HDPE fusible products, meters, storm drainage solutions, geosynthetics, treatment plant supplies, castings, clamps, couplings & tapping sleeves, irrigation products, pipe accessories, pumps & parts, rental equipment, restraints, service materials, and tools. Their services include meter and AMI/AMR system implementation, fusion services, treatment plant solutions, advanced monitoring solutions, smart metering and analytics, project management, training and technical support, system design and engineering, and assistance with product sourcing and logistics.	*
73	What levels of service (material only, turnkey, other) are being proposed?	We provide a combination of material only as well as turnkey projects depending on the product type and customer need.	*

Table 7B: CATEGORY 1A: Water Collection and Control Products - United States ONLY - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	CATEGORY 1A	Requested Equipment	Offered *	Comments	
74	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Culverts	○ Yes ◉ No	Equipment that monitors culvert activity is sold by Core and Main.	*
75		Manholes and covers	◉ Yes ○ No	N/A	*
76		Piping and valves	◉ Yes ○ No	N/A	*
77		Equipment, technologies, and services directly related to turnkey solutions for offering in 74-76 above	◉ Yes ○ No	N/A	*

Table 7C: CATEGORY 1B: Water Collection and Control Products - United States AND Canada - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	CATEGORY 1B	Requested Equipment	Offered *	Comments	
78	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Aerators and storage tanks	○ Yes ◉ No	N/A	*
79		Equipment, technologies, and services directly related to turnkey solutions for offering in 78 above	○ Yes ◉ No	N/A	*

Table 7D: CATEGORY 2: Temporary Dams and Water Barriers - United States AND Canada - Category 2 responders may ONLY offer temporary dams, water barriers and related solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	CATEGORY 2	Requested Equipment	Offered *	Comments	
80	Temporary dams and water barriers ONLY	Temporary and emergency dams	○ Yes ◉ No	N/A	*
81		Other water barriers of similar nature intended for controlling water	○ Yes ◉ No	N/A	*
82		Equipment, technologies, and services directly related to turnkey solutions offered above in 80-81	○ Yes ◉ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Pricing.xlsx - Tuesday April 08, 2025 11:48:22
- Financial Strength and Stability - Financial Strength and Stability.pdf - Monday April 07, 2025 22:50:30
- Marketing Plan/Samples - Marketing Plan and Samples.pdf - Tuesday April 08, 2025 08:08:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Delegation of Signing Authority to Joshua Ordway.pdf - Tuesday April 08, 2025 11:53:01
- Requested Exceptions - Requested Exceptions.docx - Monday April 07, 2025 22:51:47

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joshua Ordway, Sr. Manager, Sales , Core & Main LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Water_Collection_Control_Products_RFP_040825 Thu March 20 2025 03:58 PM	☑	2
Addendum_3_Water_Collection_Control_Products_RFP_040825 Mon March 17 2025 02:04 PM	☑	1
Addendum_2_Water_Collection_Control_Products_RFP_040825 Thu March 6 2025 03:46 PM	☑	1
Amendment_1_Water_Collection_Control Products_RFP 040825 Thu February 20 2025 01:32 PM	☑	1

Core and Main, LP #040825-CAM

Pricing for contract #040825-CAM offers Sourcewell participating agencies the following discounts:

- Volume discounts are available on a project-by-project basis

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.B.

Date: 6/22/2026

Date submitted: 06/10/2026 **Date requested:** 6/22/2026	**Action:** Formal	**Subject: Acceptance of a Proposal from Insight Public Sector, Inc. for the purchase of eSleuth automated data management software to enhance police investigations through the use of AI supported analytics, using funds from the One Arizona Opioid Settlement Agreement, earmarked for use by the City of Eloy, with pricing per Arizona State Contract # CTR069959, at a cost not to exceed $180,000.00, and to authorize the Mayor or his designee to sign all documents necessary to execute the agreement.**

TO: Mayor and City Council

FROM: Byron Gwaltney, Captain

RECOMMENDATION:

Acceptance of a Proposal from Insight Public Sector, Inc. for the purchase of eSleuth automated data management software to enhance police investigations through the use of AI supported analytics, using funds from the One Arizona Opioid Settlement Agreement, earmarked for use by the City of Eloy, with pricing per Arizona State Contract # CTR069959, at a cost not to exceed $180,000.00, and to authorize the Mayor or his designee to sign all documents necessary to execute the agreement.

DISCUSSION:

Arizona entered into a state-local framework in 2020 so that funds received from recent national opioid litigation settlements from various pharmaceutical manufacturers, distributors, marketing companies, and pharmacies would flow to both the state and local governments. Under this agreement, 56% of the settlement funds go to counties, cities and towns. 44% is set aside for the State of Arizona. The City of Eloy adopted the agreement during the November 23, 2020, City Council meeting.

In the litigation, the State of Arizona was awarded $1.215 billion over 18 years. Arizona counties, cities, and towns will receive 56% or $680 million for use on the following Opioid Abatement Strategies under the One Arizona Agreement, Exhibit A/Part one-

Treatment, and Part two-Prevention. Any expenditures must be within the approved purposes as part of the above overarching initiatives.

The Pinal County Public Health Department is the lead coordinating agency for Pinal County's allocation of the settlement funds.

The One Arizona Settlement Agreement indicates 3.83% of the total allotment for Arizona is for Pinal County and its cities and towns. The agreement further indicates the City of Eloy is allotted 34.98% of the total for Pinal County.

The Eloy Police Department submitted a request to the Pinal County Health Department Opioid Settlement Coordinator on May 7, 2026. The request was for $180,000.00 for the purchase and implementation of the eSleuth platform, a law-enforcement data, analytics, and intelligence platform that directly supports opioid abatement, surveillance, and treatment intervention objectives.

The Arizona Opioid Settlement Agreement (One Arizona Agreement) requires settlement funds to be expended on approved opioid-abatement purposes outlined in Exhibit A, which aligns with the national settlement framework and includes data collection, surveillance, analysis, and systems that identify individuals in need of services and connect them to care.

In addition to its value in solving violent crime, eSleuth provides a significant public-health benefit consistent with guidance published by the Johns Hopkins Bloomberg School of Public Health. By implementing this software, we would be in a better position to track opioid-related incidents and share certain data with our community partners involved in service delivery when needed.

eSleuth is an advanced, AI-powered investigative software platform designed to analyze vast data sets of information contained in various law enforcement data systems. The AI-driven analysis penetrates law enforcement Computer Aided Dispatch (CAD) and Records Management Systems (RMS) used by not only the Eloy Police Department, but other systems we already have integration with, aggregating the disparate systems into one platform.

These various systems represent a vast amount of information that would be nearly impossible for investigators to review and identify links to unsolved crimes using traditional methods. eSleuth is designed to research data sets and identify leads, possible suspects, patterns, prioritize cases using a solvability matrix, supports detectives with tools for evidence evaluation, suspect identification, and generate real time, actionable leads for investigators. The AI-driven software acts as a digital force multiplier that is compliant with the FBI Criminal Justice Information System (CJIS).

eSleuth provides a data-driven and systematic capability to identify individuals at risk for opioid use disorder at the earliest point of contact with law enforcement. When an individual is entered into the law enforcement data system, eSleuth can generate alerts and indicators that flag opportunities for intervention, allowing agencies to coordinate

referrals toward treatment, diversion programs, or supportive services rather than incarceration, when appropriate and legally permissible.

This capability directly supports a state-of-the-art investigative tool that enhances violent crime investigations and disrupts opioid distribution networks. Additionally, it provides a public health intervention mechanism that aligns with Johns Hopkins guidance by identifying justice involved individuals in need of treatment and facilitating access to live-saving services.

Based on the Johns Hopkins Bloomberg School of Public Health Primer and the approved uses outlined in the One Arizona Agreement, the eSleuth platform represents an appropriate, defensible, and impactful use of Opioid Settlement Funds. The City of Eloy has an approximate population of just under 18,000 residents, which includes Eloy's resident prison population of approximately 7,000 inmates housed in four privately managed prisons. During calendar year 2025, the Eloy Police Department and Eloy Fire District responded to approximately 54 opioid overdoses, and approximately 48% of investigations in 2025 had a significant drug nexus.

Several of the approved strategies align with our law enforcement priorities related to this request. These strategies include:

- Strategy H: Prevent or reduce overdose deaths and other opioid-related harms
- Strategy I: Support current and future law enforcement expenditures related to the opioid epidemic
- Strategy J: Support community regional planning to identify goals, areas and populations with the greatest needs for treatment intervention services, and provide a government dashboard to track key opioid-related indicators
- Strategy L: Monitoring, surveillance, and evaluation of programs and strategies

The analytical limitations of the Department's current CAD/RMS platform create operational challenges in identifying investigative linkages and emerging crime patterns. While the system effectively captures incident-level data, it lacks advanced analytical functionality necessary to efficiently cross-reference cases based on modus operandi, suspect identifiers, witness or victim information, descriptive similarities, and related behavioral indicators. These data-mining limitations significantly impact our ability to proactively identify trends and link cases that may share an opioid nexus. With a Criminal Investigations Unit staffed by only three general assignment detectives, the manual review of cases across multiple classifications is time-intensive and limits our ability to conduct comprehensive trend analysis. This is particularly challenging in tracking overdose incidents and crimes committed in furtherance of substance dependence, including burglaries, thefts, narcotics possession, and distribution offenses.

By leveraging eSleuth's Artificial Intelligence (AI) driven analytical capabilities, the Department will be able to analyze cases across multiple crime classifications simultaneously, identify incidents with an opioid nexus or common drug related indicators, detect case linkages based on behavioral patterns and shared attributes, generate actionable investigative leads, provide solvability factor assessments to prioritize investigative efforts, and identify overdose trends and potential source suppliers (dealers).

The platform's ability to synthesize CAD/RMS data, digital evidence, and related datasets will allow detectives to move from reactive case handling to proactive intelligence led investigations. This enhanced analytical capacity will support the identification, investigation, and prosecution of individuals engaged in narcotics trafficking within the City of Eloy, directly related to the intended purpose of opioid settlement funds to mitigate and address the impacts of the opioid epidemic.

FISCAL IMPACT:

The project is entirely funded through the One Arizona Opioid Settlement Agreement funds identified for the City of Eloy. The necessary funds, totaling $180,000.00 has been transfered to the City of Eloy. There are no additional funding impacts on the City of Eloy. The funds will cover a five (5) year contract and service agreement for the eSleuth software platform. The eSleuth software will be purchased through their local distributor, Insight Public Sector under Arizona State Contract #CTR069959, and this procurement strategy has been reviewed and approved by the city Finance Department.

Approved as to Form:



Stephen R. Cooper, City Attorney

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 11390160

ELOY POLICE DEPT.
ESLEUTH 5 YEAR TERM
630 N MAIN ST
ELOY AZ 85131-2517

SHIP-TO

ELOY POLICE DEPT.
630 N MAIN ST
ELOY AZ 85131-2517

Quotation

Quotation Number	:	0229204178
Document Date	:	17-FEB-2026
PO Number	:	
PO Release	:	
Sales Rep	:	Dan Doehler
Email	:	DAN.DOEHLER@INSIGHT.COM
Phone	:	+16026352004
Sales Rep 2	:	Robert Vicks
Email	:	ROBERT.VICKS@INSIGHT.COM
Phone	:	+14804096576

We deliver according to the following terms:

Payment Terms	:	Credit Card
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
UA-PA-UL-L-AN-5	eSleuth PFM AI - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	4	7,799.99	31,199.96
DF-D1-IN-E-AN-5	eSleuth Automated Data Management Service - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	1	51,999.92	51,999.92
DF-D1-IN-E-AN-5	eSleuth Automated Data Management Service - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	1	51,999.92	51,999.92
DF-D1-IN-E-AN-5	eSleuth Automated Data Management Service - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	1	30,783.97	30,783.97
DF-D1-IN-E-AN-5	eSleuth Automated Data Management Service - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	1	0.00	0.00
DF-D1-IN-E-AN-5	eSleuth Automated Data Management Service - Subscription license - 1 license Coverage Dates: 01-MAR-2026 - 28-FEB-2031 STATE OF ARIZONA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / CTR069959)	1	0.00	0.00

Product Subtotal	165,983.77
TAX	12,946.73
Total	178,930.50

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Doehler
+16026352004
DAN.DOEHLER@INSIGHT.COM

Robert Vicks
+14804096576
ROBERT.VICKS@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight’s online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings (“Software and Cloud Offerings”), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the “terms-and-policies” link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight’s online Terms of Sale can be found at the “terms-and-policies” link below.

https://www.insight.com/terms-and-policies

CITY OF ELOY
ARIZONA

April 29, 2026

Director Merissa Mendoza
Pinal County Health Department
971 N. Jason Lopez Circle, Bldg. D
Florence, AZ 85132

RE: Opioid Settlement Fund Request

Director Mendoza,

The Eloy Police Department respectfully submits this request for the use of Opioid Settlement Funds to support the acquisition and implementation of eSleuth, a law-enforcement data, analytics, and intelligence platform that directly supports opioid abatement, surveillance, and treatment intervention objectives.

The Arizona Opioid Settlement Agreement (One Arizona Agreement) requires settlement funds to be expended on approved opioid-abatement purposes outlined in Exhibit A, which aligns with the national settlement framework and includes data collection, surveillance, analysis, and systems that identify individuals in need of services and connect them to care.

In addition to its value in solving violent crime, eSleuth provides a significant public-health benefit consistent with guidance published by the Johns Hopkins Bloomberg School of Public Health.

Identifying Individuals in Need of Opioid Use Disorder Treatment

The Johns Hopkins Bloomberg School of Public Health, "Primer on Spending Funds from the Opioid Litigation: A Guide for State and Local Decision Makers,"[1] identifies a critical and allowable area of need: identifying individuals with opioid use disorder and providing access to treatment during contact with the criminal justice system.

[1] https://obc.memberclicks.net/index.php?option=com_content&view=article&id=4739:johns-hopkins-releases-guide-on-how-to-spend-opioid-litigation-settlement-funds&catid=29:insight&Itemid=252

The Johns Hopkins Primer reports that:

- Approximately 50% of individuals in prison and 66% of individuals in jail have an opioid use disorder;
- Medications for opioid use disorder, including Methadone, Buprenorphine, and Naltrexone, are shown to reduce the risk of overdose death by approximately 50%; and
- Despite their effectiveness, only about 11% of justice-involved individuals receive these evidence-based treatments.

The Primer emphasizes that intervention during justice-system contact represents one of the most effective opportunities to reduce overdose deaths, recidivism, and long-term community harm.

How eSleuth Supports This Approved Use

eSleuth[2] is an advanced, AI powered investigative software platform designed to analyze vast data sets of information contained in various law enforcement data systems. The AI driven analysis penetrates law enforcement Computer Aided Dispatch (CAD) and Records Management Systems (RMS) used by not only the Eloy Police Department, but other systems we already have integration with, aggregating the disparate systems into one platform.

These various systems represent a vast amount of information that would be nearly impossible for investigators to review and identify links to unsolved crimes using traditional methods. eSleuth is designed to research data sets and identify leads, possible suspects, patterns, prioritize cases using a solvability matrix, supports detectives with tools for evidence evaluation, suspect identification, and generate real-time, actionable leads for investigators. The AI driven software acts as a digital force multiplier that is compliant with the FBI Criminal Justice Information System (CJIS).

eSleuth provides a data driven and systematic capability to identify individuals at risk for opioid use disorder at the earliest point of contact with law enforcement. When an individual is entered into the law enforcement data system, eSleuth can generate alerts and indicators that flag opportunities for intervention, allowing agencies to coordinate referrals toward treatment, diversion programs, or supportive services rather than incarceration, when appropriate and legally permissible.

This capability directly supports:

- Identification of individuals in need of opioid use disorder treatment
- Early intervention during criminal justice contact
- Coordination between law enforcement, public health, courts, probation, and treatment providers
- Evidence-based diversion, harm-reduction, and overdose-prevention strategies

Public Safety and Public Health Impact

The use of opioid settlement funds for eSleuth provides a dual benefit:

[2] https://www.esleuth.ai/

- A state-of-the-art investigative tool that enhances violent crime investigations and disrupts opioid distribution networks; and
- A public health intervention mechanism that aligns with Johns Hopkins guidance by identifying justice involved individuals in need of treatment and facilitating access to life saving services.

Based on the Johns Hopkins Bloomberg School of Public Health Primer and the approved uses outlined in the One Arizona Agreement, the eSleuth platform represents an appropriate, defensible, and impactful use of Opioid Settlement Funds.

We respectfully request Pinal County Public Health's review and approval of this use of Opioid Settlement Funds. We are available to provide additional documentation, cost estimates, or reporting metrics as needed.

Several of the approved strategies align with our law enforcement priorities[3] related to this request, specifically:

Part Two-Prevention:

- Strategy H: Prevent or reduce overdose deaths and other opioid-related harms

  5. Expand, Improve, or develop data tracking software and applications for overdoses/naloxone revivals.

  This software will enable improved investigations by taking advantage of artificial intelligence to review active and closed criminal investigations to identify individuals with a history of substance abuse issues. It will aid in identifying potential drug dealers who supplied the substances to victims, and other people associated with an overdose investigation who could also be at risk.

Part Three-Other Strategies:

- Strategy I: First responders

  1. ***Support current and future law enforcement expenditures relating to the opioid epidemic.***

- Strategy J: Leadership, Planning and Coordination

  1. **Support community regional planning to identify goals, areas and populations with the greatest needs for treatment intervention services.**
  2. **A government dashboard to tack key opioid related indicators.**

  Leveraging technology to provide real time data and analytics to the Department will lead to improved planning, staffing allocations, and coordination with community partners. Additionally, it will improve overall service delivery and efficiency with respect to opioid involved incidents.

[3] Approved Purposes as defined in the One Arizona Agreement/ Regions | Attorney General's Office

- Strategy L: Support Opioid Abatement Research

    1. ***Monitoring, surveillance, and evaluation of programs and strategies***

    4. ***Research on innovative supply-side enforcement efforts***

        The analytical limitations of the Department's current CAD/RMS platform create operational challenges in identifying investigative linkages and emerging crime patterns. While the system effectively captures incident level data, it lacks advanced analytical functionality necessary to efficiently cross reference cases based on modus operandi, suspect identifiers, witness or victim information, descriptive similarities, and related behavioral indicators.

        These data mining limitations significantly impact our ability to proactively identify trends and link cases that may share an opioid nexus. With a Criminal Investigations Unit staffed by only three general assignment detectives, the manual review of cases across multiple classifications is time intensive and limits our ability to conduct comprehensive trend analysis. This is particularly challenging in tracking overdose incidents and crimes committed in furtherance of substance dependence, including burglaries, thefts, narcotics possession, and distribution offenses.

        By leveraging eSleuth's Artificial Intelligence (AI) driven analytical capabilities, the Department will be able to analyze cases across multiple crime classifications simultaneously, identify incidents with an opioid nexus or common drug related indicators, detect case linkages based on behavioral patterns and shared attributes, generate actionable investigative leads, provide solvability factor assessments to prioritize investigative efforts, and identify overdose trends and potential source suppliers (dealers).

        The platform's ability to synthesize CAD/RMS data, digital evidence, and related datasets will allow detectives to move from reactive case handling to proactive intelligence led investigations. This enhanced analytical capacity will support the identification, investigation, and prosecution of individuals engaged in narcotics trafficking within the City of Eloy, directly related to the intended purpose of opioid settlement funds to mitigate and address the impacts of the opioid epidemic.

Fiscal Impact

We have a quote for a five (5)-year subscription for eSleuth from April 2026 through March 2031 for a total of **$180,000.00**. The quote is attached.

Accordingly, we are requesting the disbursement of **$180,000.00** from Opioid Settlement Agreement funds allocated to the City of Eloy to support this initiative. This disbursement will fund a full five (5) year subscription to the eSleuth platform.

Additional Supporting Facts for this Request

The City of Eloy has an approximate population of just under 18,000 residents, which includes Eloy's resident prison population of approximately 6,800 inmates housed in four privately managed prisons. During calendar year 2025, the Eloy Police Department and Eloy Fire District responded to approximately 54 opioid overdoses, and approximately 48% of our criminal investigations in 2025 had a significant drug nexus. .

The Eloy Police Department is committed to protecting the lives of community members and visitors through evidence-based interventions. We appreciate your consideration of this request and the opportunity to strengthen local response capabilities to opioid-related emergencies.

We understand that all expenditures must comply with the One Arizona Agreement and may be subject to review or audit by the State of Arizona.

If additional information is needed, please contact Chief Sergio Banales, Chief of Police at (520) 466-3322 or sbanales@eloyaz.gov

Respectfully,

Mackenzie Letcher
City Manager
City of Eloy
mletcher@EloyAZ.gov
Phone: (520) 466-9201

ML/bg

Contract: CTR069959-1 - Software VAR (Arizona PA) - General Software Category Only

General Information

Label
Software VAR (Arizona PA) - General Software Category Only

Contract Type
Master Agreement

Supplier
INSIGHT PUBLIC SECTOR INC

Contract Code
CTR069959-1

Currency

Amount

Co-Op Contract Designation
yes

Subcontractor Data

0 Record(s)

Distributor Data

0 Record(s)

Supplier Contact(s)

Contact	Position	Email
Dan Doehler	Client Executive	arizona@insight.com
Elizabeth Rennie	Client Executive	elizabeth.rennie@insight.com
ERICA FALCHETTI	Director, Public Sector	ERICA.FALCHETTI@INSIGHT.COM
Jennifer Brickhill	Capture Manager	arizona@insight.com
Virginia Mace	SLED Compliance Specialist	sledreporting@insight.com

5 Record(s)

Contract Scope

Organizations
State of Arizona

Commodities
Software

Contract Validity

Start Date
2/7/2024

End Date
4/23/2027

Extended to Date

Documents

Title	Type	
CTR069959 COI 2026-04-15 AL GL WC	Insurance Documents	
CTR069959 Amendment 1 (Pricing)	General Documents	
CTR069959 Pricing Document	General Documents	
CTR069959 Certificate of Insurance	Insurance Documents	
CTR069959 Contract Documents	General Documents	

5 Record(s)

Items

Label	Code	Negotiated Price	Currency	Unit
Computer Software	CTR069959-1	0.00	USD	EA
Services related to Software	CTR069959-2	0.00	USD	EA
Shipping	CTR069959-4	0.00	USD	EA
Taxes	CTR069959-3	0.00	USD	EA

PINAL COUNTY PUBLIC HEALTH

Opioid Settlement Funding Application

Applicant Information

Date	February 26, 2026
Applicant's Agency	City of Eloy
Contact Name	MacKenzie Letcher
Title	City Manager
Phone Number	520-466-9201
Email	mletcher@eloyaz.gov

A W9 form must be completed using the link below.
https://pinalcountyaz.seamlessdocs.com/f/NewVendorRequestOrChangeForm

Remit to Address:

Address Line 1	City of Eloy				
Address Line 2	595 N. C. Street				
City	Eloy	State	Arizona	Zip Code	85131

Mailing Address (if different than remit to Address):

Address Line 1					
Address Line 2					
City		State	Arizona	Zip Code	

Entity type:

■ City/Township

☐ Pinal County Department (list department name)

Click or tap here to enter text.

☐ Non-Profit

☐Other (Describe)

Click or tap here to enter text.

Does the requesting Entity have any unused funds from the prior year?

☐Yes (Indicate amount unused at time of application)

$Click or tap here to enter text.

☐No

Funding Request

Funding Amount Requested	$ 180,000.00

Please select the strategy(s) that aligns with your proposal and enter the funding amount per strategy. See provided list of opioid abatement strategies provided with application for guidance.

Approved Abatement Strategies	Approved Opioid Abatement Use Subcategory	Budgeted amount for each category
A. Treat Opioid Use Disorder (OUD)	Choose an item.	$
B. Support People in Treatment and Recovery	Choose an item.	$
C. Connect People Who Need Help to the Help They Need (Connections to Care)	Choose an item.	$
D. Address the Needs of Criminal Justice-Involved Persons	Choose an item.	$
E. Address the Needs of Pregnant or Parenting Women and Their Families, including Babies with Neonatal Abstinence Syndrome (NAS).	Choose an item.	$
F. Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids	Choose an item.	$
G. Prevent Misuse of Opioids	Choose an item.	$
H. Prevent Overdose Deaths and Other Harms (Harm Reduction)	Choose an item.	$
I. First Responders	Current and future law enforcement expenditures related to the opioid epidemic -AI software to assist with investigations with drug nexus	$ 180,000 (5-year service agreement)
J. Leadership, Planning, and Coordination	support community regional planning-Government dashboard to track key opioid related indicators -AI software to track and solve drug related crimes	$

K. Training	Choose an item.	$
L. Research	Monitoring, surveillance, and evaluation of programs and strategies-research on improved supply side enforcement efforts-expand research to deter opioid misuse	$

Project Information

Project Point of Contact Name/Title: Byron Gwaltney, Eloy Police Department

Contact email: bgwaltney@eloyaz.gov

Contact phone number: Project/ 520-464-3468

Request Title: eSleuth AI Investigative Software-Insight Public Sector

Brief Summary of your Request: AI software to assist in investigations and other opioid related incidents

Project Goals and/or Desired Outcomes: Reduce opioid related incidents-Improve related investigation

Projected Project Star Date: June 2026

Project End Date: June 2031

The Information provided in this application for Arizona Opioid Settlement Funds is true, complete and accurate and all funds requested will only be used for approved purposes listed in Exhibit A of the One Arizona Distribution of Opioid Settlement Funds Agreement. Additionally, at least annually, by June 30 of each year, you agree to provide Pinal County with a report detailing expenditures for he preceding year.

Authorized Official Printed Name	MacKenzie Letcher, Eloy City Manager		
Authorized Official Signature		Date	

Submit signed application and W9 form via email to:
anela.arciga@pinal.gov

Anela Arciga
Finance Manager
Pinal County Public Health Services District
520-866-7304

eSleuth

Subscription and Other Services Agreement

This Subscription and Other Services Agreement (together with the Appendices hereto, this "**Agreement**") is made effective as of July 1, 2026 ("**Effective Date**"), by and between eSleuth, Inc., a Delaware corporation with a principal place of business at 712 Bancroft Rd., #423, Walnut Creek, CA 94598 ("**eSleuth**") and Eloy, AZ Police Department ("**Customer**"). Customer has a business address as set forth below its signature lines, below. eSleuth and Customer are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

1. **Definitions.**

a. "**Customer Data**" means Customer or third-party data and information inputted or transferred into, or stored in, the eSleuth Cloud associated with Customer's use of the Subscription Services and/or processed by the Subscription Services.

b. "**Documentation**" means the standard user documentation for the Subscription Services and Software that eSleuth makes generally available to its customers.

c. "**eSleuth Cloud**" means eSleuth's public safety information services web platform referred to in the Documentation as the "eSleuth Platform."

d. "**Implementation Services**" mean the services as described in Section 6(a), and in any applicable Order Forms, to be performed by eSleuth.

e. "**Intellectual Property Rights**" mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

f. "**Order Form**" means an order form in the form of the document attached hereto as Appendix 1 by which Customer orders Subscription Services and/or Other Services.

g. "**Other Services**" mean, collectively, the Implementation Services, Professional Services, and Training Services.

h. "**Professional Services**" mean the services, if any, provided by eSleuth to Customer as mutually agreed in writing by eSleuth and Customer, to customize, reconfigure, integrate, and/or modify the Subscription Services, as described in an applicable Order Form and governed by the terms and conditions of a separate Professional Services Agreement entered by eSleuth and Customer.

i. "**Software**" means the software used by eSleuth to provide the Subscription Services.

j. "**Subscriber**" means an employee of Customer or an individual for whom Customer has oversight and who (i) is authorized by Customer to access and use the Subscription Services; (ii) has registered online with eSleuth and been assigned a unique Subscriber ID and password combination to access and use the Subscription Services; and (iii) has agreed to the terms of eSleuth's standard end user license agreement for the Subscription Services prior to being permitted to access and use the Subscription Services for the first time.

k. "**Subscription Services**" mean the cloud-based or on-premises-based services that are: (i) provided by eSleuth at the Customer location or through the website located at the URL; and (ii) described in Appendix 3, the applicable Documentation, and the applicable Order Forms.

l. "**Training Services**" mean the standard training services for the Subscription Services, as described in Section 6(b) and applicable Order Forms, that eSleuth provides to its customers.

m. "**URL**" means the URL, if applicable, for the website made available by eSleuth through which eSleuth provides the Subscription Services to Customer.

2. **Subscription Services.**

a. **Access and Use.** Subject to Customer's compliance with the terms and conditions of this Agreement (including, without limitation, payment of the applicable fees in accordance with Section 7), eSleuth will provide the Subscription Services to Customer in accordance with and subject to this Agreement and the Documentation. Customer may access and use the Subscription Services solely for its internal purposes in support of its public safety mission. Such access and use is expressly limited to the number of Subscribers for which Customer has paid the applicable fees. Each Subscriber may use a single device to access the Subscription Services at any one time.

b. **Restrictions.** Customer shall not attempt to interfere with or disrupt the Subscription Services, Software or eSleuth systems, or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Subscription Services as permitted under this Agreement). Customer shall not allow access to or use of the Subscription Services or Documentation by anyone other than Subscribers, and only so long as they remain Subscribers. Customer shall not: (i) copy, modify, reverse engineer or distribute to third parties any portion of the Subscription Services, Software, or Documentation; (ii) rent, lease or provide access (other than as expressly provided in (a), above) to the Subscription Services on a time-share, service bureau or other basis; or (iii) transfer any of its rights hereunder.

c. **Ownership.** Customer expressly acknowledges that, as between eSleuth and Customer, eSleuth and its licensors own all worldwide rights, title, ownership and interest in and to the Subscription Services, Software and Documentation, including all worldwide Intellectual Property Rights embodied therein. eSleuth reserves all rights to make available the Subscription Services, Software, and Documentation to third parties. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices appearing on the Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Documentation.

d. **Acceptable Use Policies.** Customer acknowledges and agrees that eSleuth will not be responsible for the content of any communications or Customer Data. Customer shall use the Subscription Services exclusively for authorized and legal purposes, consistent with the Documentation, any written instructions provided by eSleuth to Customer, and all applicable laws, rules, regulations, and rights of others. Customer shall keep confidential and not disclose to third parties, and ensure that Subscribers keep confidential and not disclose to third parties, any Subscriber IDs, passwords, and account information, except as necessary to use the Subscription Services in accordance with this Agreement.

e. **Government Rights.** The Software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212, DFARS 252.227-7014, and DFARS 227.7202. Any use, duplication, or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement. For this purpose, Manufacturer is eSleuth, Inc.

3. **Customer Data.**

a. **License Grant.** Customer grants eSleuth a non-exclusive, non-transferable, perpetual, royalty-free license to reproduce, process, format, distribute, transmit, modify, prepare derivative works based upon, and otherwise use the Customer Data (x) in support of Customer's use of the Subscription Services; (y) to improve (including by training its systems, such as AI systems) that it offers from time to time; and (z) for any other purposes on an anonymized basis, in perpetuity.

b. **Data Restoration.** In the event of any loss or corruption (other than as caused by Customer and/or its Subscribers) of Customer Data, eSleuth will use commercially reasonable efforts to restore the lost or corrupted Customer Data. eSleuth shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused by any third party. eSleuth's EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION SHALL CONSTITUTE eSleuth's SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA. Customer acknowledges and agrees that eSleuth will not be responsible for communications or Customer Data transmitted via the Subscription Services. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data.

4. **Customer Responsibilities.** Customer will: (a) provide eSleuth with good faith cooperation and assistance and make available such Customer facilities, personnel, equipment, and support as may be reasonably required by eSleuth to provide the Subscription Services and Other Services; (b) be responsible for each Subscriber's compliance with this Agreement and the Terms of Service (end user license agreement) attached in Appendix 4 for the Subscription Services and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (c) obtain, pay for, and maintain any third party hardware and software, telecommunications and Internet services, and other minimum system requirements required by eSleuth for Customer to access and use the Subscription Services; and (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, promptly notify eSleuth of any such unauthorized access or use, and cooperate with eSleuth with respect to any investigation by eSleuth of any suspected or alleged violation of this Agreement and any action by eSleuth to enforce the terms and conditions of this Agreement. Customer shall be liable for any violation of the terms and conditions of this Agreement by any Subscriber.

5. **Ordering and Delivery.**

a. **Ordering.** Customer may submit Order Forms to eSleuth for the purchase of Subscription Services and/or Other Services. No Order Form will be deemed accepted by eSleuth unless and until eSleuth accepts such Order Form in writing. Any terms and conditions contained in any Order Form that are inconsistent with or in addition to the terms and conditions of this Agreement will be deemed stricken from such Order Form, unless expressly agreed in writing by eSleuth.

b. **Delivery.** eSleuth will provide the Subscription Services through, as per the relevant Order Form, installation of on-premise software or the website located at the URL that eSleuth will make available to Customer. eSleuth may change the URL from time to time upon notice to Customer.

6. **Other Services.**

a. **Implementation Services.** Subject to execution of a Purchase Order therefor and Customer's payment of Implementation Services fees applicable to such services, eSleuth will provide Implementation Services by assisting Customer with configuration and integration of the Subscription Services with Customer's systems, including integration of Customer Data with the central data cache for the eSleuth Platform. Customer, and not eSleuth, shall be solely responsible for obtaining, setting up, and maintaining, at Customer's own expense, the servers, third party software, telecommunications and Internet services, and any other minimum system requirements specified by eSleuth as necessary for proper installation, access, and use of the Subscription Services; provided, however, that in certain cases Customer may be able to source third party hardware and/or software through eSleuth and their partner companies. To the extent that eSleuth may supply, or assist in supplying, to Customer any such third party hardware and/or software, Customer acknowledges that any warranty with respect to such third party hardware and/or software is provided exclusively by the manufacturer, and not by eSleuth, and that eSleuth shall have no obligation or liability whatsoever with respect to any such third party hardware and/or software.

b. **Training Services.** Subject to execution of a Purchase Order therefor and Customer's payment of Training Services fees applicable to such services, eSleuth will provide to Customer, at mutually-agreed times and locations, any or all of the following training as specified in the Purchase Order: (i) training of systems engineers in the operation of the Subscription Services; and (ii) training for the Customer's trainer on the functionality of the Subscription Services and assistance in the design of training modules for Subscribers (including modules for basic users, advanced users, and a "train the trainer" module).

Notwithstanding such training, Customer remains fully responsible for the proper use of the Subscription Services.

c. **Professional Services.** Subject to execution of a Purchaser Order therefor and Customer's payment of Professional Services fees applicable to such services, eSleuth will customize, reconfigure, or otherwise modify the Subscription Services as specified in the Purchase Order, unless eSleuth, in its sole judgment, determines that such changes conflict with or violate any law, rule, or regulation or any eSleuth obligation to a third party. Unless otherwise specified in the applicable Order Form, eSleuth will own all rights, title, and interest in and to customized, reconfigured and modified Subscription Services, including all Intellectual Property Rights therein. The representations, warranties, warranty limitations, liability limitations and other provisions applicable to the Subscription Services set forth herein will also apply to such customized, reconfigured and/or modified Subscription Services.

7. **Fees and Payment.**

a. **Subscription Services Fees.** Customer will pay to eSleuth all of the fees specified in the applicable Order Forms for the Subscription Services. Subscription fees are based on the number of authorized Subscribers and not on actual usage, and will relate to a particular subscription period. If Customer desires to increase the number of authorized Subscribers, it will issue a new Order Form for the additional number of Subscribers and eSleuth may, in its discretion, allow or require the initial period of the newly purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's preexisting subscriptions. If eSleuth increases the price of subscription fees, such price increase will not apply to the current term of the applicable subscriptions, and will be effective hereunder only upon notice at least sixty (60) days prior to the last day of the then-current subscription period. If Customer does not agree to the price increase, Customer may give notice of non-renewal pursuant to Section 8(a). During a subscription period, Customer may not decrease the number of authorized Subscribers that forms the basis for the determination of Subscription Services fees.

b. **Services Fees and Expenses.** Customer will pay eSleuth the fees and expense reimbursement amounts specified in each accepted Order Form for any and all Other Services. At Customer's request, eSleuth will furnish Customer with receipts and other documentation for all such reimbursable expenses.

c. **Payment.** Customer will pay all amounts due under this Agreement in U.S. currency. Unless otherwise specified in an Order Form, all fees for Subscription Services are due and payable in advance at the beginning of the subscription period and on or before each renewal. If Customer orders additional subscriptions part-way through an existing subscription period, and the initial subscription period for the additional Subscribers is adjusted as described in Section 7(a) above, then the initial subscription fee for the additional subscriptions will be pro-rated accordingly. Unless otherwise specified in an Order Form, all other fees and expenses are due and payable within thirty (30) days after the date of eSleuth's invoice therefor.

d. **Interest and Taxes.** All past due amounts will incur interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Customer will reimburse eSleuth for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind imposed on eSleuth other than taxes on eSleuth's net income. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use, value-added, and withholding taxes) associated with this Agreement or Customer's access to, receipt, or use of the Subscription Services and Other Services, except for taxes based on eSleuth's net income. If eSleuth is required to collect any tax for which Customer is responsible, Customer will pay such tax directly to eSleuth. If Customer pays any withholding taxes that are required to be paid under applicable law, Customer will furnish eSleuth with written documentation of all such tax payments, including receipts.

8. **Term and Termination.**

a. **Term.** The term of this Agreement shall commence on the Effective Date and continue until the services under all Order Forms have been completed or terminated. Subscriptions purchased by Customer shall commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the period specified in the applicable Order Form (subject to pro-rating when eSleuth deems it appropriate to cause newly purchased subscriptions to expire or renew simultaneously with Customer's preexisting subscriptions).

b. **Termination.** Either Party may terminate Subscription Services upon written notice to the other Party for material breach by the other Party if such breach remains uncured for thirty (30) days' after receipt of written notice. In addition, eSleuth may, in its sole discretion, immediately suspend or terminate Customer's or any Subscriber's access to and use of the Subscription Services and/or Documentation if: (i) Customer fails to make any payment hereunder and such failure is not remedied within seven (y) days' notice; (ii) eSleuth suspects that Customer, a Subscriber, or any other person is using or attempting to use the Subscription Services or Documentation in a manner that violates this Agreement and could expose eSleuth or any other entity to harm or legal liability; (iii) eSleuth believes that such use of the Subscription Services violates applicable law; or (iv) eSleuth believes it is otherwise required to do so by applicable law.

c. **Effect of Termination.** Upon expiration or termination of this Agreement: (i) Customer's and Subscribers' rights to access and use the Subscription Services shall immediately terminate, and Customer and Subscribers shall immediately cease all use of the Subscription Services; (iii) Customer will pay to eSleuth all fees and expenses accrued prior to the effective date of expiration or termination; and (iv) each Party will promptly return any Confidential Information of the other Party (other than Customer Data which eSleuth may continue to use in accordance with Section 3(a)) in its possession or will destroy such items and, upon request of the other Party, provide written certification that all such copies have been returned or destroyed. The rights and obligations of the Parties contained in Sections 2(c), 3(a), 7(c), 7(d), 8(c), 9, 10(c), 10(d), 12, and 13 will survive the expiration or termination of this Agreement. For clarity and notwithstanding the above, eSleuth will not refund any amounts previously paid

and if the termination is due to breach by Customer, Customer will remain liable to eSleuth for all amounts that would have become due under any Order Form had such termination not occurred.

9. **Confidentiality.**

a. **Definition**. "**Confidential Information**" means: (i) the Subscription Services and Software (which will be Confidential Information of eSleuth); (ii) any business or technical information of eSleuth or Customer that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the other Party within thirty (30) days of such disclosure; and (iii) the specific terms and pricing set forth in this Agreement (which will be Confidential Information of eSleuth).

b. **Exclusions.** Confidential Information of a Party does not include information from and after the date that such information (i) becomes publicly available through no fault of or breach of this Agreement by the receiving Party; (ii) becomes rightfully known by the receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (iv) is obtained by the receiving Party rightfully from a third party without restriction on use or disclosure.

c. **Use and Disclosure Restrictions.** Except as expressly provided herein, each Party will not use the other Party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to Subscribers that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such Subscriber is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Customer hereby guarantees the performance of such obligations by its Subscribers. Each Party will use all reasonable efforts to maintain the confidentiality of the all such Confidential Information of the other Party in its possession or control, but in no event less than the efforts that such Party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to contest such order or requirement; (ii) on a confidential basis to its legal advisors; or (iii) as required under applicable securities regulations.

d. **Consent**. Customer consents to eSleuth's displaying Customer's name and/or logo in its client list and referring to Customer in marketing materials and business conversations as a client of eSleuth.

10. **Warranties and Disclaimers.**

a. **Mutual Warranties.** Each Party represents, warrants and covenants to the other Party that (i) it has full right, power, and authority to enter into and perform its obligations under this Agreement; and (ii) its performance of this Agreement will comply with all applicable law and will not conflict with any other agreement to which it is a party or by which it is bound.

b. **Warranty for Subscription Services.** eSleuth warrants that, the Subscription Services will provide the functionality, and meet the specifications, set forth in the applicable Documentation. Customer's sole and exclusive remedy, and Customer's entire liability, for any breach of the warranty set forth in this Section 10(b) will be as expressly set forth in this Agreement and the applicable Documentation.

c. **Disclaimer.** Customer assumes sole responsibility and liability for results obtained from the use of the Subscription Services and for conclusions drawn from such use. eSleuth shall have no liability for any claims, losses, or damage caused by: (i) errors or omissions in any Customer Data or information provided to eSleuth by Customer in connection with the Subscription Services or any actions taken by eSleuth at Customer's direction; or (ii) Customer's or any Subscriber's use of any third party products, services, software, or websites that are accessed via links from within the Subscription Services. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, eSleuth MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SUBSCRIPTION SERVICES, OR THE OTHER SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(C), eSleuth DISCLAIMS ANY WARRANTY THAT THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. eSleuth FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICES AND OTHER SERVICES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM eSleuth OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

d. **Nature of Services.** THE SUBSCRIPTION SERVICES ARE INTENDED TO BE USED AS A TOOL TO ASSIST LAW ENFORCEMENT IN SEEKING TO SOLVE CASES. ALL INFORMATION, RECOMMENDATIONS, CONCLUSIONS AND THE LIKE GENERATED BY THE SUBSCRIPTION SERVICES MUST BE CAREFULLY CONSIDERED AND CHECKED BY CUSTOMER AND SHOULD NOT BE RELIED UPON AS ABSOLUTE, DEFINTIVE OR NECESSARILY CORRECT. eSleuth BEARS NO RESPONSIBILITY OR LIABILITY FOR RELIANCE ON ANY OUTPUT FROM THE SUBSCRIPION SERVICES OR THE USE OF SAME.

11. **Indemnification.**

a. **Infringement Indemnity.** eSleuth will defend or settle any action brought against Customer to the extent that it is based upon a claim that the Subscription Services or Documentation, as provided by eSleuth to Customer under this Agreement and used within the scope of this Agreement, infringe any copyright or misappropriate any trade secret recognized as such under applicable law, and will pay any damages attributable to such

claim that are awarded against Customer, provided that Customer: (i) promptly notifies eSleuth in writing of the claim; (ii) grants eSleuth sole control of the defense and settlement of the claim; and (iii) provides eSleuth, at eSleuth's expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim.

b. **Injunctions.** If Customer's use of the Subscription Services or Documentation hereunder is, or in eSleuth's opinion is likely to be, enjoined due to the type of claim specified in Section 11(a) above, eSleuth may, at its sole option and expense: (i) procure for Customer the right to continue using the Subscription Services under the terms of this Agreement; (ii) replace or modify the Subscription Services so that the Subscription Services are non-infringing and substantially equivalent in function to the enjoined Subscription Services; or (iii) if options (i) and (ii) above cannot be accomplished despite eSleuth's reasonable efforts, then eSleuth may terminate Customer's rights and eSleuth's obligations hereunder with respect to such Subscription Services and refund to Customer any advance subscription fees paid by Customer to eSleuth for any time period (on a pro rated basis) that occurs after such termination.

c. **Exclusions.** Notwithstanding the terms of Section 11(a), eSleuth will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) modifications to the Subscription Services or Documentation made by a party other than eSleuth, if a claim would not have occurred but for such modifications; (ii) the combination, operation, or use of the Subscription Services or Documentation with equipment, devices, software, or data not supplied by eSleuth, if a claim would not have occurred but for such combination, operation, or use; (iii) Customer's failure to use updated or modified Subscription Services or Documentation provided by eSleuth to avoid a claim; (iv) eSleuth's compliance with any designs, specifications, or plans provided by Customer; or (v) Customer's reproduction, distribution, or other use of the Subscription Services or Documentation other than in accordance with this Agreement or the Documentation.

d. **Sole Remedy.** THE PROVISIONS OF THIS SECTION 11 SET FORTH eSleuth's SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

12. **Limitation of Liability.**

a. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL ESLEUTH BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE OR DATA) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SUBSCRIPTION SERVICES OR OTHER SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT eSleuth HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. **Total Liability.** eSleuth's TOTAL CUMULATIVE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO ESLEUTH BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND, IF SUCH LIABILITY RESULTS FROM CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES OR FROM THE OTHER SERVICES, SUCH LIABILITY WILL BE LIMITED TO THE ACTUAL FEES PAID BY CUSTOMER FOR THE SPECIFIC SUBSCRIPTION SERVICES OR OTHER SERVICES GIVING RISE TO THE LIABILITY.

c. **Basis of Bargain.** The Parties acknowledge and agree that eSleuth has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between eSleuth and Customer and form the basis of the bargain between the Parties.

13. **General.**

a. **Successors and Assigns.** The rights and obligations of the parties to this Agreement will be binding on, and will inure to the benefit of each of the parties' successors, permitted assigns, heirs and estates.

b. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of California, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties hereby irrevocably consent to the personal jurisdiction and venue therein.

c. **Relationship of Parties.** The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

d. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth herein or to such other address as may be specified by either Party to the other in accordance with this Section. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this Section.

e. **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy,

raw materials or supplies, war, terrorism, riot, pandemic, acts of God or governmental action.

f. **Export Control.** Customer agrees to comply fully with all relevant export laws and regulations of the United States ("**Export Laws**") to ensure that neither the Software, nor any direct product thereof are: (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws.

g. **Non-Exclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

h. **Severability and Waiver.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

i. **Entire Agreement.** This Agreement, including all Appendices and all accepted Order Schedules, constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties.

j. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

FL: eSleuth, INC.

By: _____

Name: Robert L Batty

Title: CEO

Dated: June 11, 2026

Customer: Eloy, AZ Police Department

By: _____

Name: Andrew Sutton

Title: Mayor, City of Eloy, AZ

Dated: _____

Order Form 1.0 Date: June 6th, 2026

(Subsequent orders will increment by 0.1 and be dated upon acceptance by eSleuth, Inc.)

CUSTOMER NAME:	Eloy, AZ Police Department	***BILL TO ADDRESS:***	630 N Main St, AZ
BILL TO POC:	Chief Sergio Banales	***BILL TO CITY AND STATE***	Eloy, AZ
BILL TO PHONE:	520-634-0814	***BILL TO ZIP:***	85131
BILL TO EMAIL:	sbanales@eloyaz.gov	***METHOD OF INVOICE:***	Email

Product Number/SKU	Description	Annual List Price	Price Metric	Begin Term	End Term	Price/Year	Quantity	Subtotal	Total Price
DF-D1-IN-E-AN-3	Automated Data Management Service (RMS& CAD)	$10,399.98	Per Year	07/01/2026	06/30/2031	$10,399.98	1	$51,992.92	$51,992.92
DF-D1-IN-E-AN-3	Automated Data Management Service (Evidence.com)	$10,399.98	Per Year	07/01/2026	06/30/2031	$10,399.98	1	$51,992.92	$51,992.92
DF-D1-IN-E-AN-3	Automated Data Management Service (Manual)	$6,156.79	Per Year	07/01/2026	06/30/2031	$6,156.79	1	$30,783.97	$30,783.97

Product Number/SKU	Description	Annual List Price	Price Metric	Begin Term	End Term	Price/Year	Quantity	Subtotal	Total Price
*DF-D1-IN-E-AN-3	Automated Data Management(TraCs Citations)	$0.00	Per year	07/01/2026	06/30/2031	$0.00	1	$0.00	$0.00
*DF-D1-IN-E-AN-3	Automated Data Management Service (Flock)	$0.00	Per Year	07/01/2026	06/30/2031	$0.00	1	$0.00	$0.00
UA-PA-UL-L-AN-3	PFM AI	$1,500	Per Year	07/01/2026	06/30/2031	$1,500	4	$30,783.97	$30,783.97
								Product Total	$165,983.77
			T					**Tax**	$12,946.75
								Total	178,930.52

*5 Year Payment Incentive – 5 Data Management Subscriptions for the Price of 3.

Accepted by eSleuth, Inc.:

eSleuth: eSleuth, Inc.		Customer: Eloy, AZ Police Department	
By		By	
Name	Robert L Batty	Name	Andrew Sutton
Title	CEO	Title	Mayor, City of Eloy, AZ
Dated	June 11, 2026	Dated	

Service Level Agreement

eSleuth shall use commercially reasonable efforts to provide to Customer the first-level maintenance and support services for the Subscription Services that are described in this Service Level Agreement ("SLA"). eSleuth shall be responsible for providing such services only to Customer and shall have no obligation to provide such services directly to, or respond to any requests from, Subscribers. However, eSleuth reserves the right to establish and maintain contact with any Subscriber in order to facilitate the delivery of any Subscription Services-related support services needed by such Subscriber.

1. **Definitions**

a. "**Error**" means a reproducible failure of the Subscription Services to operate in material conformance with the Documentation.

b. "**Level 1 Error**" means an Error that causes the Subscription Services to fail to operate whatsoever or to crash the system on which the Subscription Services are being used.

c. "**Level 2 Error**" means an Error that causes the Subscription Services to fail to operate in a material manner but does not render the system on which the Subscription Services are being used inoperable.

d. "**Level 3 Error**" means an Error that produces an inconvenient situation in which the Subscription Services operate substantially in accordance with the Documentation but nevertheless causes or results in substandard or erratic performance.

e. "**Level 4 Error**" means an Error that is minor or that is cosmetic in nature and does not result in reduced performance.

f. "**Resolution**" means a modification or workaround to the Subscription Services and/or Documentation intended to resolve an Error.

2. **Support Contact Persons.** Customer shall designate in writing to eSleuth no more than three (3) individuals to act as support contact persons (each, a "**Support Contact Person**"). Customer may change its Support Contact Persons upon written notice to eSleuth.

3. **Error Reporting.** Upon discovering an Error, Customer shall submit to eSleuth a report in which Customer shall use its reasonable business judgment to classify the Error in accordance with the severity classifications set forth above. Customer shall only report an Error through a Support Contact Person, and only after Customer has expended reasonable efforts to resolve such Error. Customer shall contact eSleuth via the following means depending on the severity of the reported Error:

Severity	Method of Contact
Level 1 Error	Telephone and Email
Level 2 Error	Telephone and Email
Level 3 Error	Email
Level 4 Error	Email

4. **Error Resolution.** eSleuth agrees to respond to Errors reported by Customer and provide a Resolution as follows:

a. **Level 1 Errors.** eSleuth shall respond to Level 1 Errors within two (2) hours and shall use commercially reasonable efforts to provide a Resolution within one (1) business day.

b. **Level 2 Errors.** eSleuth shall respond to Level 2 Errors within four (4) hours and shall use commercially reasonable efforts to provide a Resolution within three (3) business days.

c. **Level 3 Errors.** eSleuth shall respond to Level 3 Errors within three (3) business days and shall use commercially reasonable efforts to provide a Resolution within ten (10) business days.

d. **Level 4 Errors.** Level 4 Errors shall be corrected at the next Maintenance Release, if not otherwise previously corrected.

5. **Exceptions.** eSleuth shall have no responsibility to fix any Errors arising out of or related to the following causes: (a) Customer's (or any other party's) modification, combination, or merger of the Subscription Services, in whole or in part, without eSleuth's express written authorization, (b) use of the Subscription Services in an environment other than an environment authorized in the Agreement or as provided in the Documentation, (c) negligence, accident, or improper use, (d) use of the Subscription Services other than as authorized in the Agreement or as provided in the Documentation, and (e) non-eSleuth software or hardware products (including without limitation the operating systems on which the Subscription Services operate) or use of the Subscription Services in conjunction therewith.

6. **Access to Personnel and Equipment.** Customer shall provide eSleuth access to Customer's personnel and equipment as reasonably required for eSleuth to provide support under these terms.

7. **Additional Support Services.** Upon request, and subject to availability of qualified eSleuth personnel, eSleuth shall provide support services to Customer in addition to those set forth in these terms. Customer shall be charged separately and pay for (a) such services at eSleuth's then-current standard rates, and (b) the reasonable travel, living, telecommunication, and other expenses incurred by eSleuth in connection with providing such services.

8. **Support by Customer.** Customer shall be solely responsible for performing all Software-related support services that are requested or required by any Subscriber, including fielding telephone support calls and performing basic troubleshooting. Customer shall not refer any Subscriber to eSleuth for such support services.

Description of Subscription Services

PFM AI

eSleuth PFM-AI collects law enforcement data from various originating systems, including RMS, CAD, LIMS, body-worn cameras, surveillance cameras, license plate recognition readers, gunshot location systems, and citation systems, among others, in various formats such as text, databases, images, and videos. It then analyzes the data and produces a task list of items to be completed for each unsolved crime, a solvability matrix that recommends which unsolved crimes have the highest probability of being solved, an analysis that associates all known facts about an unsolved case with all known facts found anywhere in the eSleuth platform, and a notification system that messages investigators whenever new information applicable to an unsolved case is discovered in the eSleuth platform. The objective is to produce real-time, actionable leads for investigators. These services are charged on a per-user per-year basis.

AUTOMATED DATA MANAGEMENT SERVICES

Each data source integrated with the eSleuth platform requires an integration component, either via API or a customer-built connector, which transmits all historical and current data as frequently as every hour to the eSleuth platform's data repository. The data that arrives at the repository is curated, tagged, and indexed into various systems for use by both large and small language systems, as well as other artificial intelligence infrastructures. These services are charged on an annual per-originating system basis.

MANUAL DATA MANAGEMENT SERVICES

Some data residing in law enforcement agencies remains in a disparate, hard-copy format. The Manual Data Management Service allows authorized users to upload individual hard copy information into the eSleuth platform. This capability is charged on an annual basis for the agency-wide capability.

eSleuth DOCUMENT IMAGING SERVICE

Many agencies archive hard copy files and reports that could be valuable in solving unsolved crimes. In these instances, eSleuth has negotiated an arrangement with one of the world's most secure data imaging companies to image archived hard-copy files and make that data available to the eSleuth platform. These services are charged on a per-project basis and can be partially or fully financed by eSleuth.

ESUBJECT

eSubject is a mobile-based service that combines facial recognition, touchless fingerprints, and DNA (typically from Rapid DNA devices) to confirm the identity of persons in the field. It may include integration with traditional state and local Automated Biometric Information Systems (ABIS) that would be procured as an Automated Data Management Service in support of this product.

TERMS OF SERVICE FOR PARTICIPATION IN THE eSleuth PLATFORM™

PART I
By accepting these Terms of Service (this "TOS"), also considered a Memorandum of Understanding (MOU) for purposes of the FBI CJIS Security Policy, you agree to abide by usage and access policies and to use your eSleuth Platform™ account in an acceptable, ethical and legal manner, and adhere to the following security rules:

1. I will use the eSleuth Platform™ only for the administration of criminal justice.
    1. I will respect the confidentiality and privacy of individuals whose records I may access.
    2. I will observe any ethical restrictions that apply to data to which I have access, and to abide by applicable laws or policies with respect to access, use, or disclosure of information.
    3. I am forbidden to access or use any eSleuth Platform™ data for my own personal gain, profit, or the personal gain or profit of others, or to satisfy my personal curiosity.
2. I agree to review and complete the on-line tutorial in the "Help" section of the eSleuth Platform™ application, as well as review and comply with the eSleuth Operating Manual and Security Policy in the "Operating Manual" of the eSleuth Platform™.
3. I know that I will be issued a user identifier (User ID) and a password to authenticate my eSleuth Platform™ account. After receiving them:
    1. I understand that my eSleuth Platform™ computer account is assigned to me alone and is not to be shared with anyone, including co-workers, trainers, or computer technicians. I will not allow anyone else to have or use my password.
    2. If I know that my password is compromised, I will report the compromise to my agencies' eSleuth Platform™ POC and to the eSleuth Platform™ secure access representative.
    3. I am responsible for all activity that occurs on my individual account once my password has been used to log onto the eSleuth Platform™.
    4. I will ensure that my password is changed every 90 days in accordance with CJIS requirements, or if compromised, whichever is sooner.
    5. I will not store my password on any processor, microcomputer, personal digital assistant (PDA, such as a Palm Pilot or Blackberry), personal electronic device, or on any magnetic or electronic media.
    6. I will employ the use of Advanced Authentication when accessing CJI on a device that is determined to be outside the perimeter of a physically secure location.
    7. If I am located in the state of Florida, I will not access eSleuth Platform™ from a non-departmental device.

8. I will never leave my eSleuth Platform™ session unattended while I am logged on.
9. I know that it is a violation of policy for any computer user to try to mask or hide his or her identity, or to try to assume the identity of someone else for the purpose of access to the eSleuth Platform™.
10. I will not connect any personal information technology equipment (for example, PDAs, personal computers, or digitally enable devices) to the terminal I am using to access the eSleuth Platform™ for the purpose of downloading eSleuth Platform™ data.
11. If I observe anything on the system I am using that indicates inadequate security, I will immediately notify my Agency POC. I know what constitutes a security incident and know that I must immediately report any such incidents to my Agency POC.

4. I may pass along information I obtained from the eSleuth Platform™ to other persons who do not have direct access to the eSleuth Platform™ ONLY if they are known by me to be law enforcement or criminal justice personnel who are authorized to receive information.
5. I agree not to use the resources of the eSleuth Platform™ in such a way that the work of other users, the integrity of the system, or any stored data may be jeopardized.
6. I agree that if, in the opinion of the eSleuth Compliance Department, my use of the resources contravenes any provision in this agreement, or is in breach of any rules in force for the time being, my access to the eSleuth Platform™ will be revoked. Any dispute arising from such action, or arising from other provisions of this Agreement will be conducted under the appropriate disputes and appeals procedure within the eSleuth Compliance Department and agreement with the providers of information comprising the eSleuth Platform™.
7. I understand that eSleuth accepts no responsibility for the malfunctioning of any equipment or software, nor failure in security or integrity of any stored data.
8. I understand that no claim shall be made against eSleuth, its employees, or agents in respect of any loss alleged to have been caused whether by defect in the resources or by act or neglect of the eSleuth, its employees, or agents.
9. I know that my actions as a eSleuth Platform™ user can greatly affect the security of the eSleuth Platform™ and that my electronic signature on this agreement indicates that I understand my responsibility as a eSleuth Platform™ user requires that I adhere to regulatory guidance.

If you choose not to accept these standards of behavior, you will be denied access to the eSleuth Platform™. Violators of these standards will be reported to their respective agency head.

Acknowledgment and Acceptance:

I acknowledge and accept the responsibilities as set out in Part I of this TOS. I acknowledge that these responsibilities have been developed and approved by the eSleuth Platform™ users and providers of information to the eSleuth Platform™ in order to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in the eSleuth Platform™. I further acknowledge and accept that my failure to comply with these responsibilities will subject my access to various sanctions as approved by the

eSleuth Compliance Department. These sanctions may include termination of my access to the eSleuth Platform™.

PART II

In addition, if you are an authorized signatory on behalf of your agency, the following terms are entered into by and between eSleuth, Inc. ("eSleuth") and the agency ("Agency") you represent (each a "Party" and collectively, the "Parties"), as of the date (the "Effective Date") you accepted this TOS.

1. **Purpose.** eSleuth possesses certain technology known as the eSleuth Platform which includes a range of products and services including "eSleuth PFM AI™" and associated data center(s) (collectively, the "eSleuth System"), which (i) aggregates data relevant to the reduction of and defense against criminal activity, and (ii) provides mechanisms for local, state and federal agency partners to query such aggregated data. The purpose of this TOS is to establish the terms and conditions by which each Party may access and use the eSleuth Platform and the data contained therein.

2. **Contribution of Data to eSleuth Platform.** From time to time, Agency may contribute data to eSleuth for use in the eSleuth Platform ("Agency Data"). Any and all contribution of Agency Data to the eSleuth Platform is done at the discretion of the Agency. Agency shall retain all right, title and interest in and to all Agency Data except as otherwise provided in this TOS. Agency hereby grants to eSleuth the limited rights (i) to use, reproduce, store and distribute Agency Data within the eSleuth Platform, including the right to make Agency Data available to subscribers of the eSleuth Platform, and (ii) to the extent Agency Data is public data, i.e., data that would be releasable pursuant to a request under the Freedom of Information Act or the relevant state public records law ("Public Data"), to use, reproduce, store and distribute (including the right to permit third parties to use, reproduce, store and distribute) Public Data for any purpose. Upon Agency's request, eSleuth shall provide reasonable technical assistance to Agency for the extraction and submission of Agency Data to the eSleuth Playform. Agency is solely responsible for the accuracy of its Agency Data.

3. **Use of Contributed Data.** From time to time, Agency may desire to use data previously contributed by another agency to eSleuth and stored within the eSleuth Platform ("Contributed Data"). Agency shall receive no right, title or other interest in or to any Contributed Data except as provided in this TOS. eSleuth hereby grants to Agency the limited right for each of its Authorized Users (as defined below) to access and use the eSleuth Platform and Contributed Data solely for law enforcement purposes. Agency shall not take any enforcement action based on Contributed Data without first verifying the accuracy and current status of such information with the contributing agency.

4. **Classified Information.** Agency may not use the eSleuth Platform for any purpose other than a law enforcement investigation, reporting or prosecution purpose. Agency agrees that it shall only insert classified data into portions of the eSleuth Platform specifically designated by eSleuth as a repository for intelligence information, and agrees that it shall adhere to all procedures for the handling of such classified information as determined by CJIS. Agency shall not insert classified data into any other portions of the eSleuth Platform or otherwise compromise the law enforcement capabilities of the eSleuth Platform.

5. **Compliance with Laws.** Each Party represents, warrants and covenants that it shall adhere to the eSleuth Information System Operating Manual & Security Policy ("Operating Manual") and all other local, state and federal laws, rules and regulations applicable to the exercise of its rights and performance of its obligations hereunder (collectively, "Applicable Laws").

6. **Data Security; Audit.** eSleuth shall secure the eSleuth Platform in accordance with FBI-CJIS guidelines and Applicable Laws. eSleuth shall record all users' access to and use of the eSleuth Platform, and shall analyze all such access and use for misuse and/or unusual activity. It is understood that by agreeing to this TOS, that you consent to monitoring, review, and audit of your activity. Periodically, eSleuth shall prepare a report itemizing any such misuse and/or unusual activity and shall promptly provide each such report to Agency. Agency shall be solely responsible for performing any necessary follow-up in accordance with Agency's internal policies and all Applicable Laws. If eSleuth reasonably believes that Agency may not be in compliance with Applicable Law, eSleuth shall provide written notice of such belief to Agency and Agency shall have thirty (30) days from receipt of such written notice to make available to eSleuth its books and records for inspection so as to allow eSleuth to assess Agency's compliance with Applicable Laws. If Agency does not timely permit eSleuth to inspect its books and records, or if during the conduct of such audit it is determined, in eSleuth's sole discretion, that Agency has violated any Applicable Law, eSleuth may immediately terminate this TOS as provided in Article 8 herein.

7. **Agency Point of Contact.** Consistent with the requirements of CJIS and Applicable Laws, Agency shall appoint an authorized representative as the single point of contact for any questions or issues arising under this TOS ("Agency POC"). Agency POC shall be responsible for: (i) authorizing Agency individuals to access and use the eSleuth Platform ("Authorized Users"); (ii) removing Authorized Users from the eSleuth Platform when they leave the Agency or otherwise become ineligible for access; (iii) ensuring that all Authorized Users are adequately trained with respect to the eSleuth Platform and all Applicable Laws; and (iv) communicating with eSleuth. Agency shall promptly notify eSleuth whenever the Agency POC is replaced by a new person.

8. **Term and Termination.** This TOS is effective as of the Effective Date and shall continue until terminated by a Party in accordance with this TOS. eSleuth may immediately suspend Agency's access to the eSleuth Platform and/or terminate this TOS at any time if eSleuth determines, in its sole discretion, that Agency has breached this TOS or violated any Applicable Law; provided, however, that eSleuth may reinstate Agency's access to the eSleuth Platform upon the receipt of satisfactory assurances that Agency has corrected such violations and taken appropriate measures to prevent future violations. Either Party may terminate this TOS (including all rights to access the eSleuth Platform) for any reason or no reason whatsoever upon thirty (30) days' prior written notice.

9. **Disclaimer of Liability.** In no event will either Party be liable to the other Party for any indirect, consequential, incidental, punitive or special damages (including loss of profits, data, business or good will) in connection with the transactions contemplated by this TOS, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, even if it is advised of the likelihood of such damages. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents. THE FOREGOING LIMITATION AND EXCLUSION OF LIABILITY SHALL NOT APPLY IN THE EVENT OF THE LIABLE PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MALFEASANCE OR INTENTIONAL NON-PERFORMANCE.

10. **Miscellaneous.** Each Party or Agency POC represents, warrants and covenants that it has legal authority to enter into this TOS. This TOS may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and an electronic, photocopy or facsimile signature shall be as valid as the original. This TOS supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this

TOS. The provisions of this TOS are solely for the benefit of the Parties and are not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law. This TOS may not be assigned by either Party without the prior written consent of the other Party, except that eSleuth may assign this TOS or any of its rights or delegate any of its obligations to any affiliate or to any person in connection with a merger or acquisition of all or substantially all of eSleuth's assets or all or a controlling interest in its voting equity without Agency's consent. This TOS and all documents referred to in this TOS are governed by, and shall be construed and enforced in accordance with, the laws of the State of California, without giving effect to any conflict of laws provisions. No amendment, modification, extension, release, discharge or waiver of this TOS, or of any provision hereof, shall be valid or binding unless in writing and signed by the Parties.

11. **Privileges and Responsibilities.** The eSleuth Platform™ operates under the governance of the eSleuth Compliance Department. You have requested, or your agency has requested on your behalf, access to the eSleuth Platform™.

I understand and agree on behalf of the Agency to abide by Part II of the TOS as outlined above.