



2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT
SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
July 14, 2026



CITY OF LINCOLN 2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY July 14, 2026

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Richard Pearl

Mayor Pro Tem Whitney Eklund

Councilmember Holly Andreatta

Councilmember Ben Brown

Councilmember John Reedy

City Hall (Extremely Limited Seating Capacity)
3rd Floor Council Chambers
600 Sixth Street
Lincoln, CA 95648

or attend via

ZOOM

register by using this link:

https://us06web.zoom.us/webinar/register/WN_BuE0s3EcQD-zsbFvqlr9eQ

or participate by calling US: +1 (669) 900-6833

use ID #867 6709 0429

and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Douglas White, Special Counsel
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurnburn, City Clerk	Matthew Medill, Public Works Director
Veronica Rodriguez, Human Resources Director	Anthony Mejia, Fire Chief

MISSION STATEMENT: To provide the highest level of service responsive to our community's expectations and to enhance the quality of life and economic vitality.

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the City Council Agenda pursuant to the Brown Act, Government Code § 54954.2(a) is on the public kiosk outside the entrance of City Hall, 600 6th Street, Lincoln, California. City Council Agenda Packets are available for review at the City Clerk's Office, 600 6th Street, Lincoln, California, and "Live and Archived" meetings, minutes and videos are available on the City's website at www.Lincolncalifornia.gov. City Council Meetings are televised live 6:00PM on Cable channel 18.

Public Input: Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker card to City staff. Speaker cards are available near the entrance of the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item not appearing on the agenda will be called upon during "Public Comment on Non-Agenda Items." In either case, please stand to be recognized by the Mayor when your name is called. Please note: comments from the audience without coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.

Special Meeting Public Input: Only issues listed on a special meeting agenda may be addressed pursuant to the Brown Act's regulation of Special Meetings.

Consent Agenda: All matters on the Consent Agenda are considered routine business and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

Judicial Review: Pursuant to applicable laws and regulations, including without limitation, California Government Code § 65009 and/or California Public Resources Code § 21177, if you wish to challenge in court any of the decisions made by the City Council, including any action regarding planning, zoning or environmental decisions, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

1. CLOSED SESSION - 4:00pm

1.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. S-CV-0053711)

1.B CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code, § 54956.8)

Property: APN 021-321-083

Agency Negotiator: Nita Wracker, Assistant City Manager,

Negotiating Parties: Boys and Girls Club,

Under Negotiations: Price, terms of payment or both

1.C **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Gov. Code, § 54956.8)
Property: APN 021-321-085
Agency Negotiator: Nita Wracker, Assistant City Manager,
Negotiating Parties: Kids First
Under Negotiations: Price, terms of payment or both

1.D **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code §54956.9(d)(4): One (1) potential case

2. **CALL TO ORDER**

3. **ROLL CALL**

4. **PUBLIC COMMENT (CLOSED SESSION AGENDA ITEMS ONLY)**

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. **CALL TO ORDER**

6. **ROLL CALL**

7. **REPORT FROM CLOSED SESSION (if any)**

8. **PLEDGE OF ALLEGIANCE**

9. **AGENDA MODIFICATIONS**

10. **PRESENTATIONS**

11. **INFORMATION ITEMS AND DISCLOSURES**

12. **PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL** **All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.*

13. **CONSENT**

13.A [Approval of Meeting Minutes of June 23, 2026 Regular City Council Meeting. \(Blair Hutchison\)](#)

13.B [Approval of Meeting Minutes of April 20, 2026 Special Meeting, Work Session. \(Blair Hutchison\)](#)

13.C [Approval of Meeting Minutes of June 18, 2026 Special Meeting, Closed Session. \(Blair Hutchison\)](#)

13.D [Approval of Meeting Minutes of June 24, 2026 Special Meeting, Strategic Planning. \(Blair Hutchison\)](#)

- 13.E Adopt a Resolution Approving the Notice of Completion for the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements. (Michelle Scoma)
- 13.F Adopt a Resolution Approving the Notice of Completion for the 583 F Street Public Improvements. (Michelle Scoma)
- 13.G Adopt a Resolution Authorizing the City Manager to Execute a Renewal Contract for Services with Accela for the SaaS Civic Platform (Land Management) for Permitting, Building and Inspection, Maintenance and Hosting in an Amount not-to-exceed \$130,530 which includes a 10 percent contingency for additional licenses due to possible growth. (Jennifer Brown)
- 13.H Adopt a Resolution Approving the Notice of Completion for the Esplanade at Turkey Creek Jansen Park Public Improvements. (Michelle Scoma)
- 13.I Adopt a Resolution Approving the Plans and Technical Specifications for the UPRR Sewer Rehabilitation Capital Improvement Project (CIP) 477. (Jonnelyn Espartero)
- 13.J Adopt a Resolution Approving Plans and Technical Specifications for the Ferrari Ranch Road UPRR Crossing Improvements Capital Improvement Project (CIP) 600. (Jonnelyn Espartero)
- 13.K Adopt a Resolution Awarding Construction Contract for Capital Improvement Project (CIP) 704 - Fire Station 35 Driveway to V2 Grading and Paving, Inc. (Jacob Groeser)
- 13.L Adopt a Resolution Approving the Establishment of One College Intern Position within the Information Technology Department. (Claire True)
- 14. PUBLIC HEARINGS**
- 15. GENERAL BUSINESS**
- 15.A Consider Fee Waiver and Approval of F Street Closure and Plaza for Farmers Market / Community Event. (Nita Wracker)
- 15.B Adopt a Resolution Authorizing the City Manager to Execute a Cooperative Funding Agreement with Placer County for Sierra College Boulevard and Twelve Bridges Drive Signalization and Intersection Improvements. (Vin Cay)
- 16. CITY MANAGER REPORTS**
- 17. COUNCIL INITIATED BUSINESS**
- 18. COMMITTEE REPORTS**
- 19. ADJOURNMENT**

NOTE: Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at <https://www.lincolncalifornia.gov/> subject to staff's availability to post the documents before the meeting.

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

Levine Act Provisions -- The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than \$500 within the 12 months before the City decision. This includes contributions to Councilmembers, Planning Commissioners and members of other City boards and commissions.



STAFF REPORT

Item Number 13.A

SUBJECT: Approval of Meeting Minutes of June 23, 2026 Regular City Council Meeting. (Blair Hutchison)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: July 14, 2026

ATTACHMENTS:
[1.DRAFT - MEETING MINUTES, 6.23.2026.docx](#)



**MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
June 23, 2026**

1. CLOSED SESSION MEETING – 5:00pm

1.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. SCV-0053711)

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 5:03pm at City Hall, 600 6th Street, Lincoln, CA in the Council Chambers and offered virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18. Closed session was held in the 3rd floor conference room.

3. ROLL CALL Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION – none.

GENERAL SESSION – 6:00pm

The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

5. CALL TO ORDER by Mayor Pearl at 6:08pm.

6. ROLL CALL: Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

7. REPORT FROM CLOSED SESSION (if applicable) – no reportable action, direction was provided to staff.

7. PLEDGE OF ALLEGIANCE – led by Ron Dolinsek.





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City Council, Public Finance Authority and
Redevelopment Successor Agency
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8. AGENDA MODIFICATIONS

Staff noted that there was a correction to the exhibit to the resolution for item 15.B, redline edits were provided to Council and the public.

9. PRESENTATIONS – none.

10. INFORMATION ITEMS AND DISCLOSURES

11. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL

The following provided public comment:

Stan Nader, Lincoln resident

12. CONSENT

Mayor Pearl asked if any members of the City Council or staff would like to pull any items from the consent agenda with none pulled.

13.A Approval of Meeting Minutes of June 9, 2026, Regular City Council Meeting.

13.B Adopt **Resolution 2026-097** Authorizing the City to Accept (1) Additional Preliminary Engineering Funds in the Amount of \$569,248, and (2) Accept the Right-of-way Authorization Funds in the Amount of \$150,000 for the McBean Bridge Project -CIP 353 and Augment the Relevant Revenue and Expense Accounts in Federal Grants Fund 2980 in Fiscal Year 2026/27.

13.C Adopt **Resolution 2026-098** Authorizing the City Manager to Execute the Updated Cooperative Agreement with the CAL-FIRE for Wildland Fire Protection for the Village 1 Annexation Area for FY 2026/27.

13.D Adopt **Resolution 2026-099** Accepting the Liberty at Lincoln Mabel Adams Ahart Park Public Improvements as Complete and Authorize the City Clerk to File the Notice of Completion with the Placer County Recorder.

13.E Adopt the following Resolutions (1) **Resolution 2026-100** Approving Annexation No. 29 (Stardust 78) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) and (2) **Resolution 2026-101** Approving Annexation No. 17 (Stardust 78) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services).



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13.F Adopt Resolution 2026-102 Authorizing (1) the City to Accept Preliminary Engineering funds in the amount of \$36,000 and Augment the Relevant Revenue and Expense Accounts in Federal Grants Fund 2980 in Fiscal Year 2026/27 (2) the Creation of CIP 724 - McBean Park Drive Improvements, and (3) Budget Augmentation of \$4,000 from the Unencumbered Fund 2210 to CIP 724.

13.G Adopt Resolution 2026-103 Authorizing the City Manager to Execute the Animal Control Contract Renewal with Placer County and an augmentation to the Police Department Professional Services Account within the General Fund 1000 in the amount of \$170,779.

Councilmember Andreatta and Mayor Pro Tem Eklund had questions and comments regarding item 13.G. City Manager Sean Scully addressed the questions and comments.

Seeing no public comment, Mayor Pearl called for a motion of approval. Councilmember Andreatta motioned to approve, motion was seconded by Councilmember Brown. Passed by the following voice vote:

Ayes: Andreatta, Brown, Eklund, Pearl, Reedy
Noes: None
Absent: None
Abstain: None

13. PUBLIC HEARINGS - none

14. GENERAL BUSINESS

15.A Wall of Recognition Concept Discussion

City Clerk Hope Ithurnburn made the presentation to Council. Council had questions and provided feedback to staff.

The following provided public comment:

Lena Labosky, via Zoom
Ron Dolinsek, Lincoln resident

Item was presented for information only – direction was given to staff.





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15.B Adopt the following Resolutions (1) **Resolution 2026-104** Declaring an Election on November 3, 2026; Requesting the Placer County Board of Supervisors to Consolidate the Election; and Requesting Election Services by the Placer County Clerk and (2) **Resolution 2026-105** Authorizing the Submission of a Ballot Measure to Voters to Approve a Local One Cent (.01) Sales Tax for General City Revenue Purposes.

City Clerk Hope Ithurnburn introduced the election services item to Council.

Assistant City Manager Nita Wracker made the sales tax measure presentation to Council, with portions being presented by Police Chief, Matt Alves and Fire Chief, Anthony Mejia. City Manager Sean Scully provided comments, with a lengthy discussion to follow.

Councilmember Brown stepped out at 7:15pm and returned at 7:23pm.

The following provided public comment:

Stan Nader, Lincoln resident
Evan Faddis, City of Lincoln Fire
TJ Thomas, City of Lincoln Fire
Antonio Virga, City of Lincoln Police Department
Ron Dolinsek, Lincoln resident
Maureen Bauman, Lincoln resident
Darla Guterriez, Lincoln resident

1. Adopt **Resolution 2026-104** declaring an election to be held on November 3, 2026; requesting the Placer County Board of Supervisors to consolidate the election with any other election conducted on said date; and requesting election services by the Placer County Clerk.

Mayor Pearl called for a motion of approval noting the edits to Exhibit A of the resolution. Councilmember Andreatta motioned to approve, motion was seconded by Councilmember Brown. Passed by the following roll call vote:

Ayes: Andreatta, Brown, Eklund, Pearl, Reedy
Noes: None
Absent: None
Abstain: None

2. Adopt **Resolution 2026-105** authorizing the submission of a ballot measure to the City of Lincoln qualified voters to approve a local One Cent (1¢) sales tax for general City revenue purposes.

Mayor Pearl called for a motion of approval. Councilmember Andreatta motioned to approve, motion was seconded by Councilmember Brown. Passed by the following roll call vote:



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Ayes: Andreatta, Brown, Eklund, Pearl, Reedy
Noes: None
Absent: None
Abstain: None

15. CITY MANAGER REPORTS

City Manager Sean Scully congratulated City of Lincoln Fire Department staff on recent promotions, mentioned the upcoming City Council Strategic Planning session on June 24th at 9:00 am at Twelve Bridges Library and encouraged the public to attend, mentioned an item he would like to bring to an upcoming meeting to review Council's schedule and calendars.

16. COUNCIL INITIATED BUSINESS

Mayor Pro Tem Eklund requested an update regarding tax sharing with Placer County.

17. COMMITTEE REPORTS

Mayor Pearl spoke about the recent car show. Councilmember Reedy provided an update from Western Placer Waste Management Authority (WPWMA) and Lincoln-SMD1 Wastewater Authority (LiSWA). Councilmember Brown noted he will be attending Placer County Transportation Planning Agency this week. Mayor Pro Tem Eklund provided an update on the recent Local Agency Formation Commission (LAFCO) hiring.

19. ADJOURNMENT

The meeting was adjourned at 9:11pm to the Regular City Council meeting on July 14, 2026, at 6:00pm in the Council Chambers, 600 6th Street, Lincoln.

Respectfully submitted by Blair Hutchison, Deputy City Clerk

Blair Hutchison, Deputy City Clerk





STAFF REPORT

Item Number 13.B

SUBJECT: Approval of Meeting Minutes of April 20, 2026 Special Meeting, Work Session. (Blair Hutchison)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: July 14, 2026

ATTACHMENTS:
[DRAFT - SPECIAL MEETING MINUTES, 4.20.26.docx](#)



**MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Special Meeting – Work Session
April 20, 2026**

OPEN SESSION MEETING

The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

1. CALL TO ORDER by Mayor Pearl at 3:05 PM.

2. ROLL CALL: Councilmembers present:

Mayor Richard Pearl
Ben Brown
John Reedy

Absent:

Holly Andreatta

3. PLEDGE OF ALLEGIANCE – led by Phil Rodriguez

Mayor Pro Tem Whitney Eklund arrived at 3:06 PM.

**4. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER
JURISDICTION OF THE COUNCIL**

None.

5. DISCUSSION ITEM

5.A Open Space Policy Discussion

City Manager Sean Scully began the presentation to the Committee and Interim City Attorney Douglas White provided comments and answered questions throughout the presentation.

Mayor Pearl opened the discussion on the agenda item. The following public comment was received:

Jerry Johnson, Planning Commissioner, via Zoom
Tony Frayji, consultant, via Zoom
Phil Rodriguez, developer

The Planning department was present at the meeting and made comments and suggestions to council during the discussion.

Council provided direction to staff.

6. ADJOURNMENT

Mayor Pearl adjourned the meeting at 4:24 PM

Respectfully submitted by Blair Hutchison, Deputy City Clerk

Blair Hutchison, Deputy City Clerk





STAFF REPORT

Item Number 13.C

SUBJECT: Approval of Meeting Minutes of June 18, 2026 Special Meeting, Closed Session. (Blair Hutchison)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: July 14, 2026

ATTACHMENTS:
[1.DRAFT - MEETING MINUTES, 06.18.2026.docx](#)



**MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Special Meeting – Closed Session
June 18, 2026**

1. CLOSED SESSION MEETING – 10:00am

1.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. SCV-0053711)

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 10:02am at City Hall, 600 6th Street, Lincoln, CA in the Council Chambers and offered virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18. Closed session was held in the City Manager's Conference Room.

3. ROLL CALL Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION – none.

5. ADJOURNMENT

Council returned to the Chambers at 3:40pm. City Manager, Sean Scully reported the Council appointed Mayor Pro Tem Eklund and Mayor Pearl to provide direction and advice to the legal team regarding this matter.

Mayor Pearl adjourned the meeting at 3:45 pm.

Respectfully submitted by Blair Hutchison, Deputy City Clerk

Blair Hutchison, Deputy City Clerk





STAFF REPORT

Item Number 13.D

SUBJECT: Approval of Meeting Minutes of June 24, 2026 Special Meeting, Strategic Planning. (Blair Hutchison)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: July 14, 2026

ATTACHMENTS:
[DRAFT - Meeting Minutes, 6.24.2026.docx](#)



**MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Special Meeting – Work Session
June 24, 2026**

OPEN SESSION MEETING

The meeting was conducted in person at Twelve Bridges Library, 485 Twelve Bridges Dr., Lincoln, CA, and virtually on Zoom.

1. CALL TO ORDER by Mayor Pearl at 9:10 AM.

2. ROLL CALL: Councilmembers present: Mayor Richard Pearl
Holly Andreatta
Whitney Eklund
John Reedy

Councilmembers absent: Ben Brown

Councilmember Brown arrived at 11:00am and left at 12:30pm.

Staff present:

Sean Scully, City Manager
Nita Wracker, Assistant City Manager/Finance Director
Erin Frye, Economic Development & Communications Specialist
Matt Alves, Police Chief
Zach Eaton, Police Captain
Matt Medill, Public Works Director
Vin Cay, City Engineer
Blair Hutchison, Deputy City Clerk
Hope Ithurburn, City Clerk, via Zoom
Anthony Mejia, Fire Chief
Karen Van Gundy, Library Coordinator
Jennifer Brown, Chief Innovation & Technology Officer
Veronica Rodriguez, Human Resources Director

**3. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER
JURISDICTION OF THE COUNCIL – none.**

4. STRATEGIC PLANNING

Greg Greeson of Greeson Consulting facilitated the strategic planning session.

The following department heads provided updates:

Matt Alves, Police Chief
Erin Frye, Economic Development & Communications Specialist
Vin Cay, City Engineer
Hope Ithurburn, City Clerk, via Zoom
Anthony Mejia, Fire Chief
Karen Van Gundy, Library Coordinator





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Special Meeting – Work Session Minutes
June 24, 2026

Jennifer Brown, Chief Innovation & Technology Officer
Veronica Rodriguez, Human Resources Director
Nita Wracker, Assistant City Manager/Finance Director
Matt Medill, Public Works Director

The following provided public comment:

Eric Kurland, Lincoln resident
Joann Hilton, EDC Member and resident
David Peterson, Lincoln resident

5. COUNCIL INITIATED BUSINESS – none.

6. ADJOURNMENT

Mayor Pearl adjourned the meeting at 2:17pm.

Respectfully submitted by Blair Hutchison, Deputy City Clerk.

Blair Hutchison, Deputy City Clerk





STAFF REPORT

Item Number 13.E

SUBJECT:

Adopt a Resolution Approving the Notice of Completion for the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements. (Michelle Scoma)

SUBMITTED BY:

Michelle Scoma

DEPARTMENT:

Engineering

DATE:

July 14, 2026

STAFF RECOMMENDATION:

Staff recommends adopting a resolution accepting the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (see Attachment 2).

BACKGROUND/INTRODUCTION:

The City Manager executed a Public Improvement Agreement with PW Fund B, LP on July 16, 2024 for the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements Project (see Attachment 3). This project consists of the backbone infrastructure for a 176,000 square foot warehouse, with associated site improvements and 99 parking stalls.

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on May 12, 2025. Staff has determined that work performed by PW Fund B, LP is complete and in conformance with the terms of the agreement.

PW Fund B, LP has paid for all construction inspection and administration costs associated with the project. PW Fund B, LP has provided a warranty bond in the amount of \$12,452 in accordance with the amounts specified in the Public Improvement Agreement, guaranteeing the work for a period of one year from date of the filing of the Notice of Completion (see Attachment 4).

FISCAL IMPACT:

This project is part of CFD 2018-1 that funds the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, stormwater quality, and drainage facilities.

ATTACHMENTS:

3225 Venture Dr & 1401 Aviation Blvd NOC.Doc2-Attach 1
Resolution.2026July14.mscoma.docx

3225 Venture Dr & 1401 Aviation Blvd NOC.Doc3-Attach 2 NOC.2026July14.mscoma.pdf

3225 Venture Dr & 1401 Aviation Blvd NOC.Doc4-Attach 3 PIA.2026July14.mscoma.pdf

3225 Venture Dr & 1401 Aviation Blvd NOC.Doc5-Attach 4 Warranty
Bond.2026July14.mscoma.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ACCEPTING THE 3225 VENTURE DR & 1401 AVIATION BLVD SEWER EXTENSION
AND SERVICE RELOCATION PUBLIC IMPROVEMENTS AS COMPLETE AND
AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on July 16, 2024, the City of Lincoln entered into a Public Agreement with PW Fund B, LP for the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements Project; and

WHEREAS, all work with the above agreement was completed on May 12, 2025, in accordance with the agreement; and

WHEREAS, City staff recommends to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. Construction on the above-mentioned subdivision improvement agreement is hereby accepted as being complete in accordance with the plans and specifications.

Section 2. The City Clerk is directed to execute and record the Notice of Completion on said agreement and project on behalf of the City of Lincoln.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurnburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

3225 Venture Dr & 1401 Aviation Blvd
Sewer Extension and Service Relocation
Public Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 12th day of May, 2025, a Final Inspection on the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Public Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the 3225 Venture Dr & 1401 Aviation Blvd Sewer Extension and Service Relocation Public Improvements was completed on May 12, 2025, and accepted by the City Council of the City of Lincoln on July 14, 2026.

That the name of the surety on the developer's bond for payment on said contract is Everest Reinsurance Company, a California corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurnburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place



PLACER, County Recorder
RYAN RONCO
DOC- 2024-0037441-00

NO FEE DOCUMENT
Government Code 6103

WEDNESDAY, JUL 17, 2024 02:23 PM
MIC \$0.00 | AUT \$0.00 | SBS \$0.00
ERD \$0.00 | SB2 \$0.00 | * \$0.00
ADD \$0.00

Recording requested by and return to:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Gwen Scanlon, City Clerk

Ttl Pd \$0.00 Rcpt # 03333386
CLK2L8K8V3/LPM/1-15

Exempt from Recording Fees – Gov. Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project Name: 3225 Venture Dr and 1401
Aviation Blvd Sewer
Extension and Service
Relocation

Project Address: 3225 Venture Dr and 1401
Aviation Blvd

APN: 021-564-007 & 021-564-008

FRONTAGE/PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of July, 2024
by and between the City of Lincoln, a Municipal Corporation, of the State of California,
hereinafter referred to as "City," and PW Fund B, LP a California Limited Partnership,
hereinafter referred to as "Principal".

1. Improvement Plans. The improvement plans for said real property (entitled
"3225 Venture Dr Improvement Plans" and "Sewer Extension and Service
Relocation for 1401 Aviation Blvd." and incorporated herein by reference, hereinafter
"Improvement Plans") include certain public frontage improvements required by the
Lincoln Municipal Code and any conditions of approval for entitlements granted for the
subject property by the City. These public improvements owned by the Principal located
at 3225 Venture Dr and 1401 Aviation Blvd must be constructed in a timely manner and
in accordance with the City Design Criteria and Procedures Manual and Public Facilities
Improvement Standards.

2. Encroachment Permit. The City shall grant Principal an encroachment permit
to construct Required Improvements in accordance with Section 12.02 – excavations and
Encroachments of the City of Lincoln Municipal Code.

3. Construction of Improvements. The Principal agrees to construct and install at the Principal's own cost and expense, frontage/public improvements such as drainage facilities, sewer and water facilities, curbs, gutters, sidewalks, or other facilities that are stated on the Improvement Plans approved by the City (hereinafter "Required Improvements"), in accordance with the Improvement Standards of the CITY within twelve months of the date of this AGREEMENT.

4. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown to entitle the Principal an extension.

b. Requests for extension of the completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

5. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Principal's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Completion of Improvements. Upon satisfactory completion of all improvements required herein as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), the CITY agrees to accept for maintenance the Required Improvements within the aforesaid real property subject to the provisions of Paragraphs 6 and 11 hereof.

11. Warranty. The Principal agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance by the City.

12. Repair or Reconstruction of Defective Work. If, within a period of twelve months after final acceptance by the City of the Required Public Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Required Public Improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work,

and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

13. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

14. Delay of Work. If the construction of the Required Improvements should be delayed without fault of the Principal, the time for the completion, there for may be extended by the City Engineer, for such period of time as the City Engineer may deem reasonable.

15. Inspection and Other Fees. The Principal shall pay to the City all fees imposed in connection with the design, construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the subject real property and its development, and this Agreement shall in no way exonerate or relieve the Principal from paying such other applicable fees, charges, and/or costs.

16. Improvement Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

a. Faithful Performance Security. Principal shall provide faithful performance security as set forth in the City of Lincoln Municipal Code to secure faithful performance of this Agreement (the "faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Sixty-Two Thousand, Two Hundred Fifty-Eight and No/100 Dollars (\$62,258.00).**

b. Labor and Materials Security. Principal shall also provide payment security as set forth in the City of Lincoln Municipal Code to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "Labor and Materials"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Sixty-Two Thousand, Two Hundred Fifty-Eight and no/100 Dollars (\$62,258.00)**, and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

c. Guarantee and Warranty Security. Principal shall also furnish a "guarantee and warranty security" in the amount of twenty percent (20%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Twelve Thousand, Four Hundred Fifty-Two and no/100 Dollars (\$12,452.00)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the Required Improvements, but must be provided prior to the acceptance of such improvements.

d. Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Zero and no/100 Dollars (\$0.00)** to guarantee and secure the placement of such monuments.

e. Bonds. Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City. All required securities shall be in a form approved by the City Attorney. The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City. The premiums for said bonds shall be paid by Principal. Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney.

f. Changes to Agreement or Plans. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

g. Irrevocable. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

h. Attorney-in-Fact. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

17. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

18. Principal's Insurance.

a. Principal Shall Maintain Insurance. Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Principal or Principal's General Contractor shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Principal to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work, the Principal or Principal's General Contractor shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Principal or Principal's Contractor shall not allow any subcontractor to commence work until similar insurance first shall have been so obtained by such subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard ACORD, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City Attorney. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Principal may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Section. At any time, at the written request of the City, Principal agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City Attorney. Upon request by the City, Principal shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Principal or Principal's General Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Principal under the Agreement.

f. Required Limits. Principal or Principal's General Contractor and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of Principal or Principal's General Contractor and subcontractors of the following coverage and limit of insurance is a material element of the Agreement. The failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

(1) Workers' Compensation Insurance. Principal or Principal's Contractor shall maintain, during the term of this Agreement, Workers' Compensation insurance for all employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Principal or Principal's General Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. Principal or Principal's Contractor shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure to take out and maintain such insurance.

(2) Commercial General Liability Insurance. Principal or Principal's Contractor shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Principal and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Principal, any contractor's or subcontractor's operations hereunder, whether such operations are by Principal or any contractor or subcontractor or by anyone directly or indirectly employed by either Principal or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/01)" covering commercial general liability or its equivalent.

(3) Automobile Liability. Principal shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Principal arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence, no deductible.

(4) Endorsements. Principal shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming the City of Lincoln, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(b) Provision or endorsement waiving any rights of subrogation against the City, its officers, officials, employees, agents, boards, commissions and volunteers.

(c) Provision or endorsement stating that insurance is Primary insurance with respects the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the Principal's insurance and shall not contribute with it.

(d) Provision or endorsement stating that the Principal's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability).

(e) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, employees, agents, boards, commissions, and volunteers.

19. Prevailing Wage. In the event it is determined that the Principal is required to pay prevailing wages for the work performed under this Agreement, the Principal and the Principal's General Contractor shall pay all penalties and wages as required by applicable law.

20. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

21. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Principal shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

22. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

23. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
CITY OF LINCOLN
600 Sixth Street
Lincoln, CA 95648

Notices required to be given to Principal shall be addressed as follows:

PW Fund B, LP
555 Capitol Mall Ste 900
Sacramento Ca 95814

25. Attorneys Fees. In the event that it is necessary for the City to enforce the obligations, in this Agreement including without limitation the obligations secured by the improvement security furnished pursuant to this Agreement thereof, the City shall be entitled to recover its costs and reasonable expenses and fees including reasonable attorneys and litigation fees, expert witness fees and costs, and all other costs.

26. Personal Nature of Principal's Obligations/Assignment. All of Principal's obligations under this Agreement are and shall remain the personal obligations of Principal notwithstanding a transfer of all or any part of the property subject to this Agreement, and Principal shall not assign any of its obligations under this Agreement without the prior written consent of the City.

27. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

28. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

29. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

30. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

31. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Placer County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

32. Extension of Time. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

33. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

34. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

35. Severability. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired. **IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

CITY OF LINCOLN,
a Municipal Corporation
of the State of California

By: 

Sean Scully, City Manager

ATTEST:



Gwen Scanlon, City Clerk

APPROVED AS TO FORM:


Kristine L. Mollenkopf, City Attorney

PRINCIPAL:

PW Fund B, LP a California Limited Partnership

By: PWIE GP, LLC, a California Limited Liability Company, General Partner

By: Pac West Equities, LP, a Delaware Limited Partnership, Sole Member

By: PWI GP, LP, a California Limited Partnership, General Partner

By: PWI Lead, LC, a California Limited Liability Company, General Partner

Contact: Sheridon Evans

Phone: 916-379-3887

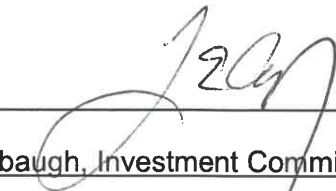
Email: sheridonevans@buzzoates.com

By: 

~~Kevin Ramos~~, Investment Committee Chair

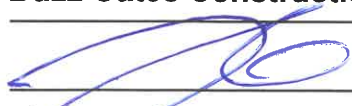
~~Philip D. Oates~~
And

~~member~~

By: 

Larry Allbaugh, Investment Committee Member

PRINCIPAL'S GENERAL CONTRACTOR
as to Paragraphs 11, 15, 16 and 18

By: 

Buzz Oates Construction, Inc.

Joe Livaich, Senior Vice
President

Development and Entitlements

7/8/24

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento }

On July 8, 2024 before me, MICHAEL REED Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Philip D. Oates & Larry Albright
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On July 8, 2024 before me, MICHAEL REED, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JOE LIVAICH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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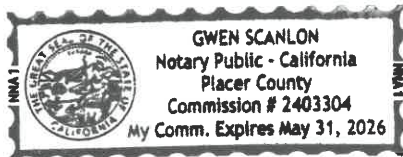
State of California

County of Placer

On July 16, 2024 before me, Gwen Scanlon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Scully
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Gwen Scanlon

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Pub. Imp. Agmt. 3225 Venture & 1401 Aviation

Document Date: 7/16/2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**PUBLIC/FRONTAGE IMPROVEMENT AGREEMENT
GUARANTEE AND WARRANTY SECURITY**

WHEREAS, the City Council of the City of Lincoln, State of California, and **PW Fund B, LP a California Limited Partnership**, (hereinafter designated as "Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as **Frontage/Public Improvement Agreement for 3225 Venture Dr and 1401 Aviation Blvd Sewer Extension and Service Relocation** is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and Everest Reinsurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of **Twelve Thousand, Four Hundred Fifty-Two and no/100 dollars (\$12,452.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: ES0015750

Premium: Included in performance bond

IN WITNESS WHEREOF, this Public/Frontage Maintenance Bond Guarantee and Warranty Security has been duly executed by the Principal and surety above named, on this 8th day of July 2025.

Everest Reinsurance Company
Name of Surety

725 Town & Country Rd, Ste 400

Orange, CA 92868
Address of Surety

800-822-5013
Telephone No. of Surety


Attorney-in-Fact Kenneth D. Thomas



Principal:
PW Fund B, LP a California Limited Partnership

By: PWIE GP, LLC, a California Limited Liability Company, General Partner

By: Pac West Equities, LP, a Delaware Limited Partnership, Sole Member

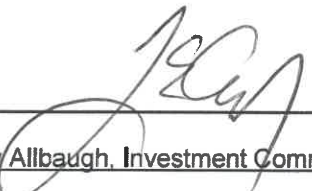
By: PWI GP, LP, a California Limited Partnership, General Partner

By: PWI Lead, LC, a California Limited Liability Company, General Partner

Contact: Sheridon Evans
Phone: 916-379-3887
Email: sheridonevans@buzzoates.com

By: 
Kevin Ramos, Investment Committee Chair

And

By: 
Larry Allbaugh, Investment Committee Member

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 7-8-25 before me, Jill C. Thomas, Notary Public
(insert name and title of the officer)

personally appeared Kenneth D. Thomas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jill C. Thomas

(Seal)



Bond Number: ES00015750

Premium: Included in performance bond

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Kenneth D. Thomas

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 8th day of July, 2025.



By: Nicole Chase, Assistant Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of SACRAMENTO

On July 21, 2025 before me, MICHAEL REED, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared KEVIN RAMOS & LARRY ALBAUGH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



STAFF REPORT

Item Number 13.F

SUBJECT: Adopt a Resolution Approving the Notice of Completion for the 583 F Street Public Improvements. (Michelle Scoma)

SUBMITTED BY: Michelle Scoma

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Adopt a resolution accepting the 583 F Street Public Improvements as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder (see Attachment 2).

BACKGROUND/INTRODUCTION:

On August 23, 2023, the City Manager executed a Public Improvement Agreement with Domeyko Taylor RE 1, LLC for the 583 F Street Public Improvements Project (see Attachment 3). This project consists of backbone infrastructure and public improvements for 7 residential apartment dwelling units and 14 commercial suites.

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on December 31, 2025. Staff has determined that work performed by Domeyko Taylor RE 1, LLC is complete and in conformance with the terms of the agreement.

Domeyko Taylor RE 1, LLC has paid for all construction inspection and administration costs associated with the project. Domeyko Taylor RE 1, LLC has provided a warranty bond in the amount of \$42,654 in accordance with the amounts specified in the Public Improvement Agreement, guaranteeing the work for a period of one year from date of the filing of the Notice of Completion (see Attachment 4).

FISCAL IMPACT:

This project is part of CFD 2018-1 that funds the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, stormwater quality, and drainage facilities. This project is also part of CFD 2018-2 that funds City public services such as police and fire protection.

ATTACHMENTS:

[583 F Street NOC.Doc5-Attach 4 Warranty Bond.2026July14.mscoma.pdf](#)

[583 F Street NOC.Doc2-Attach 1 Resolution.2026July14.mscoma.docx](#)

[583 F Street NOC.Doc3-Attach 2 NOC.2026July14.mscoma.pdf](#)

[583 F Street NOC.Doc4-Attach 3 PIA.2026July14.mscoma.pdf](#)

Bond Number: CE11270800001

Premium: included in Performance

Bond

**PUBLIC/FRONTAGE IMPROVEMENT AGREEMENT
GUARANTEE AND WARRANTY SECURITY**

WHEREAS, the City Council of the City of Lincoln, State of California, and Domevko Taylor RE 1, LLC, a California Limited Liability Company, (hereinafter designated as "Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as Frontage/Public Improvement Agreement for 583 F Street Mixed-Use Development is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of Forty-Two Thousand, Six Hundred Fifty-Four and no/100 dollars (\$42,654.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: CE11270800001
Premium: Included in Performance Bond

IN WITNESS WHEREOF, this Public/Frontage Maintenance Bond Guarantee and Warranty Security has been duly executed by the Principal and surety above named, on this 3rd day of March 2026.

Philadelphia Indemnity Insurance Co
Name of Surety

One Bala Plaza Suite 100

Bala Cynwyd PA 19004

Address of Surety

717-540-2833

Telephone No. of Surety


Attorney-in-Fact, Karen Wentling

Principal:

Domevko Taylor RE 1, LLC, a California
Limited Liability Company

By: Its Managing Member

Domevko Taylor Holding Company Inc., a California corporation

Contact: Clifton Taylor

Phone: (916) 778-0008

Email: clifton@taylor-builders.com

By:


Clifton Taylor, Secretary

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Nathan Miller, Sandra Hartzell, Michelle Bennett, Brandy Prince, Heidi R. Bratko, Tabbatha Kepner, Chris Papke or Karen Wentling of Philadelphia Indemnity Insurance Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)



John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Paula Lutz



residing at:

Bala Cynwyd

My commission expires:

October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of March 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

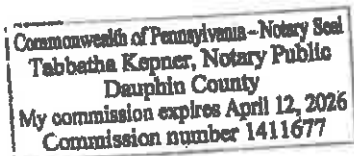
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Pennsylvania)
California)
County of Dauphin)
On March 3, 2026 before me, Tabbatha Kepner
Date Here Insert Name and Title of the Officer
personally appeared Karen Wentling
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tabbatha Kepner
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On March 4, 2026, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sharon Buckenmeyer

(SEAL)



RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ACCEPTING THE 583 F STREET PUBLIC IMPROVEMENTS AS COMPLETE AND
AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on August 23, 2023, the City Manager executed a Public Agreement with Domeyko Taylor RE 1, LLC for the 583 F Street Public Improvements Project; and

WHEREAS, all work with the above agreement was completed on December 31, 2025, in accordance with the agreement; and

WHEREAS, City staff recommends to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. Construction on the above-mentioned subdivision improvement agreement is hereby accepted as being complete in accordance with the plans and specifications.

Section 2. The City Clerk is directed to execute and record the Notice of Completion on said agreement and project on behalf of the City of Lincoln.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurnburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

583 F Street Public Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 31st day of December, 2025, a Final Inspection on the 583 F Street Public Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Public Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the 583 F Street Public Improvements was completed on December 31, 2025, and accepted by the City Council of the City of Lincoln on July 14, 2026.

That the name of the surety on the developer's bond for payment on said contract is Philadelphia Indemnity Insurance Company, a Pennsylvania corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurnburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place



PLACER, County Recorder
RYAN RONCO

DOC- 2023-0045016-00

NO FEE DOCUMENT

Government Code 6103

WEDNESDAY, AUG 23, 2023 03:43 PM
MIC \$0.00 | AUT \$0.00 | SBS \$0.00
ERD \$0.00 | SB2 \$0.00 | * \$0.00
ADD \$0.00

Recording requested by and return to:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Gwen Scanlon, City Clerk

Ttl Pd \$0.00 Rcpt # 03262992
CLK8K8K8V3/CG/1-14

SCANNED

Exempt from Recording Fees – Gov. Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project Name: 583 F Street Mixed-Use
Development

Project Address: 583 F Street

APN: 008-171-015

FRONTAGE/PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of August, 20 23
by and between the City of Lincoln, a Municipal Corporation, of the State of California,
hereinafter referred to as "City," and **Domeyko Taylor RE 1, LLC, a California Limited
Liability Company**, hereinafter referred to as "Principal".

1. Improvement Plans. The improvement plans for said real property (entitled **583
F Street Mixed-Use Development** and incorporated herein by reference, hereinafter
"Improvement Plans") include certain public frontage improvements required by the
Lincoln Municipal Code and any conditions of approval for entitlements granted for the
subject property by the City. These public improvements owned by the Principal located
at **583 F Street** must be constructed in a timely manner and in accordance with the City
Design Criteria and Procedures Manual and Public Facilities Improvement Standards.

2. Encroachment Permit. The City shall grant Principal an encroachment permit
to construct Required Improvements in accordance with Section 12.02 – excavations and
Encroachments of the City of Lincoln Municipal Code.

3. Construction of Improvements. The Principal agrees to construct and install at the Principal's own cost and expense, frontage/public improvements such as drainage facilities, sewer and water facilities, curbs, gutters, sidewalks, or other facilities that are stated on the Improvement Plans approved by the City (hereinafter "Required Improvements"), in accordance with the Improvement Standards of the CITY within twelve months of the date of this AGREEMENT.

4. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown to entitle the Principal an extension.

b. Requests for extension of the completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

5. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Principal's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Completion of Improvements. Upon satisfactory completion of all improvements required herein as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), the CITY agrees to accept for maintenance the Required Improvements within the aforesaid real property subject to the provisions of Paragraphs 6 and 11 hereof.

11. Warranty. The Principal agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance by the City.

12. Repair or Reconstruction of Defective Work. If, within a period of twelve months after final acceptance by the City of the Required Public Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Required Public Improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work,

and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

13. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

14. Delay of Work. If the construction of the Required Improvements should be delayed without fault of the Principal, the time for the completion, there for may be extended by the City Engineer, for such period of time as the City Engineer may deem reasonable.

15. Inspection and Other Fees. The Principal shall pay to the City all fees imposed in connection with the design, construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the subject real property and its development, and this Agreement shall in no way exonerate or relieve the Principal from paying such other applicable fees, charges, and/or costs.

16. Improvement Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

a. Faithful Performance Security. Principal shall provide faithful performance security as set forth in the City of Lincoln Municipal Code to secure faithful performance of this Agreement (the "faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Two Hundred Thirteen Thousand, Two Hundred Seventy and No/100 Dollars (\$213,270.00).**

b. Labor and Materials Security. Principal shall also provide payment security as set forth in the City of Lincoln Municipal Code to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "Labor and Materials"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Two Hundred Thirteen Thousand, Two Hundred Seventy and no/100 Dollars (\$213,270.00)**, and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

c. Guarantee and Warranty Security. Principal shall also furnish a "guarantee and warranty security" in the amount of twenty percent (20%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Forty-Two Thousand, Six Hundred Fifty-Four and no/100 Dollars (\$42,654.00)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the Required Improvements, but must be provided prior to the acceptance of such improvements.

d. Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Zero and no/100 Dollars (\$0.00)** to guarantee and secure the placement of such monuments.

e. Bonds. Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City. All required securities shall be in a form approved by the City Attorney. The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City. The premiums for said bonds shall be paid by Principal. Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney.

f. Changes to Agreement or Plans. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

g. Irrevocable. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

h. Attorney-in-Fact. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

17. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

18. Principal's Insurance.

a. Principal Shall Maintain Insurance. Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Principal or Principal's General Contractor shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Principal to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work, the Principal or Principal's General Contractor shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Principal or Principal's Contractor shall not allow any subcontractor to commence work until similar insurance first shall have been so obtained by such subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard ACORD, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City Attorney. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Principal may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Section. At any time, at the written request of the City, Principal agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City Attorney. Upon request by the City, Principal shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Principal or Principal's General Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Principal under the Agreement.

f. Required Limits. Principal or Principal's General Contractor and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of Principal or Principal's General Contractor and subcontractors of the following coverage and limit of insurance is a material element of the Agreement. The failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

(1) Workers' Compensation Insurance. Principal or Principal's Contractor shall maintain, during the term of this Agreement, Workers' Compensation insurance for all employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Principal or Principal's General Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. Principal or Principal's Contractor shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure to take out and maintain such insurance.

(2) Commercial General Liability Insurance. Principal or Principal's Contractor shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Principal and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Principal, any contractor's or subcontractor's operations hereunder, whether such operations are by Principal or any contractor or subcontractor or by anyone directly or indirectly employed by either Principal or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/01)" covering commercial general liability or its equivalent.

(3) Automobile Liability. Principal shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Principal arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence, no deductible.

(4) Endorsements. Principal shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming the City of Lincoln, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(b) Provision or endorsement waiving any rights of subrogation against the City, its officers, officials, employees, agents, boards, commissions and volunteers.

(c) Provision or endorsement stating that insurance is Primary insurance with respects the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the Principal's insurance and shall not contribute with it.

(d) Provision or endorsement stating that the Principal's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability).

(e) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, employees, agents, boards, commissions, and volunteers.

19. Prevailing Wage. In the event it is determined that the Principal is required to pay prevailing wages for the work performed under this Agreement, the Principal and the Principal's General Contractor shall pay all penalties and wages as required by applicable law.

20. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

21. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Principal shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

22. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

23. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
CITY OF LINCOLN
600 Sixth Street
Lincoln, CA 95648

Notices required to be given to Principal shall be addressed as follows:

ATN: Clifton Taylor
Domeyko Taylor RE 1, LLC
1478 Stone Point Drive, Suite 100
Roseville, CA 95661

25. Attorneys Fees. In the event that it is necessary for the City to enforce the obligations, in this Agreement including without limitation the obligations secured by the improvement security furnished pursuant to this Agreement thereof, the City shall be entitled to recover its costs and reasonable expenses and fees including reasonable attorneys and litigation fees, expert witness fees and costs, and all other costs.

26. Personal Nature of Principal's Obligations/Assignment. All of Principal's obligations under this Agreement are and shall remain the personal obligations of Principal notwithstanding a transfer of all or any part of the property subject to this Agreement, and Principal shall not assign any of its obligations under this Agreement without the prior written consent of the City.

27. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

28. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

29. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

30. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

31. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Placer County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

32. Extension of Time. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

33. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

34. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

35. Severability. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired. **IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

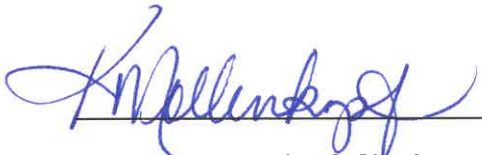
CITY OF LINCOLN,
a Municipal Corporation
of the State of California

By: 
Sean Scully, City Manager

ATTEST:


Gwen Scanlon, City Clerk

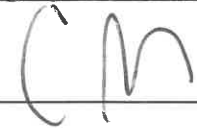
APPROVED AS TO FORM:


Kristine L. Mollenkopf, City Attorney

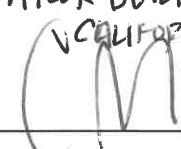
PRINCIPAL:

**Domeyko Taylor RE 1, LLC, a
California Limited Liability Company**

Contact: Clifton Taylor
Phone: (916) 778-0008
Email: clifton@taylor-builders.com

By: 
Clifton Taylor, Secretary

PRINCIPAL'S GENERAL CONTRACTOR
as to Paragraphs 11, 15, 16 and 18

TAYLOR BUILDERS, LLC a
CALIFORNIA LIMITED LIABILITY CO
By: 
CLIFTON TAYLOR, PRESIDENT
(Print Name & Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On July 18, 2023, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sharon Buckenmeyer

(SEAL)



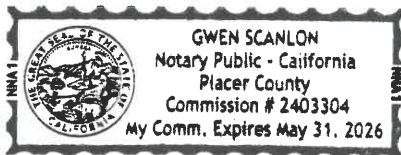
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of Placer }
 On 8/23/2023 before me, Gwen Scanlon, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Sean Scully
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Pub. Imp. Agmt - 583 F St. APN 008-171-015

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



STAFF REPORT

Item Number 13.G

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Renewal Contract for Services with Accela for the SaaS Civic Platform (Land Management) for Permitting, Building and Inspection, Maintenance and Hosting in an Amount not-to-exceed \$130,530 which includes a 10 percent contingency for additional licenses due to possible growth. (Jennifer Brown)

SUBMITTED BY: Jennifer Brown

DEPARTMENT: Information Technology

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a renewal Contract for Services with Accela for the SaaS Civic Platform (Land Management) for Permitting, Building and Inspection, Maintenance and Hosting in an amount not-to-exceed \$130,530 which includes a 10 percent contingency for additional licenses due to possible growth. The City's annual renewal will be budgeted annually for the duration of the 2-year contract.

BACKGROUND/INTRODUCTION:

The City implemented the Accela SaaS Civic Platform (Land Management) in 2018.

FINDINGS/ANALYSIS:

The City is currently evaluating whether it is in the City's best interest to procure and implement a new software solution or to continue with Accela by redesigning and completing the partially configured system originally established. Staff recommends a two-year contract renewal to allow adequate time for the City to complete its evaluation and, if determined to be the preferred course of action, implement a new software solution.

FISCAL IMPACT:

This item is already included in the 2026/27 approved budget in Fund 2480 and will be included in future budgets.

ATTACHMENTS:

[DOC2.Lincoln CA - Renewal\(2026-2028\).pdf](#)

[DOC1.AccelaRenewal.Reso_Brown.rfc.docx](#)



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-40310
Valid Through: 6/25/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

City of Lincoln, CA
600 Sixth Street
Lincoln, California, 95648
United States

Ship To:

City of Lincoln, CA
600 Sixth Street
Lincoln, California 95648
United States

Billing Name: Lisa Rader
Billing Phone: (916) 434-2430
Billing Email: lrader@ci.lincoln.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	07/25/2026	07/24/2027	12	\$3,231.54	18	\$58,167.80
TOTAL:							\$58,167.80

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 2	07/25/2027	07/24/2028	12	\$3,360.81	18	\$60,494.51
TOTAL:							\$60,494.51

Pricing Summary

Period	Net Total
Year 1	\$58,167.80
Year 2	\$60,494.51
Total	\$118,662.31

Renewal Terms/Information:

- Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated August 12, 2022, as thereafter amended (where applicable) for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at [Accela Terms](#) for ERD, and (3) Managed Application Services (MAS) Policy at [Accela Terms](#) for MAS (collectively, the "Agreement").
- No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing

agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.
5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT RENEWAL
WITH ACCELA FOR THE SAAS CIVIC PLATFORM (LAND MANAGEMENT)
FOR PERMITTING, BUILDING AND INSPECTION, MAINTENANCE, AND
HOSTING
IN AN AMOUNT NOT TO EXCEED \$130,530

WHEREAS, the City of Lincoln implemented the Accela SaaS Civic Platform (Land Management) in 2018; and

WHEREAS, the Accela SaaS Civic Platform supports the City's permitting, building and inspection, maintenance, and hosting functions; and

WHEREAS, the City is currently evaluating whether it is in the City's best interest to procure and implement a new software solution or to continue with Accela by redesigning and completing the partially configured system originally established; and

WHEREAS, staff has determined that a two-year contract renewal is appropriate to provide sufficient time to complete this evaluation and, if determined to be in the City's best interest, implement a new software solution; and

WHEREAS, the proposed contract renewal is in an amount not to exceed \$130,530, which includes a 10 percent contingency for additional licenses due to possible growth; and

WHEREAS, funding for the first year of the contract is included in the City's approved Fiscal Year 2026/27 budget in Fund 2480, and annual renewal costs will be budgeted in future fiscal years for the duration of the two-year contract; and

WHEREAS, the software renewal is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to CEQA Guidelines Section 15262 because it involves planning and feasibility studies for possible future actions that the City has not yet approved, adopted, or funded; and

WHEREAS, this matter does not implicate the disclosure requirements of Government Code section 84308, commonly known as the Levine Act.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lincoln authorizes the City Manager to execute a contract with Accela for the SaaS Civic Platform in the amount of \$130,530.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk



STAFF REPORT

Item Number 13.H

SUBJECT: Adopt a Resolution Approving the Notice of Completion for the Esplanade at Turkey Creek Jansen Park Public Improvements. (Michelle Scoma)

SUBMITTED BY: Michelle Scoma

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Adopt a resolution accepting the Esplanade at Turkey Creek Jansen Park Public Improvements as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder (see Attachment 2).

The streets, sewer, and water infrastructure within this subdivision will be owned and maintained by the City.

BACKGROUND/INTRODUCTION:

On June 30, 2026, the City Manager executed a Public Improvement Agreement with Taylor Morrison of California, LLC for the Esplanade at Turkey Creek Jansen Park Public Improvements Project (see Attachment 3). Esplanade at Turkey Creek Jansen Park is an approximately 6 acre park site and landscaping improvement project that includes 2-5 age and 5-12 age play areas, a zipline and hill slide, pedestrian bridges and trail, (2) shade structures, picnic tables, bench seating, drinking fountain, trash receptacles, bike racks, monarch and pollinator gardens with decomposed granite paths, existing quarry pits and cut granite boulders, and shade and accent tree plantings. Landscape improvements include a passive play turf area, shrubs, groundcover plantings, hydroseeded native grass and wildflower open space, and riparian corridors.

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on July 7, 2026. Staff has determined that work performed by Taylor Morrison of California, LLC is complete and in conformance with the terms of the agreement.

Taylor Morrison of California, LLC has paid for all construction inspection and administration costs associated with the project. Taylor Morrison of California, LLC has provided a warranty bond in the amount of \$358,266 in accordance with the amounts specified in the Public Improvement Agreement, guaranteeing the work for a period of one year from date of the filing of the Notice of Completion (see Attachment 4).

FISCAL IMPACT:

The streets, sewer, and water infrastructure within this park will be owned and maintained by the City. This park is part of CFD 2018-1 that funds the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, stormwater quality, and drainage facilities. This park is also part of CFD 2018-2 that funds City public services such as police and fire protection.

ATTACHMENTS:

[Esplanade at Turkey Creek Jansen Park NOC.Doc5-Attach 4 Warranty Bond.2026Jul14.mscoma.pdf](#)

[Esplanade at Turkey Creek Jansen Park NOC.Doc2-Attach 1 Resolution.2026Jul14.mscoma.docx](#)

[Esplanade at Turkey Creek Jansen Park NOC.Doc3-Attach 2 NOC.2026Jul14.mscoma.pdf](#)

[Esplanade at Turkey Creek Jansen Park NOC.Doc4-Attach 3 PIA.2026Jul14.mscoma.pdf](#)

**PUBLIC/FRONTAGE IMPROVEMENT AGREEMENT
GUARANTEE AND WARRANTY SECURITY**

WHEREAS, the City Council of the City of Lincoln, State of California, and **Taylor Morrison of California, LLC, a California Limited Liability Company**, (hereinafter designated as "Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement identified as **Frontage/Public Improvement Agreement for Esplanade at Turkey Creek Jansen Park** is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further to pay all City engineering fees and other City fees incurred during the warranty period, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Lincoln as obligee ("City"), in the penal sum of **Three Hundred Fifty-Eight Thousand, Two Hundred Sixty-Six and no/100 dollars (\$358,266.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

Bond Number: LICX1989015
Premium: 0.00

IN WITNESS WHEREOF, this Public/Frontage Maintenance Bond Guarantee and Warranty Security has been duly executed by the Principal and surety above named, on this 9th day of June, 2026.

Lexon Insurance Company

Name of Surety

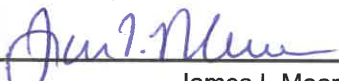
12890 Lebanon Road

Mt. Juliet, TN 37122

Address of Surety

630-468-5647

Telephone No. of Surety


Attorney-in-Fact James I. Moore

Principal:

Taylor Morrison of California, LLC, a
California Limited Liability Company

Contact: Jay Pawlek

Phone: 916-355-8900

Email: jpawlek@taylormorrison.com

By:



Jay Pawlek, Vice President

And

By:



Aren Bazzocco, Vice President

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Placer County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Bond No.: LICX1989015

Principal: Taylor Morrison of California, LLC a California limited liability company

Obligee: City of Lincoln - Engineering

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/31/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of June, 2026

By: *Daniel S. Kurie*
Daniel S. Kurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On June 9th, 2026, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright
Diane M. Rubright, Notary Public
Commission No. 817036



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

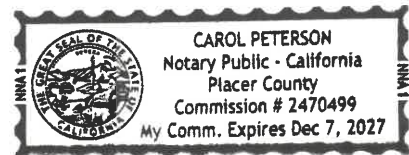
On May 29, 2026 before me, Carol Peterson, Notary Public
(insert name and title of the officer)

personally appeared Jay Pawlek,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Peterson (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On May 29, 2026 before me, Carol Peterson, Notary Public
(insert name and title of the officer)

personally appeared Aren Bazzocco,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Carol Peterson* (Seal)



RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ACCEPTING THE ESPLANADE AT TURKEY CREEK JANSEN PARK PUBLIC
IMPROVEMENTS AS COMPLETE AND AUTHORIZING THE RECORDING OF THE
NOTICE OF COMPLETION

WHEREAS, on June 30, 2026, the City of Lincoln entered into a Public Agreement with Taylor Morrison of California, LLC for the Esplanade at Turkey Creek Jansen Park Public Improvements Project; and

WHEREAS, all work with the above agreement was completed on July 7, 2026, in accordance with the agreement; and

WHEREAS, City staff recommends to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. Construction on the above-mentioned subdivision improvement agreement is hereby accepted as being complete in accordance with the plans and specifications.

Section 2. The City Clerk is directed to execute and record the Notice of Completion on said agreement and project on behalf of the City of Lincoln.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

Esplanade at Turkey Creek Jansen Park
Public Improvements
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 7th day of July, 2026, a Final Inspection on the Esplanade at Turkey Creek Jansen Park Public Improvements of the certain work approved on the improvement plans was performed, and all work was found to be in accordance with the Public Improvement Agreement of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Esplanade at Turkey Creek Jansen Park Public Improvements was completed on July 7, 2026, and accepted by the City Council of the City of Lincoln on July 14, 2026.

That the name of the surety on the developer's bond for payment on said contract is Lexon Insurance Company, a Tennessee corporation. The scope of work for this project consisted of backbone infrastructure improvements in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurnburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place

NO FEE DOCUMENT
Government Code 6103

Recording requested by and return to:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Hope Ithurnburn, City Clerk
Exempt from Recording Fees – Gov. Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project Name: Esplanade at Turkey Creek
Jansen Park

Project Address: No Address on File

APN: 021-272-072-000

FRONTAGE/PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of June, 2026
by and between the City of Lincoln, a Municipal Corporation, of the State of California,
hereinafter referred to as "City," and **Taylor Morrison of California, LLC, a California
Limited Liability Company**, hereinafter referred to as "Principal".

1. Improvement Plans. The improvement plans for said real property (entitled **Esplanade at Turkey Creek Jansen Park** and incorporated herein by reference, hereinafter "Improvement Plans") include certain public frontage improvements required by the Lincoln Municipal Code and any conditions of approval for entitlements granted for the subject property by the City. These public improvements owned by the Principal located at **the northwest corner of the Oak Tree Lane and McBean Park Drive intersection** must be constructed in a timely manner and in accordance with the City Design Criteria and Procedures Manual and Public Facilities Improvement Standards.

2. Encroachment Permit. The City shall grant Principal an encroachment permit to construct Required Improvements in accordance with Section 12.02 – excavations and Encroachments of the City of Lincoln Municipal Code.

3. Construction of Improvements. The Principal agrees to construct and install at the Principal's own cost and expense, frontage/public improvements such as drainage facilities, sewer and water facilities, curbs, gutters, sidewalks, or other facilities that are stated on the Improvement Plans approved by the City (hereinafter "Required Improvements"), in accordance with the Improvement Standards of the CITY within twelve months of the date of this AGREEMENT.

4. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown to entitle the Principal an extension.

b. Requests for extension of the completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

5. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Principal's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Completion of Improvements. Upon satisfactory completion of all improvements required herein as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), the CITY agrees to accept for maintenance the Required Improvements within the aforesaid real property subject to the provisions of Paragraphs 6 and 11 hereof.

11. Warranty. The Principal agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance by the City.

12. Repair or Reconstruction of Defective Work. If, within a period of twelve months after final acceptance by the City of the Required Public Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Required Public Improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work,

and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

13. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

14. Delay of Work. If the construction of the Required Improvements should be delayed without fault of the Principal, the time for the completion, there for may be extended by the City Engineer, for such period of time as the City Engineer may deem reasonable.

15. Inspection and Other Fees. The Principal shall pay to the City all fees imposed in connection with the design, construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the subject real property and its development, and this Agreement shall in no way exonerate or relieve the Principal from paying such other applicable fees, charges, and/or costs.

16. Improvement Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

a. Faithful Performance Security. Principal shall provide faithful performance security as set forth in the City of Lincoln Municipal Code to secure faithful performance of this Agreement (the "faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **One Million, Seven Hundred Ninety-One Thousand, Three Hundred Thirty and No/100 Dollars (\$1,791,330.00).**

b. Labor and Materials Security. Principal shall also provide payment security as set forth in the City of Lincoln Municipal Code to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "Labor and Materials"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **One Million, Seven Hundred Ninety-One Thousand, Three Hundred Thirty and no/100 Dollars (\$1,791,330.00)**, and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

c. Guarantee and Warranty Security. Principal shall also furnish a "guarantee and warranty security" in the amount of twenty percent (20%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **Three Hundred Fifty-Eight Thousand, Two Hundred Sixty-Six and no/100 Dollars (\$358,266.00)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished. This security need not be furnished prior to completion of the Required Improvements, but must be provided prior to the acceptance of such improvements.

d. Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Zero and no/100 Dollars (\$0)** to guarantee and secure the placement of such monuments.

e. Bonds. Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City. All required securities shall be in a form approved by the City Attorney. The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City. The premiums for said bonds shall be paid by Principal. Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney.

f. Changes to Agreement or Plans. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

g. Irrevocable. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

h. Attorney-in-Fact. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

17. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

18. Principal's Insurance.

a. Principal Shall Maintain Insurance. Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Principal or Principal's General Contractor shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Principal to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work, the Principal or Principal's General Contractor shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Principal or Principal's Contractor shall not allow any subcontractor to commence work until similar insurance first shall have been so obtained by such subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard ACORD, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City Attorney. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Principal may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Section. At any time, at the written request of the City, Principal agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City Attorney. Upon request by the City, Principal shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Principal or Principal's General Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Principal under the Agreement.

f. Required Limits. Principal or Principal's General Contractor and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of Principal or Principal's General Contractor and subcontractors of the following coverage and limit of insurance is a material element of the Agreement. The failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

(1) Workers' Compensation Insurance. Principal or Principal's Contractor shall maintain, during the term of this Agreement, Workers' Compensation insurance for all employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Principal or Principal's General Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. Principal or Principal's Contractor shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure to take out and maintain such insurance.

(2) Commercial General Liability Insurance. Principal or Principal's Contractor shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Principal and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Principal, any contractor's or subcontractor's operations hereunder, whether such operations are by Principal or any contractor or subcontractor or by anyone directly or indirectly employed by either Principal or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/01)" covering commercial general liability or its equivalent.

(3) Automobile Liability. Principal shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Principal arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence, no deductible.

(4) Endorsements. Principal shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming the City of Lincoln, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(b) Provision or endorsement waiving any rights of subrogation against the City, its officers, officials, employees, agents, boards, commissions and volunteers.

(c) Provision or endorsement stating that insurance is Primary insurance with respects the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the Principal's insurance and shall not contribute with it.

(d) Provision or endorsement stating that the Principal's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability).

(e) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, employees, agents, boards, commissions, and volunteers.

19. Prevailing Wage. In the event it is determined that the Principal is required to pay prevailing wages for the work performed under this Agreement, the Principal and the Principal's General Contractor shall pay all penalties and wages as required by applicable law.

20. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

21. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Principal shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

22. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

23. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
CITY OF LINCOLN
600 Sixth Street
Lincoln, CA 95648

Notices required to be given to Principal shall be addressed as follows:

ATN:
81 Blue Ravine Road
Suite 220
Folsom, CA 95630

25. Attorneys Fees. In the event that it is necessary for the City to enforce the obligations, in this Agreement including without limitation the obligations secured by the improvement security furnished pursuant to this Agreement thereof, the City shall be entitled to recover its costs and reasonable expenses and fees including reasonable attorneys and litigation fees, expert witness fees and costs, and all other costs.

26. Personal Nature of Principal's Obligations/Assignment. All of Principal's obligations under this Agreement are and shall remain the personal obligations of Principal notwithstanding a transfer of all or any part of the property subject to this Agreement, and Principal shall not assign any of its obligations under this Agreement without the prior written consent of the City.

27. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

28. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

29. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

30. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

31. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Placer County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

32. Extension of Time. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

33. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

34. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

35. Severability. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired. **IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

CITY OF LINCOLN,
a Municipal Corporation
of the State of California

By: _____

Sean Scully, City Manager

ATTEST:

Blair Hutchison

~~Here: E. Harbom, City Clerk~~
Blair Hutchison, Deputy City Clerk

APPROVED AS TO FORM:

Douglas L. White

Douglas L. White, Interim City Attorney

PRINCIPAL:

Taylor Morrison of California, LLC, a
California Limited Liability Company

Contact: Jay Pawlek

Phone: 916-355-8900

Email: jpawlek@taylormorrison.com

By: _____

Jay Pawlek, Vice President

And

By: _____

Aren Bazzocco, Vice President

PRINCIPAL'S GENERAL CONTRACTOR
as to Paragraphs 11, 15, 16 and 18

By: _____

(Print Name & Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On June 30, 2026 before me, Blair Hutchison, notary public
(insert name and title of the officer)

personally appeared Sean Scully,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Blair Hutchison (Seal)



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 5/7/26 before me, Terri Susan Sublett, Notary Public,
(here insert name and title of officer)

personally appeared Jay Pawlek

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Terri Susan Sublett

(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On May 7, 2026 before me, Terri Susan Siblett, Notary Public
(here insert name and title of the officer)

personally appeared AREN BAZZOCO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Terri Susan Siblett

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

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The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

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- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____



STAFF REPORT

Item Number 13.I

SUBJECT: Adopt a Resolution Approving the Plans and Technical Specifications for the UPRR Sewer Rehabilitation Capital Improvement Project (CIP) 477. (Jonnelyn Espartero)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the plans and technical specifications, and authorizing staff to proceed with the bidding process for construction of the UPRR Sewer Rehabilitation Capital Improvement Project (CIP) 477.

The project is funded by \$320,000 from Fund 7210 – Wastewater Capital as part of FY23/25 Capital Improvement, and \$2,265,000 from Fund 7210 – Wastewater Capital as part of FY25/27 Capital Improvement.

BACKGROUND/INTRODUCTION:

The Fiscal Years 2023/25 and 2025/27 Capital Improvement budgets include the UPRR Sewer Rehabilitation Project. The scope includes improvements of sewer mains in select locations between 1st Street and 7th Street, from I Street to F Street. It will replace approximately 2,500 linear feet of existing 6" and 8" sewer pipe with 8" sewer pipe, replace or rehabilitate approximately 17 manholes, and remove and replace approximately 29 sewer services from the cleanout to the main.

On January 23, 2024, the City Council approved Resolution 2024-012 authorizing the City Manager to execute a Task Order with REY Engineers, Inc. for engineering services for the UPRR Sewer Rehabilitation Project in the amount of \$259,858.

The plans and specifications may be subject to minor technical revisions for clarification, prior to and during the advertisement period, as approved by the City Engineer. These revisions do not affect the size, scope, and intent of the project. A partial set of plans is included as Attachment A. A complete set of improvement plans and specifications can be made available for viewing upon request.

FINDINGS/ANALYSIS:

The project is currently programmed with the following milestone schedule:

- | | |
|------------------------------------|---------------------------------|
| • Advertise and Circulate for Bids | Fall 2026 |
| • Bid Opening | Winter 2026 |
| • Award Contract for Construction | Late Winter – Early Spring 2027 |
| • Construction Period | Spring 2027 |

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under section 15301 and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines.

FISCAL IMPACT:

Budgeted

CIP 477 UPRR Sewer Rehabilitation

Fund 7210 FY23/25	\$ 320,000
Fund 7210 FY25/27	<u>\$ 2,265,000</u>
Total	\$ 2,585,000

Project Costs

Designer – REY Engineers, Inc.	\$ 259,858
UPRR Right-of-Entry	\$ 3,000
NRSS Railroad Flagging Services	<u>\$ 5,923</u>
Total	\$ 268,781

Estimated Construction Project Costs

Construction	\$ 1,157,783
Contingency (10%)	\$ 115,779
CM Inspection (15%)	<u>\$ 173,668</u>

Total	\$ 1,447,230
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Remaining Budget

Fund 7210	\$ 868,989
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ATTACHMENTS:

[UPRR Sewer Rehab PS&E.DOC2.Reso.2026July14.jespartero.docx](#)

[UPRR Sewer Rehab PS&E.DOC3.Attachment A Partial Plans.2026July14.jespartero.pdf](#)

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE PLANS AND TECHNICAL SPECIFICATIONS, AND AUTHORIZING
STAFF TO PROCEED WITH THE BIDDING PROCESS FOR CONSTRUCTION OF
UPRR SEWER REHABILITATION CAPITAL IMPROVEMENT PROJECT (CIP) 477

WHEREAS, on January 23, 2024, the City Council approved Resolution 2024-012 authorizing the City Manager to execute a contract with REY Engineers, Inc. for engineering services for the UPRR Sewer Rehabilitation Project in the amount of \$259,858; and

WHEREAS, on June 22, 2026, REY Engineers, Inc. submitted the final plans and technical specifications for the UPRR Sewer Rehabilitation Project; and

WHEREAS, City staff recommends that the City Council approve the project plans and technical specifications, and authorize staff to proceed with the bidding process for construction.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln approves the plans and technical specifications, and authorizes staff to proceed with the bidding process for construction of UPRR Sewer Rehabilitation Capital Improvement Project (CIP) 477.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurnburn, City Clerk

CITY OF LINCOLN, CALIFORNIA
ENGINEERING DEPARTMENT
PROJECT PLANS FOR:
UPRR SEWER REHABILITATION PROJECT (CIP# 477)
R.E.Y. PROJECT No. 5175.3008

SHEET INDEX

C01	TITLE SHEET
C02	NOTES & LEGEND
C03	DETAILS
C04	SURVEY CONTROL SHEET
C05	DEMOLITION PLAN
C06	UTILITY PLAN
C07	SS PLAN & PROFILE - MCBEAN PARK DRIVE (STA 40+50 TO STA 45+50)
C08	SS PLAN & PROFILE - UPRR (STA 101+50 TO STA 106+80)
C09	SS PLAN & PROFILE - UPRR (STA 106+80 TO STA 111+70)
C10	SS PLAN & PROFILE - UPRR (STA 111+70 TO STA 117+00)

GENERAL NOTES

OWNER OF RECORD

CITY OF LINCOLN
600 SIXTH STREET
LINCOLN, CALIFORNIA 95648
916-434-2400

BENCH MARK

DESCRIPTION
¾" REBAR WITH PLASTIC CAP STAMPED "WOOD
RODGERS LS5884" AT CENTERLINE INTERSECTION OF
FIRST ST., DOUGLAS DR., & CHAMBERS DR., LINCOLN.
STATION 110 OF THE CITY OF LINCOLN G.P.S.
CONTROL NETWORK (R.O.S. 3069 BK 20 PG 159).

BASIS OF BEARING

CITY OF LINCOLN G.P.S. CONTROL NETWORK

RECORD OF SURVEY ESD18-00309 - BOOK 23 OF
SURVEYS, PAGE 155

NAD83(HPGN 1992), CA ZONE 2 - NGVD29 (BM A 855,
ELEV: 127.88')

GRID to GROUND SCALE FACTOR: 0.99991720

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER	PSI	POUNDS PER SQUARE INCH
BLVD	BOULEVARD	PUE	PUBLIC UTILITY EASEMENT
CF	CUBIC FOOT	PVC	POLYVINYL CHLORIDE
CIPP	CURED IN PLACE PIPE	RAW	RIGHT OF WAY
CLR.	CLEARANCE	RD	ROAD
DI	DRAINAGE INLET	S	SLOPE
DIA	DIAMETER	SD	STORM DRAIN
DTL	DETAIL	SDMH	STORM DRAIN MANHOLE
DR	DRIVE	SDR	STANDARD DIMENSION RATIO
DWG	DRAWING	SS	SANITARY SEWER
ELEC	ELECTRIC	SSCO	SANITARY SEWER CLEANOUT
ELEV	ELEVATION	SSMH	SANITARY SEWER MANHOLE
EP	EDGE OF PAVEMENT	ST	STREET
(E)	EXISTING	STA	STATION
FDC	FIRE DEPARTMENT CONNECTION	STD	STANDARD
FG	FINISH GRADE	SVC	SERVICE
FH	FIRE HYDRANT ASSEMBLY	TBC	TOP BACK OF CURB
FL	FLOW LINE	TBW	TOP BACK OF SIDEWALK
FO	FIBER OPTIC	TELE	TELEPHONE
INTX	INTERSECTION	TYP.	TYPICAL
JT	JOINT TRENCH	USA	UNDERGROUND SERVICE ALERT
LF	LINEAR FOOT	VAR.	VARIABLE
MAX	MAXIMUM	VERT.	VERTICAL
MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
MIN	MINIMUM	W	WATER
MJ	MECHANICAL JOINT	WTR	WATER
N.T.S.	NOT TO SCALE	WH/AP	WHERE APPLICABLE
(N)	NEW	WM	WATER METER
NG	NATURAL GAS	WS	WATER SERVICE
P.C.C.	PORTLAND CEMENT CONCRETE	WSS	WATER SAMPLING STATION
PG	PETROLEUM GAS	XING	CROSSING
PH	POTHOLE		

RECORD DRAWING CERTIFICATE:

THIS SET OF PLANS, HAVING BEEN REVIEWED BY ME, REFLECT ALL APPROVED REVISIONS TO THE
PROJECT KNOWN TO ME, AND ALL FIELD DEVIATIONS TO THE PLANNED IMPROVEMENTS BY THE
CONSTRUCTION CONTRACTOR, AS REPORTED TO ME AS OF _____. IT
DOES NOT REPRESENT FIELD VERIFICATION OF PLANNED IMPROVEMENTS BY ME.

VERONICA GARCIA-MCGREW, P.E. _____ DATE _____

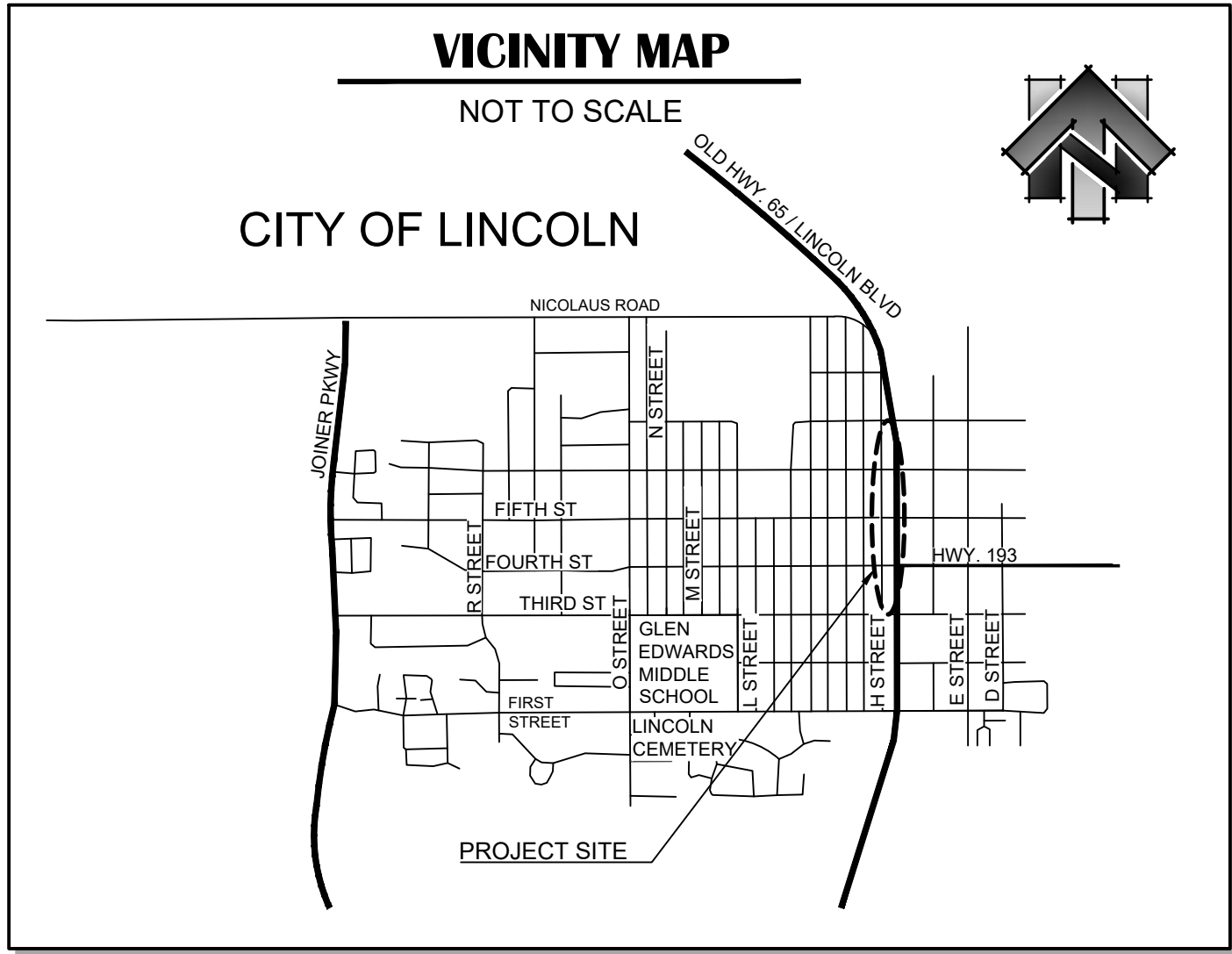
VIN CAY, P.E., CITY ENGINEER _____ DATE _____

APPROVED BY CITY OF LINCOLN

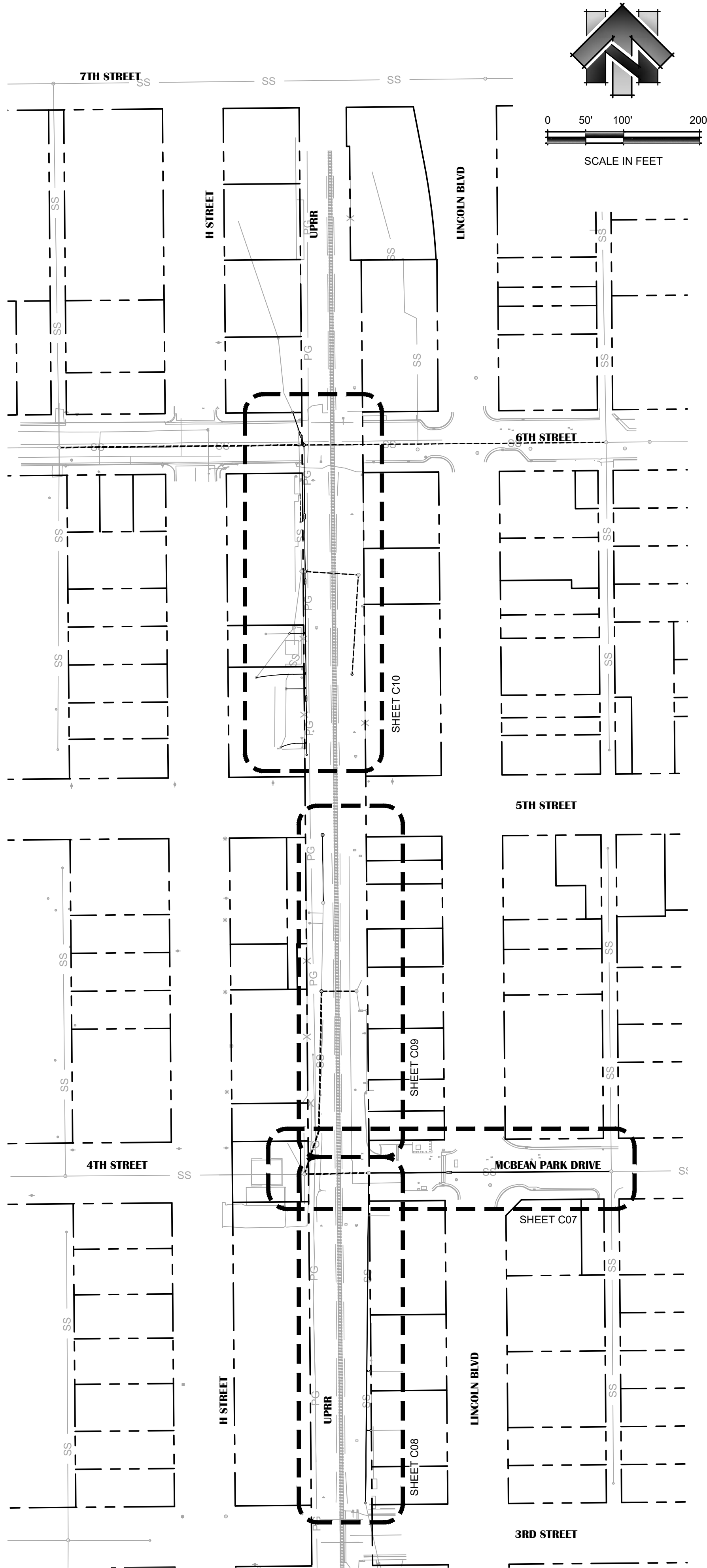
VIN CAY, P.E., CITY ENGINEER _____ R.C.E. 72903 _____ DATE _____

DESIGNED UNDER THE DIRECTION OF

VERONICA GARCIA-MCGREW, P.E. _____ R.C.E. 78321 _____ DATE _____



UTILITY REPRESENTATIVES		
UTILITY	REPRESENTATIVE	TELEPHONE
GAS - NATURAL PG&E	ANDY NAVARETTE	(530) 401-8761
GAS - PETROLEUM KINDER MORGAN	BRYAN GAMBILL	(916) 869-7148
ELECTRICITY PG&E	ANDY NAVARETTE	(530) 401-8761
TELEPHONE AT&T	LEE NIETO	(510) 645-2929
WATER CITY OF LINCOLN	PUBLIC WORKS DEPT.	(916) 434-2450
SEWER CITY OF LINCOLN	PUBLIC WORKS DEPT.	(916) 434-2450
DRAINAGE CITY OF LINCOLN	PUBLIC WORKS DEPT.	(916) 434-2450
U.S.A.	-	811 1-800-642-2444
FIRE FIRE DEPARTMENT	-	(916) 645-4040
CABLE TV WAVE BROADBAND - VERIZON	SAMUEL LEWIS	(800) 624-9675
COMMUNICATIONS CONSOLIDATED COMMUNICATIONS	WENDY DAPORE	(916) 786-1218
COMMUNICATIONS - FIBER OPTIC LUMEN TECHNOLOGIES	DANIEL GOETTE	(918) 547-0147



NO	REVISION	DESCRIPTION	CHECKED BY	DATE
100% PLANS NOT FOR CONSTRUCTION				

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N/A



R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMEDIATION
905 Sutter Street, Suite 200, Folsom, CA 95630
Phone: (916) 366-3000 | Fax: (916) 366-5303 | www.reyengineers.com

IMPROVEMENT PLANS FOR:
UPRR SEWER REHABILITATION PROJECT
CIP # 477
TITLE SHEET
CITY OF LINCOLN CA

DRAWING INFO
DATE: 2026-06-09
DRAFTER: GJR
DESIGNER: GJR
REVIEWER: VGM

R.E.Y. PROJECT NO.
5175.3008
SHEET NO. C01 OF C10

GENERAL NOTES

- THE CITY REQUIRES SUBMITTALS BE MADE TO THE CITY ENGINEER FOR APPROVAL OF ALL MATERIALS TO BE USED IN THE PROJECT PRIOR TO CONSTRUCTION.
- THE CITY REQUIRES ENCROACHMENT PERMITS FOR ALL CONSTRUCTION DONE IN THE RIGHT OF WAY INCLUDING, BUT LIMITED TO, THE CONSTRUCTION OF WATER, SEWER, STORM DRAIN, STREET IMPROVEMENTS, AND DRY UTILITY CROSSINGS. THE ENCROACHMENT PERMITS SHALL BE ON FILE WITH THE CITY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN NECESSARY ENCROACHMENT PERMITS FOR THE PROJECT, AND BE IN RECEIPT OF SUCH PERMITS AND APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION.
- THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT SITE SECURITY MEASURES TO THE SATISFACTION OF THE CITY OF LINCOLN POLICE DEPARTMENT.
- ALL CONSTRUCTION EQUIPMENT AND STATIONARY NOISE SOURCES ARE REQUIRED TO HAVE EFFECTIVE MANUFACTURE INSTALLED MUFFLERS.
- LOCATE EQUIPMENT WARM-UP AREAS, WATER TANKS, AND EQUIPMENT STORAGE AS FAR FROM EXISTING RESIDENCES AS FEASIBLE.
- IN ACCORDANCE WITH THE CITY'S NOISE ORDINANCE, THE HOURS OF PROJECT CONSTRUCTION SHALL BE:
 - 7:00 AM TO 7:00 PM (MONDAY THRU FRIDAY)
 - 8:00 AM TO 5:00 PM (SATURDAY, SUNDAY & HOLIDAYS)
 - SATURDAY, SUNDAY & HOLIDAY WORK REQUIRES WRITTEN REQUEST TO CITY ENGINEER 72 HOURS PRIOR TO DESIRED CONSTRUCTION.
- ALL EXISTING UTILITIES NOT SHOWN TO BE ABANDONED SHALL BE PROTECTED IN PLACE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS. WHERE MARKINGS ARE NEAR PROPOSED EXCAVATIONS, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES BY POTHOLING PRIOR TO EXCAVATION.
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES AT CRITICAL CROSSINGS AS SHOWN ON PLANS PRIOR TO START OF CONSTRUCTION.
- PIPE LENGTHS SHOWN ON PLANS ARE 2D LENGTHS.
- ASBESTOS CEMENT PIPE SHALL BE REMOVED, TRANSPORTED, AND DISPOSED OF OFF-SITE IN A SAFE AND LEGAL MANNER BY AUTHORIZED AND REGISTERED PERSONNEL. IF THE CONTRACTOR IS NOT AUTHORIZED TO HANDLE ASBESTOS CEMENT PIPE, HE/SHE SHALL MAKE ARRANGEMENTS WITH AN AUTHORIZED AND REGISTERED COMPANY FOR HANDLING ASBESTOS CEMENT PIPE. THE CONTRACTOR SHALL BACKFILL AND COMPACT THE TRENCH AS REQUIRED IMMEDIATELY AFTER COMPLETING REMOVAL OF THE ASBESTOS CEMENT PIPE TO THE SUBGRADE LEVEL TO MINIMIZE HAZARDOUS CONDITIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT, AFTER LAYING THE FINAL LIFT OF ASPHALT CONCRETE, THE RAISED MANHOLE FRAME AND COVER SHALL CONFORM TO THE FINISHED SURFACE OF THE ROADWAY. FINISHED MANHOLE RIM ELEVATIONS SHOWN ON THE PLANS ARE TO BE USED AS A GUIDE ONLY.

CONSTRUCTION STAKING NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. ANY SURVEY MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
- NO FINAL ACCEPTANCE OF THE CONSTRUCTION SHALL BE ISSUED UNTIL THE SURVEY MONUMENTS ARE IN PLACE AND THE POST-CONSTRUCTION CERTIFICATION FURNISHED TO THE CITY ENGINEER'S OFFICE.

ENGINEER NOTES

- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, NEITHER THE CITY NOR THE ENGINEER ASSUMES RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED WHICH ARE NOT SHOWN ON THESE PLANS. IF NO ELEVATION IS SHOWN IN THE PLANS THE CONTRACTOR SHALL ASSUME THE ELEVATION TO BE UNKNOWN.
- CONTRACTOR TO EXPOSE EXISTING SEWER AND (OR) DRAIN LINE FOR SURVEYORS TO VERIFY LOCATION AND ELEVATION PRIOR TO PLACEMENT OF PIPE. ALL COSTS OF SUCH EXCAVATION AND BACKFILL SHALL BE INCLUDED IN PRICE PAID FOR VARIOUS ITEMS OF WORK.
- PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR, WHICH IS NECESSARY DUE TO ALLEGED DESIGN OR STAKING ERROR, THE CONTRACTOR SHALL NOTIFY THE SURVEYOR FOR RE-STAKING AND VERIFICATION OF PREVIOUS STAKING.

UPRR NOTES

- CONTRACTOR SHALL COMPLY WITH "GUIDELINES FOR DESIGN AND CONSTRUCTION NEAR KINDER MORGAN (KM) HAZARDOUS LIQUID OPERATED FACILITIES", AND/OR PER DIRECTION OF KM ON-SITE REPRESENTATIVE.

CITY STANDARD NOTES

- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONSTRUCTION, CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD CONSULTING ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CONSULTING ENGINEER.
- ALL MATERIALS METHODS, AND WORKMANSHIP SHALL CONFORM TO THE CITY OF LINCOLN PUBLIC FACILITIES IMPROVEMENT STANDARDS, JUNE 2020 OR LATEST EDITION, OR MOST CURRENT STANDARDS WHEN APPROVED, AND CALTRANS STANDARD SPECIFICATIONS, LATEST EDITION OR MOST CURRENT STANDARDS WHEN APPROVED (RANK SHALL BE IN ABOVE LISTED ORDER WHERE DISCREPANCIES EXIST). ALL WORK IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OR THEIR AUTHORIZED REPRESENTATIVE CERTIFICATION FOR CONFORMANCE WITH CITY SPECIFICATIONS WILL BE REQUIRED FOR ALL MATERIALS USED ON THE PROJECT UNLESS SPECIFICALLY WAIVED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY OF LINCOLN CITY ENGINEER FOR A PRE-CONSTRUCTION CONFERENCE, 48-HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES. ALSO, CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING 48-HOURS PRIOR TO COMMENCING WORK AND 24 HOURS PRIOR TO RESUMPTION AFTER INTERRUPTION. REQUESTS FOR INSPECTION OF PUBLIC FACILITIES SHALL BE GIVEN 48-HOURS IN ADVANCE, AND BE PERFORMED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
- THE CITY SHALL BE NOTIFIED 72 HOURS IN ADVANCE AND PROVIDED WITH A WORK PLAN PRIOR TO CONNECTING TO EXISTING PUBLIC INFRASTRUCTURE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE PROJECT TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY DAMAGE TO CITY OR PRIVATE IMPROVEMENTS SHALL BE REPLACED BY THE CONTRACTOR.
- THE CONTRACTOR IS TO EXPOSE THE END OF EXISTING GRAVITY LINES FOR THE SURVEYOR TO VERIFY LOCATION AND DEPTH OF FACILITIES PRIOR TO CONNECTION OF PROPOSED UTILITY. ALL COSTS FOR SUCH EXCAVATION SHALL BE INCLUDED IN PRICES FOR VARIOUS ITEMS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE CONSULTING ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER OR CITY ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATION CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR, ON THE JOB SITE DURING ALL WORKING HOURS.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE TO SEE THAT ALL SUBCONTRACTORS AND SUPPLIERS HAVE CURRENT CITY BUSINESS LICENSES. THE WORK WILL NOT BE ACCEPTED FOR COMPLETION UNTIL SUBMITTAL OF A COMPLETE LIST WITH LICENSE NUMBERS TO THE CITY.
- THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO RETAIN AND USE LOCAL VENDORS, SUPPLIERS, SUBCONTRACTORS AND LABOR, PROVIDED SAME ARE COMPETITIVE.
- ALL CONTRACTORS USING TEMPORARY "HAUL AWAY" TYPE CONTAINERS OR TEMPORARY SANITARY FACILITIES SHALL BE RESPONSIBLE FOR THE BUSINESS LICENSES FOR USE OF SUBJECT FACILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. FOR INFORMATION, PLEASE CONTACT THE STATE INDUSTRIAL SAFETY DEPARTMENT (916-455-5818).
- CONTRACTOR SHALL DELIVER ALL CONSTRUCTION RELATED REFUSE COLLECTED IN DEBRIS BOXES TO THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY MATERIAL RECOVERY FACILITY.
- THE CITY OF LINCOLN COMMUNITY DEVELOPMENT DEPARTMENT IS REQUIRING A THREE (3) YEAR WARRANTY ON ALL STREETS THAT ARE CONSTRUCTED DURING THE RAINY SEASON (OCTOBER 1 THRU MARCH 31), AND FOR STREETS WHERE UTILITIES ARE BEING INSTALLED DURING THIS TIME FRAME.
- NO TRENCH WITHIN THE CITY RIGHT OF WAY AND PUBLIC UTILITY EASEMENT WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT AND/OR ON WEEKENDS.
- PONDING WATER IN THE LANDSCAPE MEDIANS WHILE UNDER CONSTRUCTION IS NOT PERMISSIBLE.
- ALL IRRIGATION TRENCHES LEFT OPEN ADJACENT TO SIDEWALKS AND CURBS WILL NOT BE PERMISSIBLE.
- PONDING WATER BETWEEN THE BUILDING PAD AND THE BACK OF WALK IS NOT PERMITTED.

SEWER NOTES

- ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS, BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS, AND BE IN ACCORDANCE WITH THE LATEST VERSION OF THE CITY OF LINCOLN PUBLIC FACILITIES IMPROVEMENT STANDARDS. PIPE ALTERNATIVES FOR MAINS AND SERVICES SHALL BE PER THE SPECIAL PROVISIONS.
- EXISTING SEWER FACILITIES SHALL BE EXPOSED AND INVERTS VERIFIED PRIOR TO PLACEMENT OF PROPOSED PIPE.
- ANY WATER ENTERING THE SANITARY SEWER SYSTEM TO BE CONSTRUCTED UNDER THESE PLANS SHALL NOT BE DISCHARGED TO THE EXISTING SYSTEM. PLUGS SHALL BE INSTALLED IN THE EXISTING MANHOLES AS NECESSARY TO PERMIT PUMPING THE NEW SYSTEM CLEAR OF WATER AND DEBRIS PRIOR TO ACCEPTANCE. CARE SHALL BE EXERCISED IN LOCATING PLUGS TO AVOID INTERRUPTING SERVICE TO EXISTING CONNECTIONS. MORTAR AND BRICK PLUGS SHALL BE USED, INFLATABLE DEVICES ARE NOT SATISFACTORY.
- ALL SANITARY SEWER INITIAL BACKFILL SHALL BE AS SHOWN ON CITY STD. SS-1
- A VACUUM TEST SHALL BE DONE AFTER ASSEMBLY OF THE MANHOLE, BUT PRIOR TO BACKFILL. ALL LIFT HOLES SHALL BE FILLED WITH NON-SHRINK GROUT. ALL PIPES ENTERING THE MANHOLE SHALL BE PLUGGED TAKING CARE TO SECURELY BRACE THE PLUGS FROM BEING DRAWN INTO THE MANHOLE. THE TEST HEAD SHALL BE PLACED INSIDE THE TOP OF THE CONE SECTION AND THE SEAL INFLATED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. A VACUUM OF 10" OF MERCURY (APPROXIMATELY 5 PSI) SHALL BE DRAWN AND THE VACUUM PUMP SHUT OFF. WITH THE VALVES CLOSED, THE TIME SHALL BE MEASURED FOR THE VACUUM TO DROP TO 9". ACCEPTABLE TIMES ARE: 60+ SECONDS FOR 48" MANHOLES, 75+ SECONDS FOR 60" MANHOLES, 90+ SECONDS FOR 72" MANHOLES, AND 120+ SECONDS FOR 84" MANHOLES. IF THE MANHOLE FAILS THE INITIAL TEST, NECESSARY REPAIRS SHALL BE MADE WITH A NON-SHRINK GROUT WHILE THE VACUUM IS STILL BEING DRAWN. RETESTING SHALL PROCEED UNTIL A SATISFACTORY TEST IS OBTAINED. THE CONTRACTOR IS TO PERFORM THE TEST AND SUPPLY ALL TEST EQUIPMENT.
- ALL SEWER MANHOLES IN EXCESS OF 15-FT DEPTH SHALL BE A MINIMUM OF 60 INCHES IN DIAMETER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TELEVISING OF ALL SEWER MAINS PRIOR TO ACCEPTANCE OF THE SEWER BY THE CITY. A 72 HOUR NOTIFICATION MUST BE GIVEN TO THE CITY ENGINEER PRIOR TO THE TELEVISING OF THE SEWER SYSTEM. ALL SEWER VIDEO TAPES/DATA ARE TO BE SUPPLIED TO THE CITY.
- ALL SEWER SERVICE LATERALS SHALL JOIN THE MAIN BY MEANS OF A WYE RATHER THAN A TEE (UNLESS OTHERWISE NOTED).
- A STEEL BANDED JIM CAP MAY BE USED ON THE CLEANOUT TO GRADE, PER STANDARD DETAILS SS-6 AND SS-7 IN LIEU OF THE THREADED PLUG REQUIRED ON THE DETAILS. ACCEPTABLE MATERIALS ARE "BAND SEAL END CAP" BY MISSION RUBBER, "QUIK CAP" BY FERNCO, OR EQUAL.
- SEWER MANHOLE RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE. SEWER MANHOLE RIMS ARE TO BE INSTALLED FLUSH WITH THE EXISTING ADJACENT PAVEMENT.
- REMOVAL OF EXISTING SANITARY SEWER MAINS, LATERALS, MANHOLES, AND INSTALLATION OF NEW MAINS AND LATERALS SHALL BE DONE IN SUCH A WAY THAT SEWER SERVICES ARE NOT INTERRUPTED FOR MORE THAN TWO HOURS TO ANY PROPERTY OR USER. IF THE SYSTEM IS INTERRUPTED FOR MORE THAN TWO HOURS, THE CONTRACTOR SHALL PROVIDE A BY-PASS SYSTEM.
- SEWER LATERALS SHALL BE CONSTRUCTED PER THE LATEST VERSION OF THE CITY OF LINCOLN PUBLIC WORKS STANDARD DETAILS SS-11 AND SS-12.
- HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LATERALS AND WATER LATERALS SHALL NOT BE LESS THAN 10 FEET PER CALIFORNIA WATERWORKS STANDARDS, CHAPTER 16, ARTICLE 4, SECTION 64572 AND PER GUIDANCE MEMO NO. 2003-02: GUIDANCE CRITERIA FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE PIPELINES FROM CALIFORNIA DEPARTMENT OF HEALTH SERVICES, DATED DECEMBER 14, 2017.

EROSION CONTROL & WINTERIZATION NOTES

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT DISCHARGE OF SEDIMENT FROM THE SITE TO ANY WATERCOURSE, DRAINAGE SYSTEM, OR ONTO ADJACENT PROPERTIES AND TO PREVENT DAMAGE BY EROSION OR DEPOSITION OF SEDIMENT WHICH MAY RESULT FROM THE WORK.
- THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT LAWS AND REGULATIONS RELATING TO THE DISCHARGE OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITIES WHETHER OR NOT THE REQUIRED FACILITIES OR METHODS ARE STATED ON THESE PLANS.
- THE CONTRACTOR SHALL CONDUCT INSPECTIONS OF THE SITE PRIOR TO ANTICIPATED STORM EVENTS, (OCTOBER 15 TO APRIL 15) AND AFTER ACTUAL EVENTS TO IDENTIFY AREAS CONTRIBUTING TO DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY AND TO EVALUATE WHETHER EXISTING CONTROL PRACTICES TO REDUCE POLLUTANT LOADINGS ARE ADEQUATE.
- ALL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE MONITORED BY THE CONTRACTOR DURING ALL STORMS TO ENSURE CONTROL FEATURES ARE WORKING PROPERLY. ALTERNATE MEASURES MUST BE INSTALLED IF ORIGINAL MEASURES FAIL.
- THE WATER POLLUTION CONTROL PLAN FOR THIS PROJECT SHALL BE IMPLEMENTED BY THE CONTRACTOR. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR, AND SHALL DESIGNATE APPROPRIATE PERSONNEL TO ASSURE THAT THE PROJECT IS MONITORED, INSPECTED, AND UPDATED WITH REPORTS TO THE RWQCB BY CERTIFIED EROSION CONTROL INSPECTORS, TESTING LABORATORIES, DESIGNERS AND PROFESSIONALS AS REQUIRED BY THE RWQCB.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
SD		STORM DRAIN PIPE
D		STORM DRAIN MANHOLE
		STORM DRAIN INLET
SS	SS	CATCH BASIN / AREA DRAIN
S	S	SANITARY SEWER PIPE
		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEANOUT
		GRAVITY PIPE DIRECTION AND SIZE
W		WATER PIPE AND PIPE SIZE
		WATER VALVE
		WATER METER
		WATER AIR RELEASE VALVE
		WATER BLOW OFF VALVE
+		FIRE HYDRANT
PG		POST INDICATOR VALVE
		GAS VALVE
		GAS METER
		GAS VAULT
		GAS RISER
		JOINT POLE
		POWER POLE
		GUY ANCHOR
		GUY POLE
OHE		ELECTRIC LINE (OVERHEAD)
E		ELECTRIC LINE (UNDERGROUND)
		ELECTRIC MANHOLE
		ELECTRICAL PULLBOX
		ELECTRICAL GROUNDING PULLBOX
		ELECTRICAL METER
		PEDESTAL
		ELECTRICAL CABINET
		ELECTRICAL VAULT
		TRANSFORMER/TRANSFORMER PAD
		ELECTRICAL CONDUIT RISER
		TRAFFIC SIGNAL PULLBOX
		TRAFFIC SIGNAL CONTROL CABINET
		PEDESTRIAN SIGNAL
		TRAFFIC SIGNAL POLE
		TRAFFIC SIGNAL (MAST ARM)
		TRAFFIC DETECTOR HAND HOLE
		STREETLIGHT PULLBOX
		STREETLIGHT CABINET
		LIGHT POLE
		LIGHT POLE (MAST ARM)
OHC		COMMUNICATION LINE (OVERHEAD)
C		COMMUNICATION LINE (UNDERGROUND)
C		COMMUNICATIONS MANHOLE
		COMMUNICATIONS PULLBOX
		COMMUNICATIONS VAULT
		TELEPHONE MANHOLE
		TELEPHONE PULLBOX
		TELEPHONE VAULT
		TELEPHONE SERVICE CABINET
		TELEPHONE POLE
		MISC MANHOLE
		MISC VAULT
		BOLLARD
		GATE POST
		BOOM GATE
		DECIDUOUS TREE
ABN		ABANDONED PIPE

CHECKED BY

DATE

NO REVISION

DESCRIPTION

100% PLANS
NOT FOR CONSTRUCTION

DRAWING SCALE

HOR. SCALE: N/A

VERT. SCALE: N/A

R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERING | LAND SURVEYING | REMEDIATION

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IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT

CIP # 477

NOTES & LEGEND

CITY OF LINCOLN

CA

DRAWING INFO

DATE: 2026-06-09

DRAFTER: GJR

DESIGNER: GJR

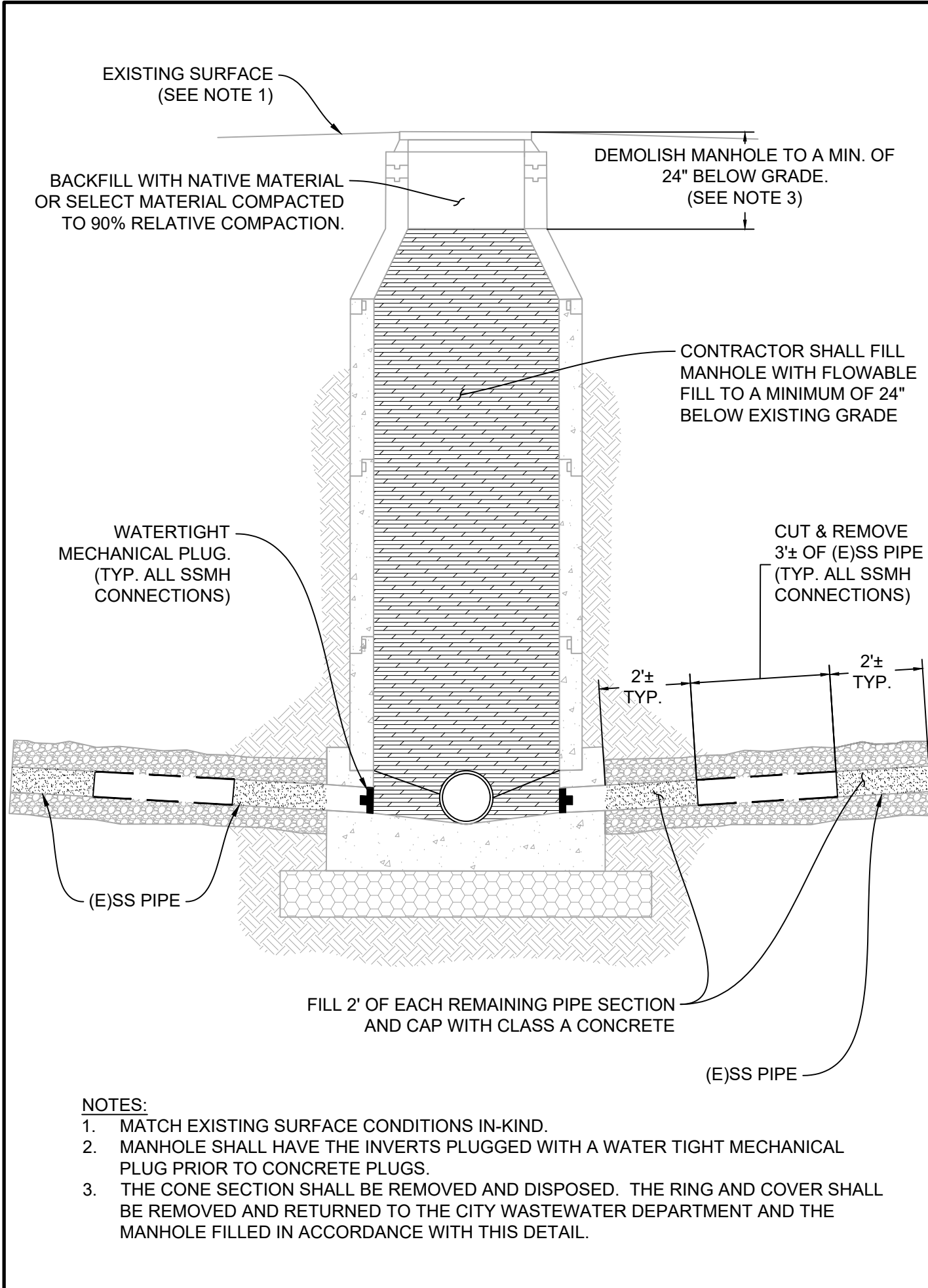
REVIEWER: VGM

R.E.Y. PROJECT NO.

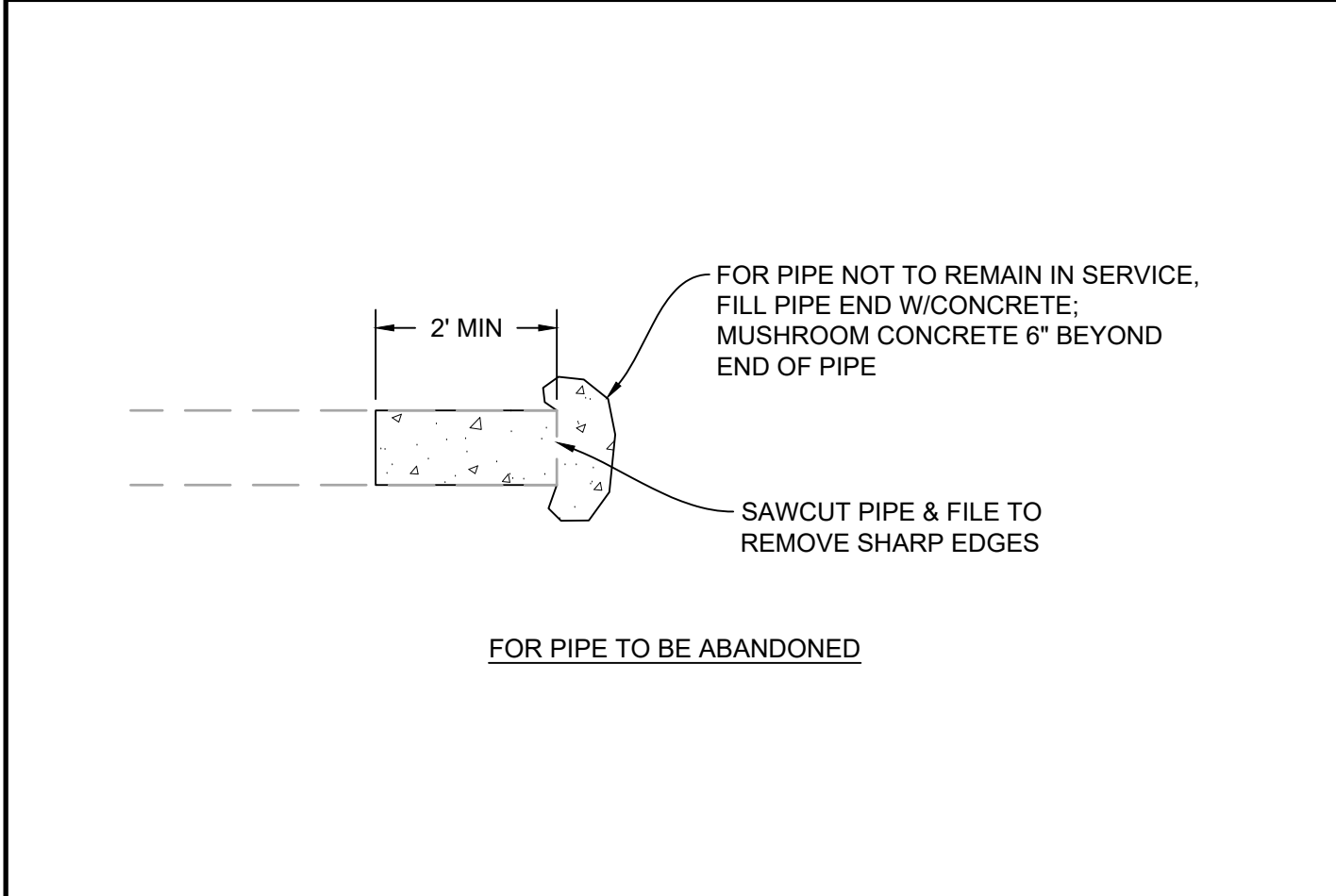
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SHEET NO. 002 OF 10

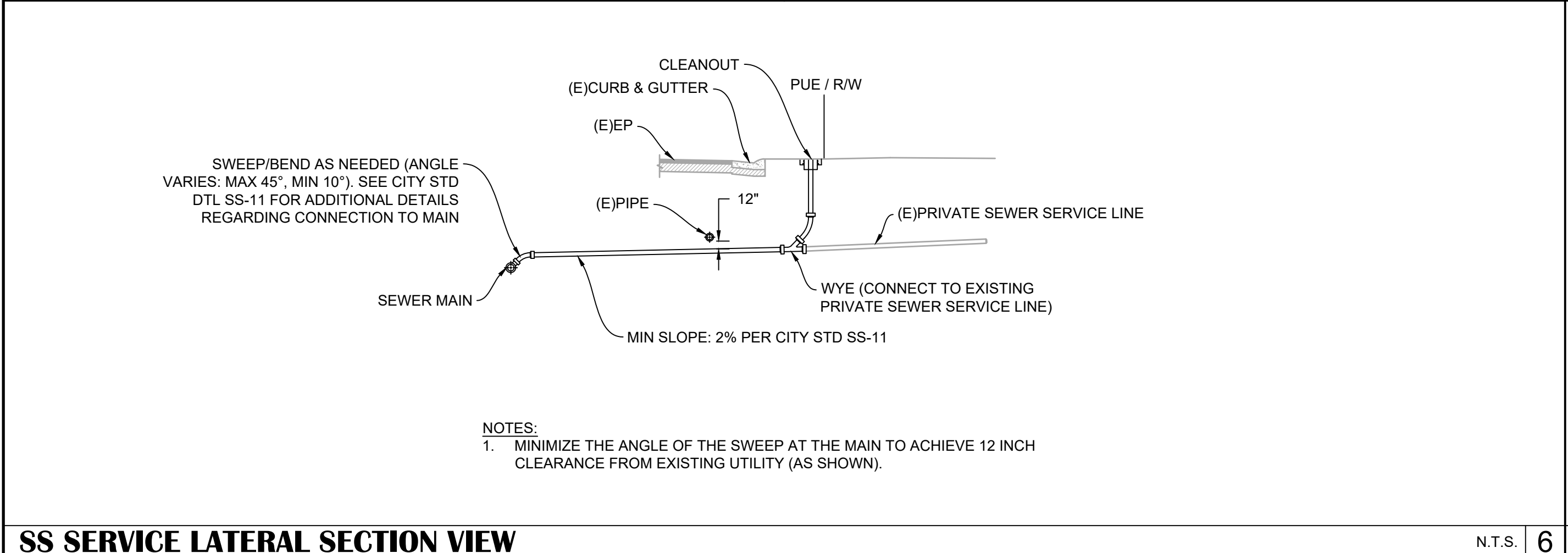
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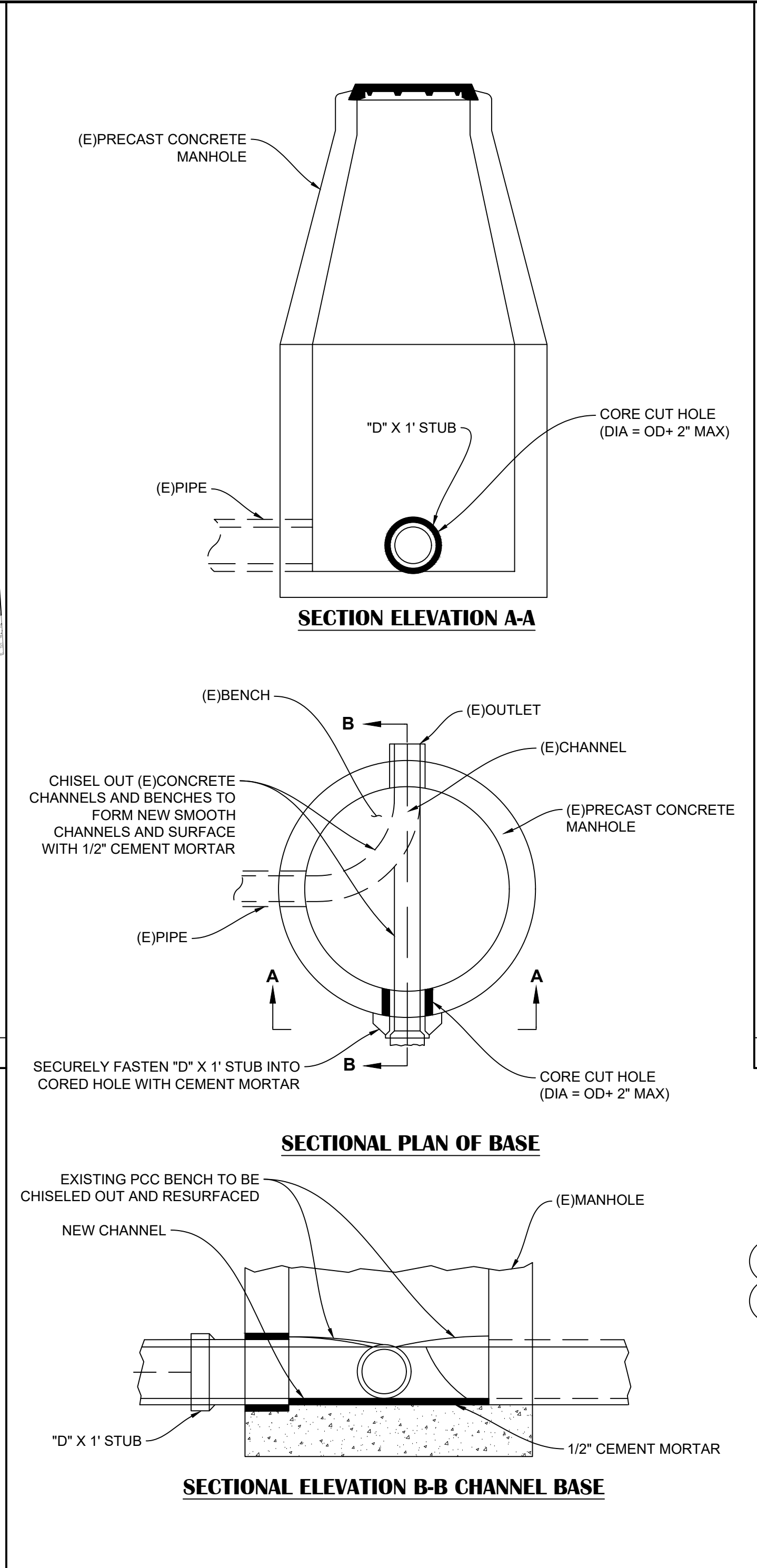
SEWER MANHOLE ABANDONMENT N.T.S. 1



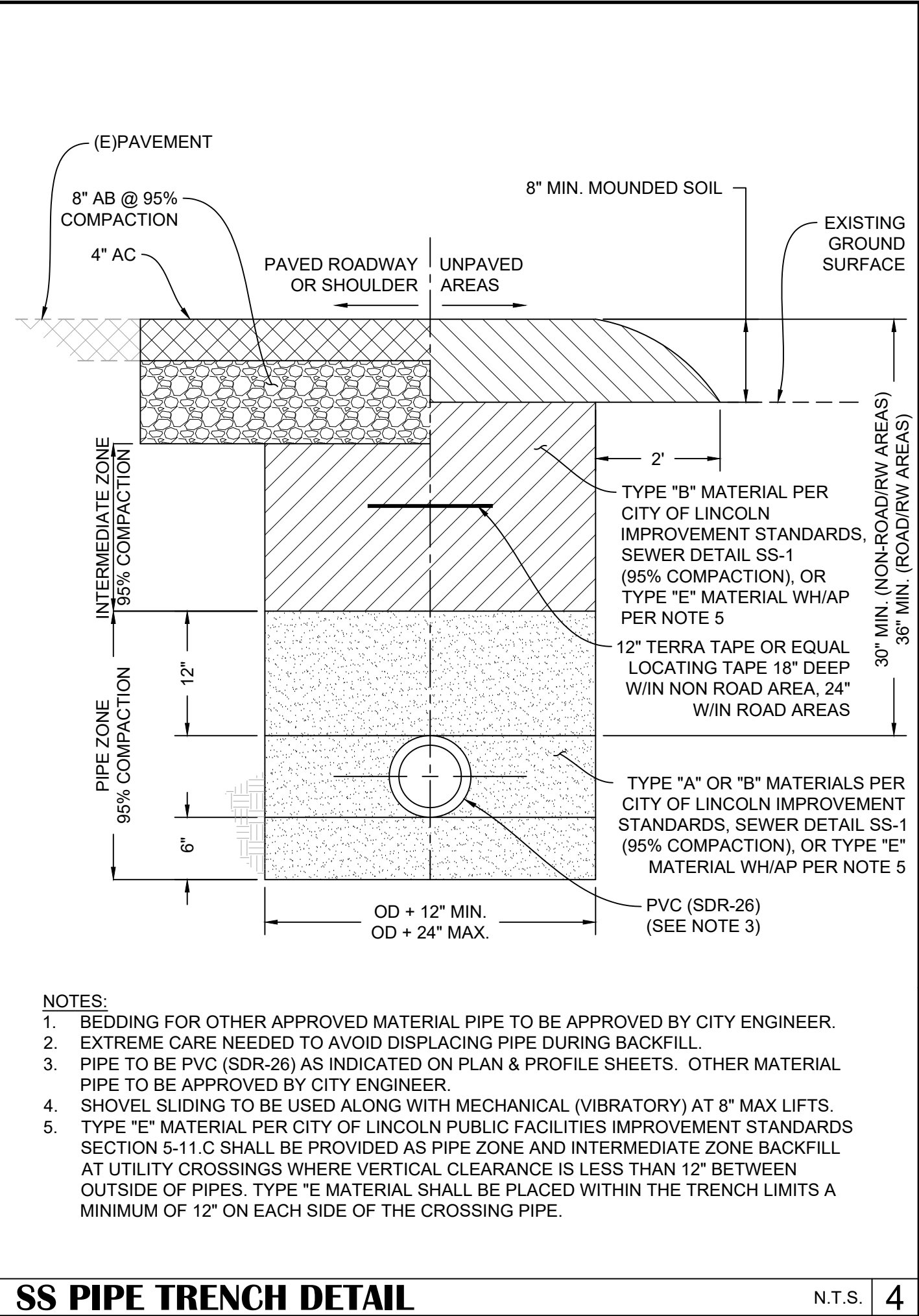
CUT & CAP (E)SS PIPE N.T.S. 2



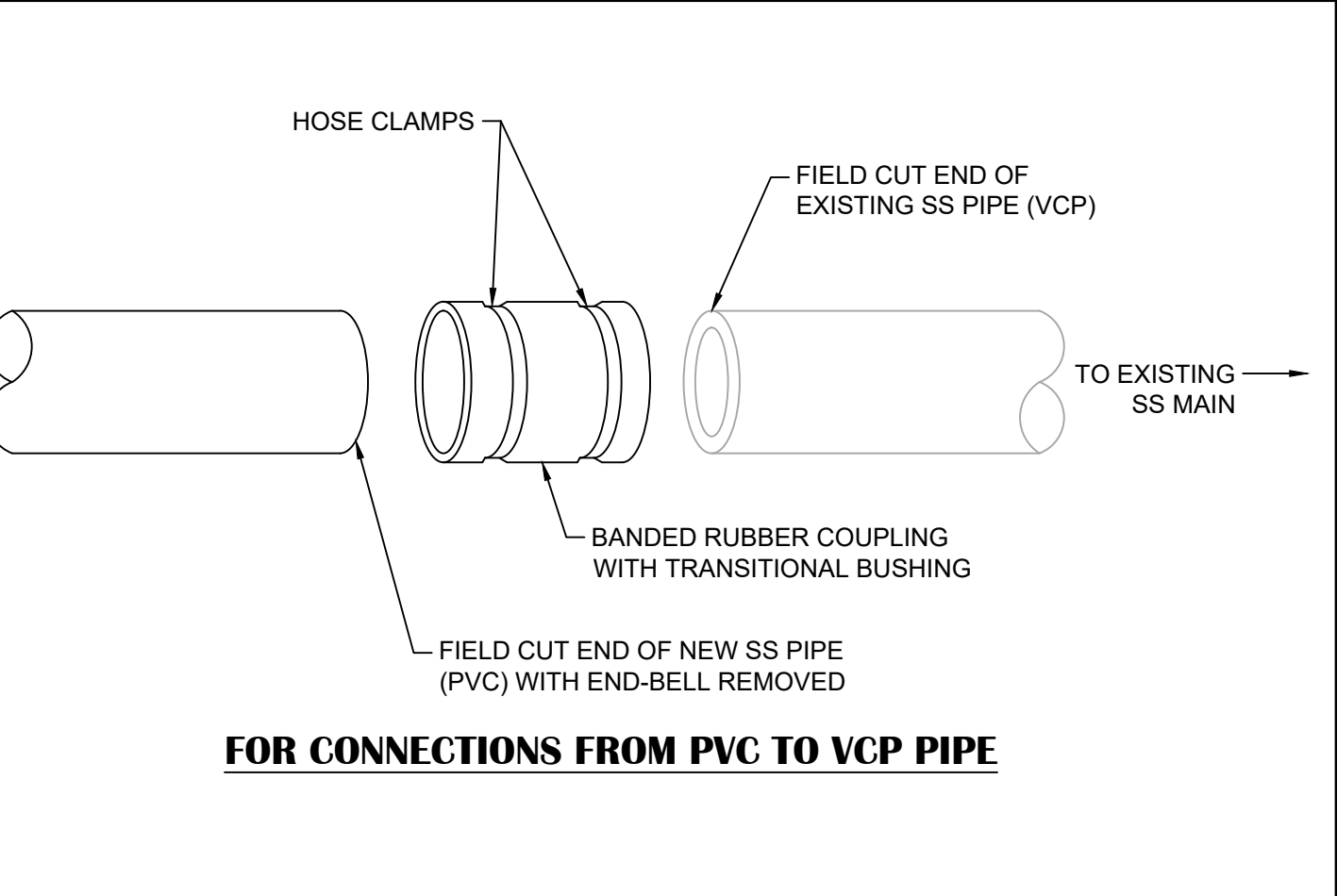
SS SERVICE LATERAL SECTION VIEW N.T.S. 6



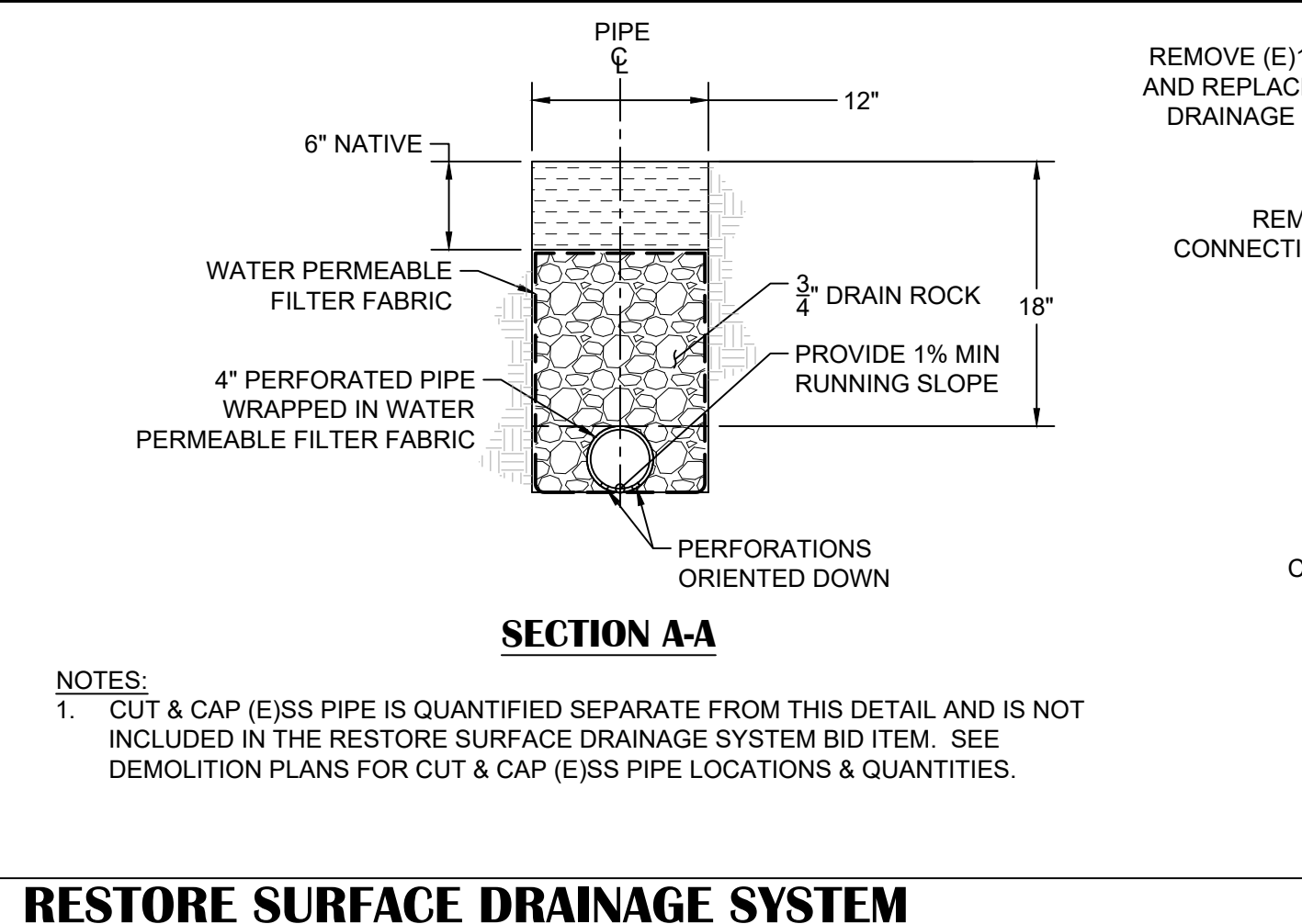
CONNECT TO (E)SS SYSTEM N.T.S. 2



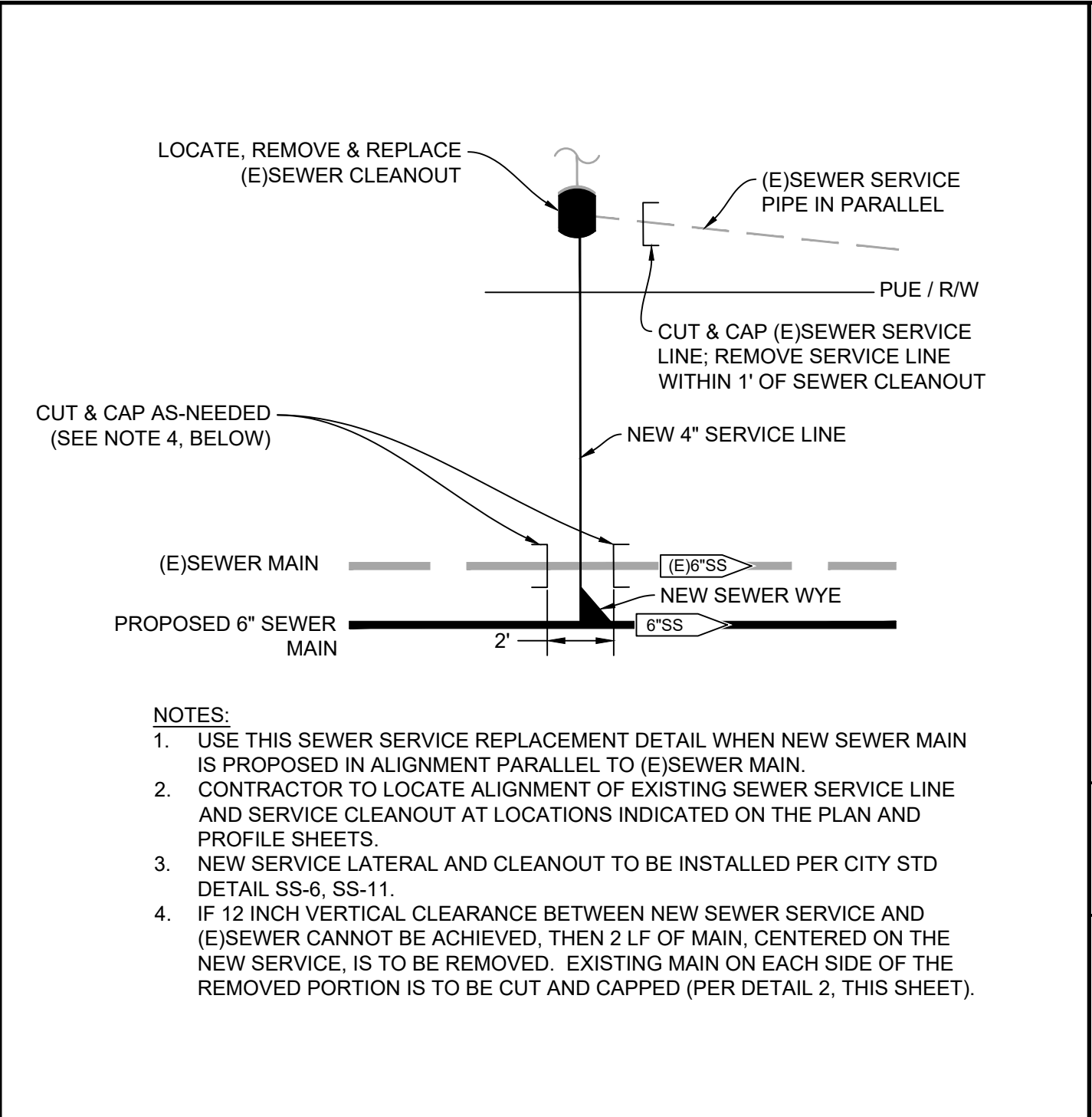
SS PIPE TRENCH DETAIL N.T.S. 4



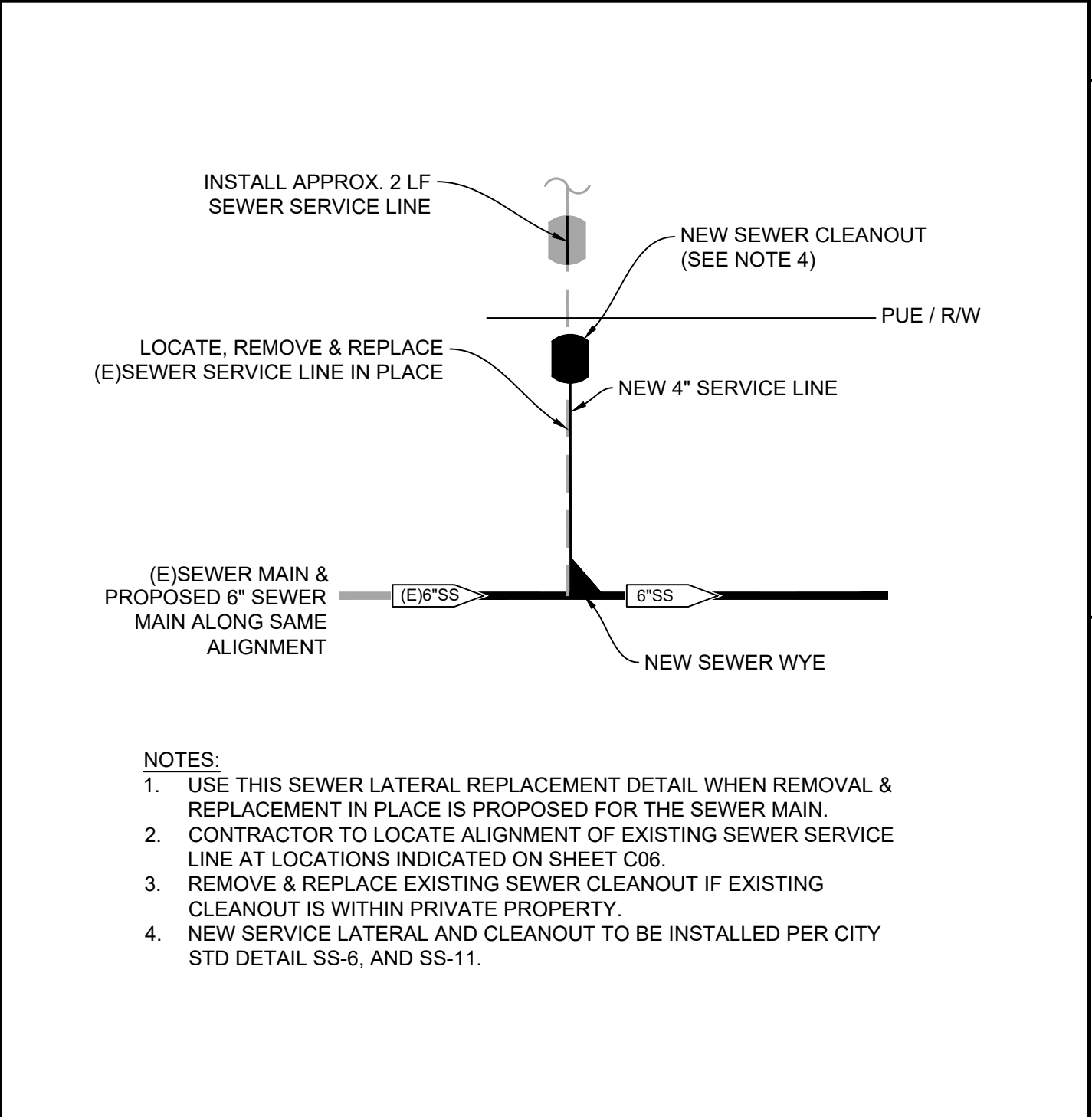
FOR CONNECTIONS FROM PVC TO VCP PIPE N.T.S. 3



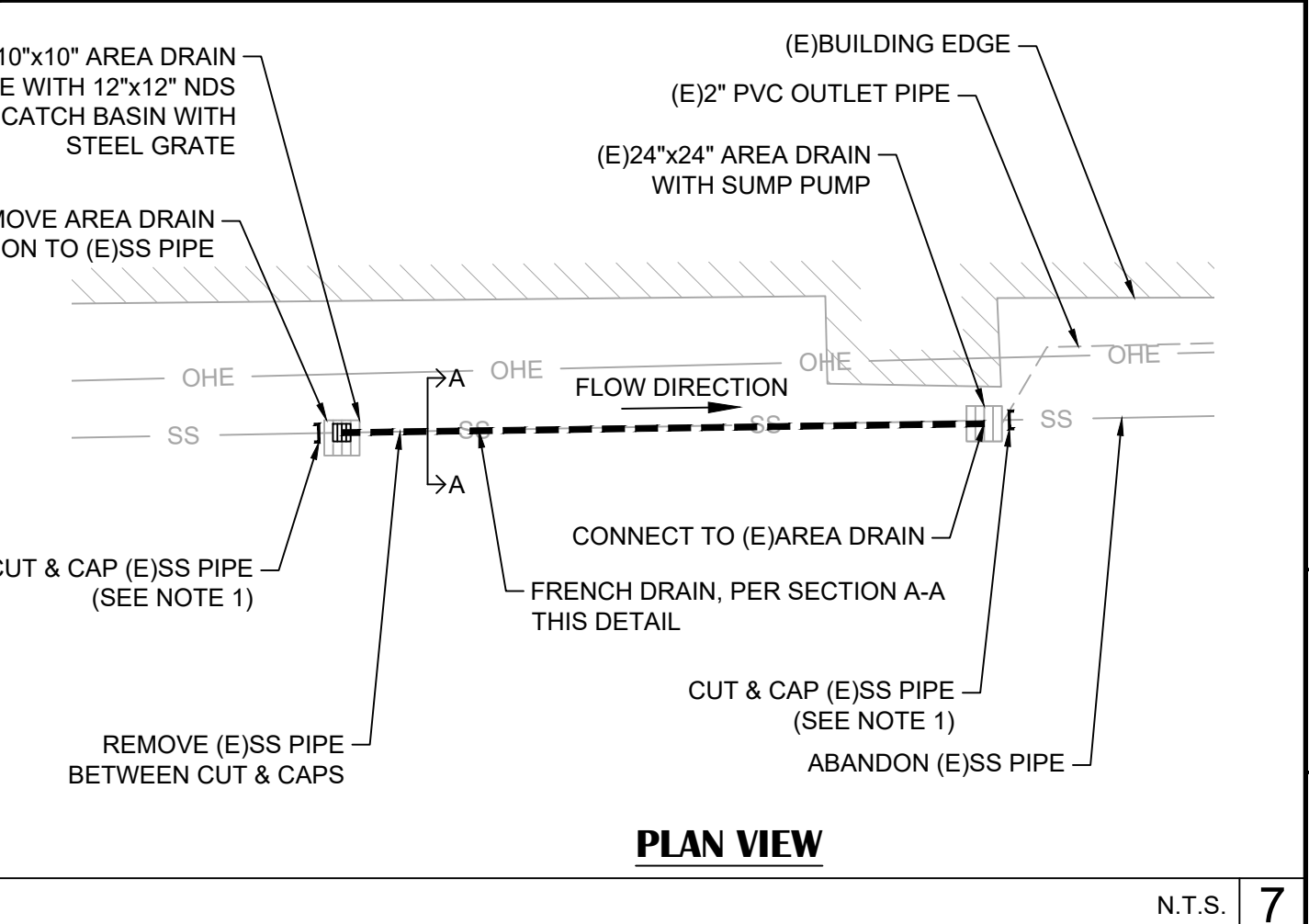
RESTORE SURFACE DRAINAGE SYSTEM N.T.S. 7



SS SERVICE LATERAL N.T.S. 5A



REMOVE & REPLACE SS SERVICE LATERAL N.T.S. 5B



PLAN VIEW N.T.S. 7

NO	REVISION	DESCRIPTION	CHECKED BY	DATE
100% PLANS NOT FOR CONSTRUCTION				

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Phone: (916) 366-3040 | Fax: (916) 366-5303 | www.reyengineers.com

**IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT**

**CIP # 477
DETAILS**

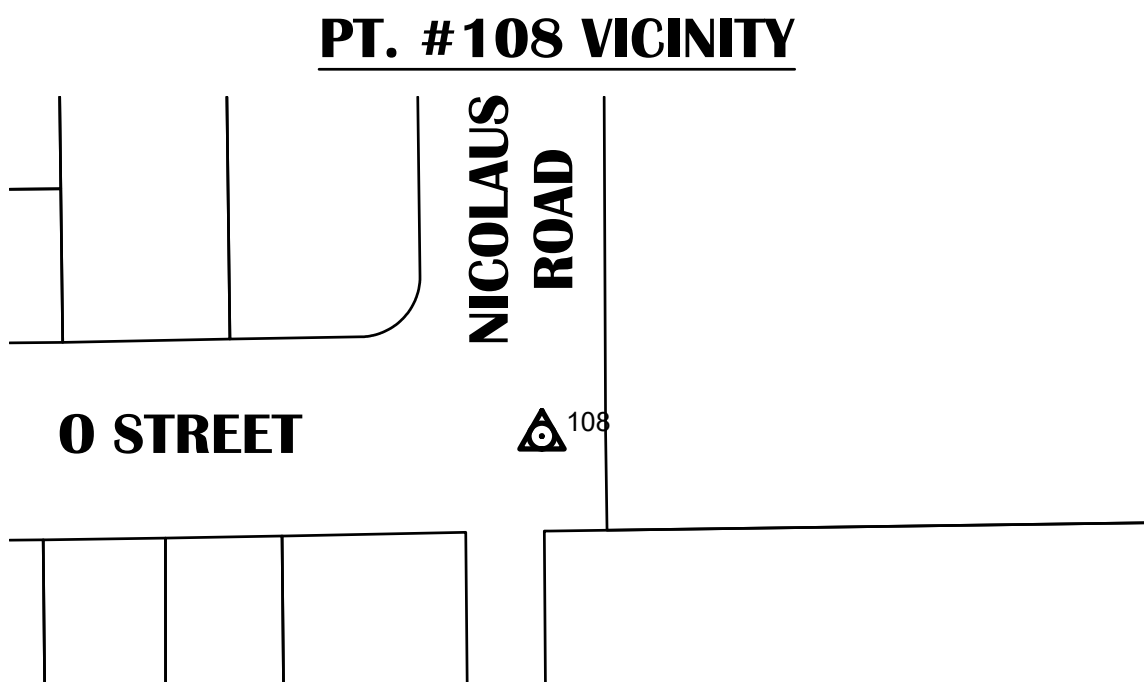
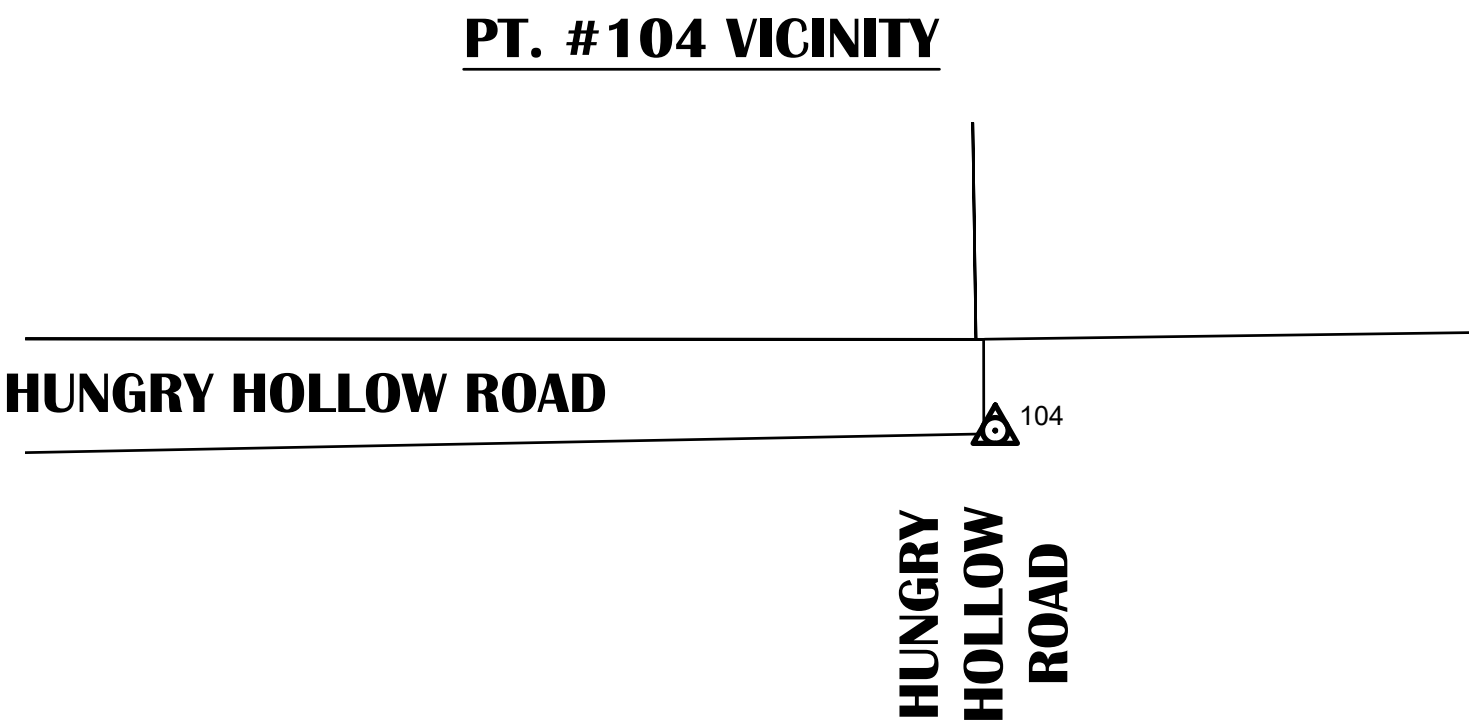
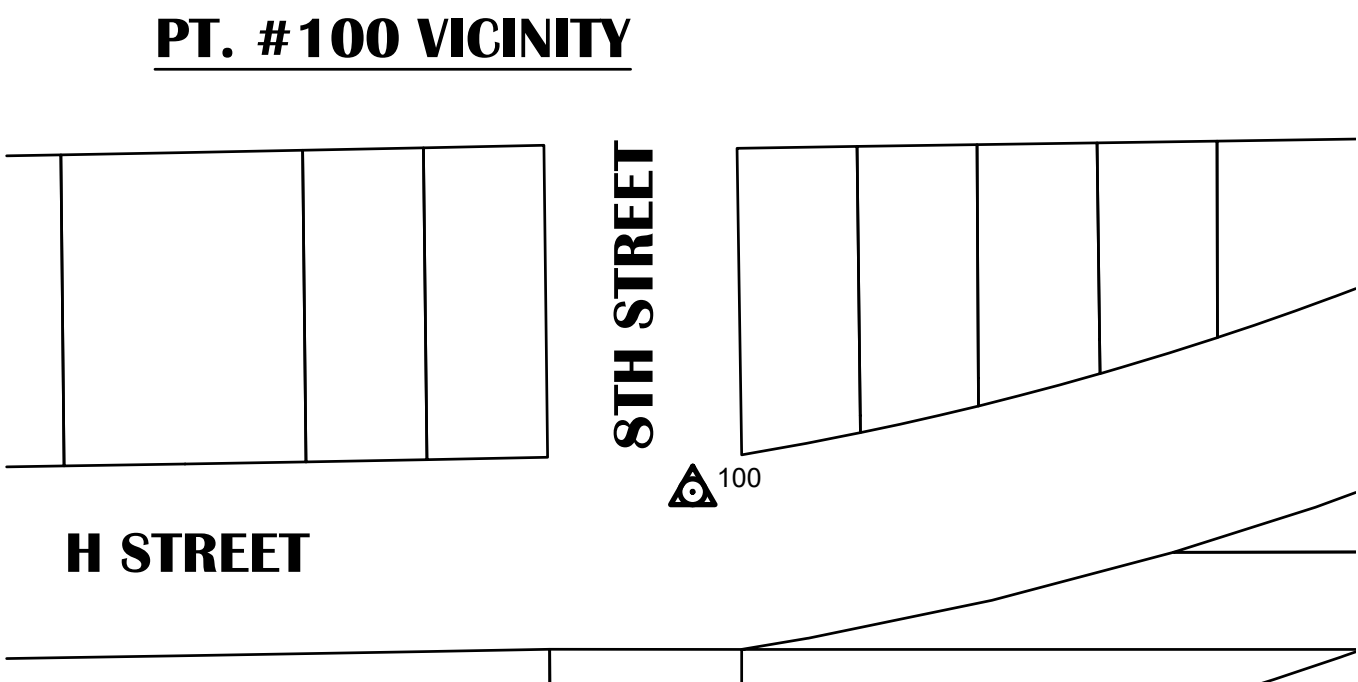
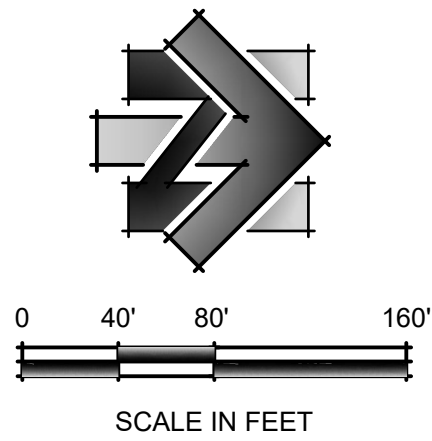
CITY OF LINCOLN

DRAWING INFO	
DATE:	2026-06-09
DRAFTER:	GLP
DESIGNER:	GLP
REVIEWER:	VGM
R.E.Y. PROJECT NO. 5175.3008	
SHEET NO. 003 OF C10	

PROJECT CONTROL				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
△100	2088850.33	6762547.70	158.50	MAG NAIL w/ R.E.Y. WASHER
△102	2088311.96	6762596.80	160.64	MAG NAIL w/ R.E.Y. WASHER
△104	2093510.27	6770732.82	210.17	3" BRASS DISC, "CITY OF LINCOLN NO. 4 GPS CONTROL"
△108	2089348.72	6760044.45	153.05	2" BRASS DISC SECTION CORNER, "T 12 N, R 6 E, S9, S10, S16, S15, LS 4645"
△203	2086927.12	6762566.51	160.41	MAG NAIL w/ R.E.Y. WASHER
△230	2086458.31	6762743.85	161.39	60D SPIKE
△231	2086903.03	6762794.19	162.88	MAG NAIL w/ R.E.Y. WASHER
△232	2087885.16	6762789.20	164.06	MAG NAIL w/ R.E.Y. WASHER
△233	2087855.57	6763331.50	162.37	MAG NAIL w/ R.E.Y. WASHER

SHEET NOTES

- ALL PROPERTY INFORMATION SHOWN IS FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).



IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT
CIP # 477
SURVEY CONTROL SHEET
CITY OF LINCOLN CA

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Phone: (916) 366-3040 | Fax: (916) 366-5303 | www.reyengineers.com



DRAWING SCALE
HOR. SCALE: 1" = 80'
VERT. SCALE: N/A

100% PLANS
NOT FOR CONSTRUCTION

CHECKED BY	DATE

DRAWING INFO
DATE: 2026-06-09
DRAFTER: GJR
DESIGNER: GJR
REVIEWER: VGM

R.E.Y. PROJECT NO.
5175.3008
SHEET NO. **C04** OF **C10**

SYMBOLS ENLARGED FOR CLARITY

2

5

— J12150

1. SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
2. ALL PROPERTY INFORMATION SHOWN IS FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
3. LOCATIONS OF THE SHOWN UTILITIES WERE DETERMINED USING THE FOLLOWING METHODS: FIELD SURVEY, CITY OF LINCOLN GIS MAPS, AND AS-BUILT/FACILITY MAPS PROVIDED BY THE UTILITY PURVEYORS. ALL LOCATIONS ARE TO BE ASSUMED TO HAVE BEEN DETERMINED BY SUBSURFACE UTILITY ENGINEERING QUALITY LEVEL D METHODS (ASCE CI 38-02).
4. REMOVE (E)SS MAIN QUANTITIES ARE INCLUDED IN THE QUANTITIES FOR REMOVE & REPLACE (E)SS PIPE. SEE SHEETS C01 THRU C10 FOR REMOVE & REPLACE (E)SS PIPE QUANTITIES.



(E)BLIND TAP



H STREET

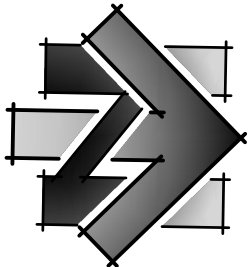
UPRR

LINCOLN BOULEVARD

5TH STREET

6TH STREET

LINCOLN-F ALLEY



0 30' 60' 120'

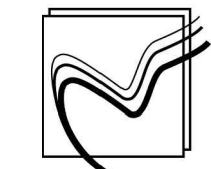
SCALE IN FEET

100% PLANS
NOT FOR

DRAWING SCALE
HOR. SCALE: 1" = 60'
VERT. SCALE: N/A



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IMPROVEMENT PLANS FOR: UPPR SEWER REHABILITATION PROJECT

CIP# 477
DEMOLITION PLAN

CITY OF LINCOLN

CA

DRAWING INFO

DATE: 2026-06-09
DRAFTER: GVR
DESIGNER: GVR
REVIEWER: VGM

R.E.Y. PROJECT NO.
5175.3008
SHEET NO. **C05** OF **C10**

SHEET LEGEND

SYMBOLS ENLARGED FOR CLARITY

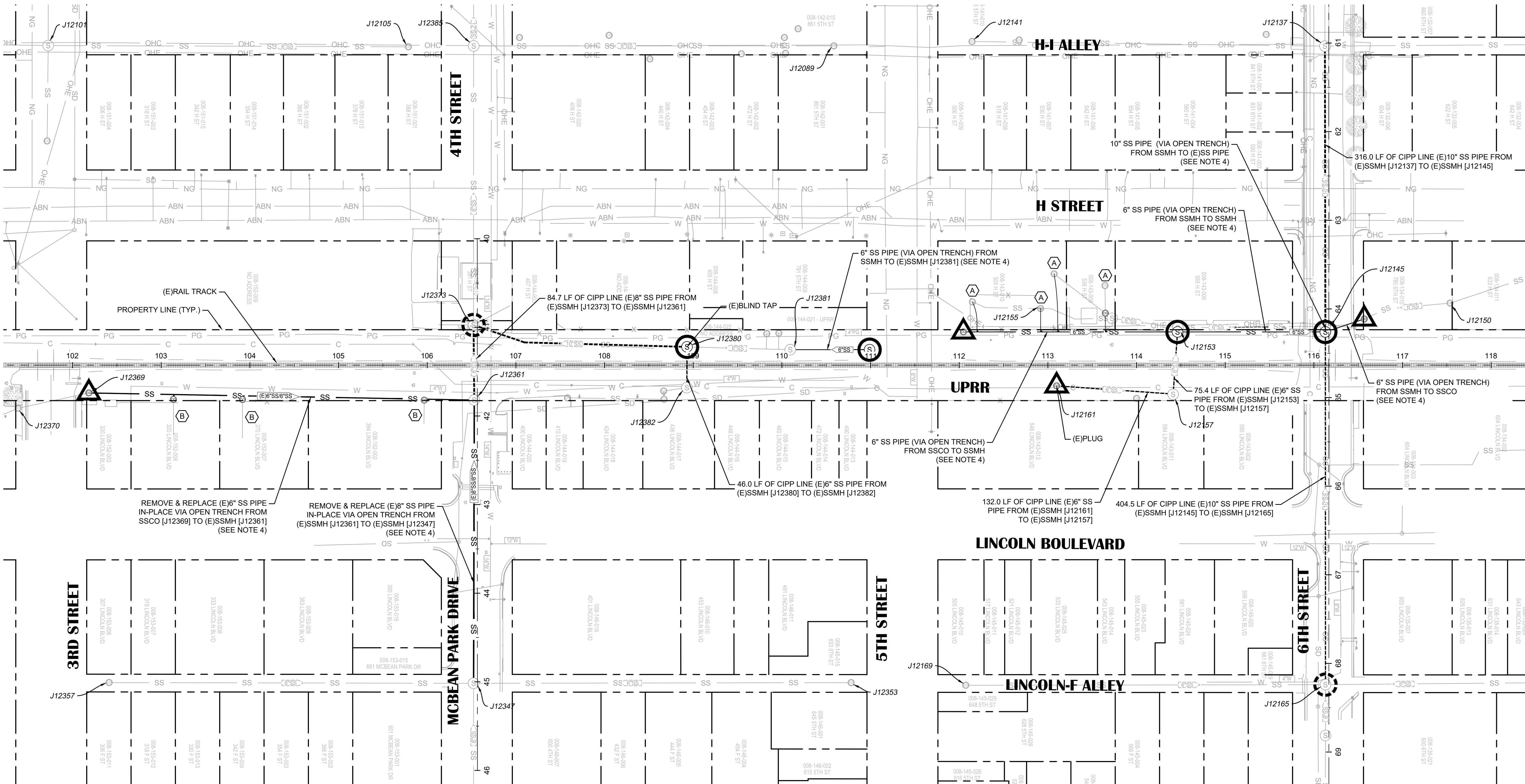
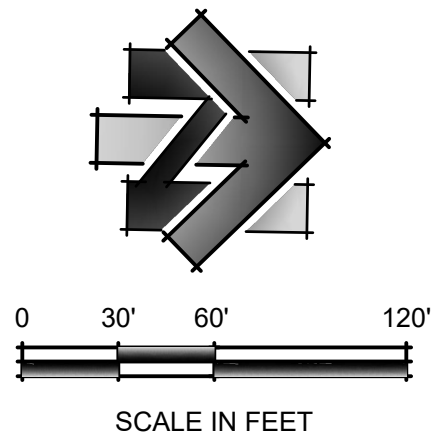
SYMBOL	DESCRIPTION
	CIPP LINE (E)SS PIPE
	REMOVE & REPLACE SS PIPE
	PROPOSED PIPE SIZE EXISTING PIPE SIZE
	SSCO
	48" SSMH
	REHABILITATE (E)SSMH (SEE "REHABILITATE (E)SSMH NOTES" THIS SHEET)
	SS STRUCTURE ID (SEE NOTE 1)
	SS SERVICE LATERAL PER DETAIL 5A, SHEET C03; (SEE NOTE 5)
	REMOVE & REPLACE SS SERVICE LATERAL PER DETAIL 5B, SHEET C03; (SEE NOTE 5)

SHEET NOTES

- SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
- ALL PROPERTY INFORMATION SHOWN IS FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
- LOCATIONS OF THE SHOWN UTILITIES WERE DETERMINED USING THE FOLLOWING METHODS: FIELD SURVEY, CITY OF LINCOLN GIS MAPS, AND AS-BUILT/FACILITY MAPS PROVIDED BY THE UTILITY PURVEYORS. ALL LOCATIONS ARE TO BE ASSUMED TO HAVE BEEN DETERMINED BY SUBSURFACE UTILITY ENGINEERING QUALITY LEVEL D METHODS (ASCE CI 38-02).
- SEE "SANITARY SEWER PLAN & PROFILE" SHEETS FOR STATION OFFSET, ELEVATION, LENGTH, AND CROSSING INFORMATION.
- SANITARY SEWER SERVICE TAP LOCATIONS SHOWN PER CCTV INFORMATION. ON-SITE CLEANOUT LOCATION NOT FIELD VERIFIED/LOCATED, UNLESS THE EXISTING CLEANOUT SYMBOL IS SHOWN.

REHABILITATE (E)SSMH NOTES

- J12165 - CHISEL, GROUT, AND RE-CHANNEL MANHOLE BASE.
- J12373 - GROUT TO FILL GAP AROUND GRADE RING.

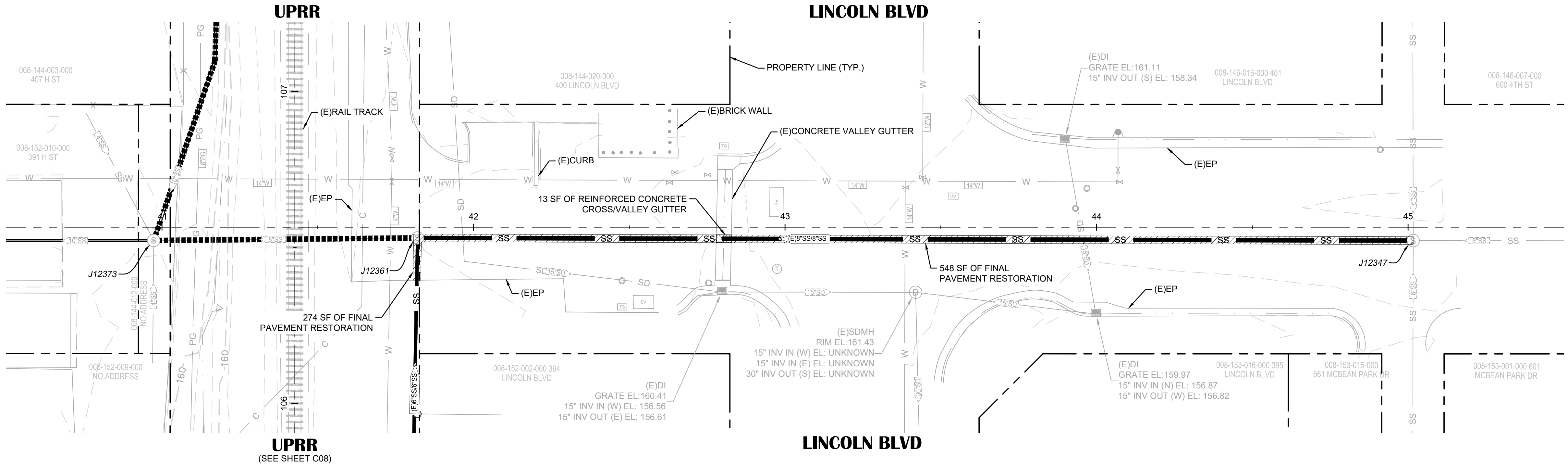
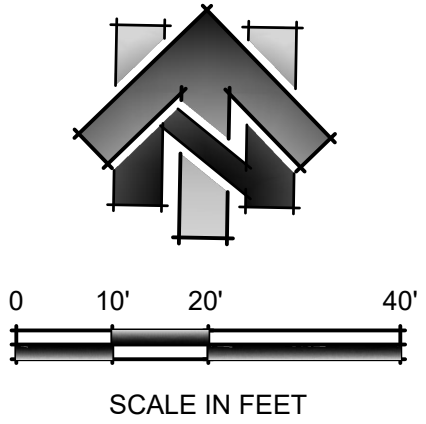


SHEET LEGEND

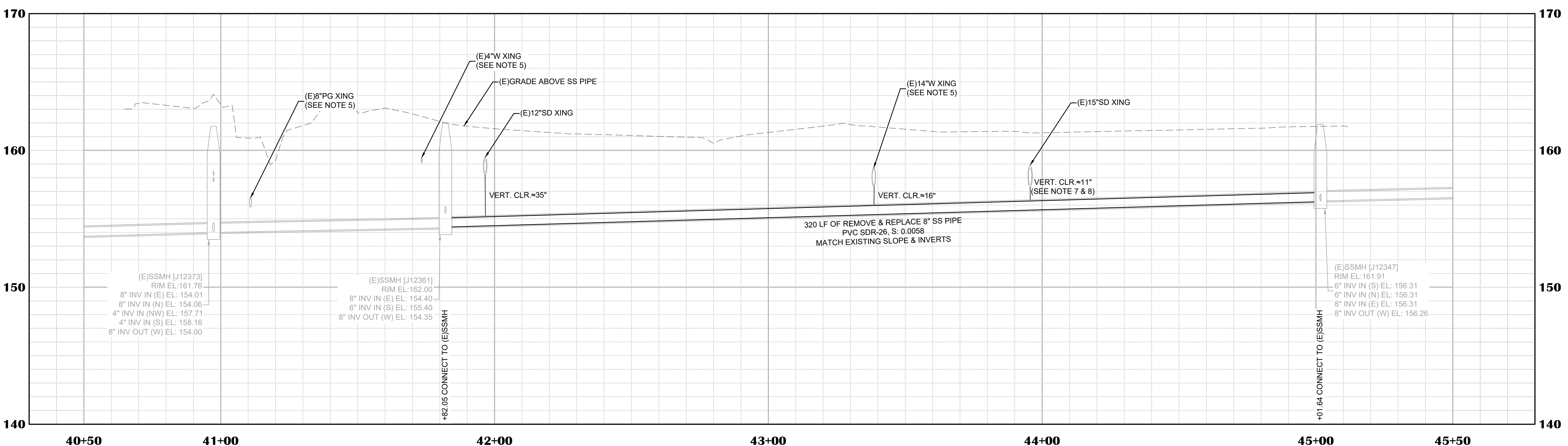
SYMBOL	DESCRIPTION
	CIPP LINE (E)SS PIPE (SEE NOTE 4)
	REMOVE & REPLACE SS PIPE
	PROPOSED PIPE SIZE
	EXISTING PIPE SIZE
	FINAL PAVEMENT RESTORATION
	REINFORCED CONCRETE CROSS/VALLEY GUTTER

SHEET NOTES

- SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
- ALL PROPERTY INFORMATION SHOWN IS FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
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- SEE "UTILITY PLAN" SHEET C06 FOR CIPP LINE (E)SS PIPE AND MANHOLE REHABILITATION LOCATIONS AND INFORMATION.
- (E)PIPE CROSSING LOCATION IS DEPICTED AT MINIMUM DEPTH, IN CASES WHERE NO PIPE ELEVATION DATA IS AVAILABLE.
- PROVIDE 12" MIN. VERTICAL CLEARANCE BETWEEN EXISTING WATER PIPE AND SS PIPE. EXISTNG WATER PIPES SHALL BE ABOVE SS PIPE. PROVIDE 12" MIN CLEARANCE BETWEEN OTHER EXISTING PIPES AND SS PIPE, WHERE POSSIBLE.
- TYPE "E" MATERIAL SHALL BE USED FOR BACKFILL PER DETAIL 4, SHEET C03 FOR LESS THAN 12" VERTICAL CLEARANCE BETWEEN CROSSING PIPES.
- SEWER PIPE TO BE INSTALLED CENTERED ON THE WATER CROSSING SUCH THAT THE JOINTS ARE THE MAXIMUM DISTANCE FROM THE CROSSING AT EACH END.



MCBEAN PARK DRIVE



NO	REVISION	DESCRIPTION	CHECKED BY	DATE
100% PLANS NOT FOR CONSTRUCTION				

DRAWING SCALE
HOR. SCALE: 1" = 20'
VERT. SCALE: 1" = 4'



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IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT
CIP # 477
SS PLAN & PROFILE - MCBEAN PARK DRIVE (STA 40+50 TO STA 45+50)
CITY OF LINCOLN CA

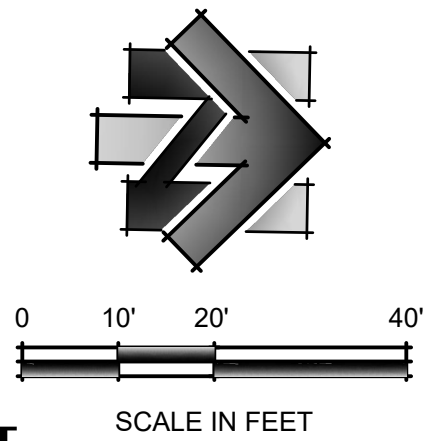
DRAWING INFO
DATE: 2026-06-09
DRAFTER: GJR
DESIGNER: GJR
REVIEWER: VGM

R.E.Y. PROJECT NO. 5175.3008
SHEET NO. C07 OF C10

N:\5175 - City of Lincoln\3008 - UPRR Sewer Rehabilitation Project (CIP 477)\10 - CAD Drawings\Improvement Plans\5175.3008 - SS_P&P(East-West).dwg Jun 09, 2026 - 11:58am, gramos

<u>SYMBOL</u>	<u>DESCRIPTION</u>
	CIPP LINE (E)SS PIPE (SEE NOTE 4)
	REMOVE & REPLACE SS PIPE PROPOSED PIPE SIZE EXISTING PIPE SIZE
	SS SERVICE LATERAL & WYE
	FINAL PAVEMENT RESTORATION

1. SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
2. ALL PROPERTY LINES AND APNS SHOWN ARE FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
3. LOCATIONS OF THE SHOWN UTILITIES WERE DETERMINED USING THE FOLLOWING METHODS: FIELD SURVEY, CITY OF LINCOLN GIS MAPS, AND AS-BUILT/FACILITY MAPS PROVIDED BY THE UTILITY PURVEYORS. ALL LOCATIONS ARE TO BE ASSUMED TO HAVE BEEN DETERMINED BY SUBSURFACE UTILITY ENGINEERING QUALITY LEVEL D METHODS (ASCE CI 38-02).
4. SEE "UTILITY PLAN" SHEET C06 FOR CIPP LINE (E)SS PIPE AND MANHOLE REHABILITATION LOCATIONS AND INFORMATION.
5. (E)PIPE CROSSING LOCATION IS DEPICTED AT MINIMUM DEPTH, IN CASES WHERE NO PIPE ELEVATION DATA IS AVAILABLE.
6. PROVIDE 12" MIN. VERTICAL CLEARANCE BETWEEN EXISTING WATER PIPE AND SS PIPE. EXISTNG WATER PIPES SHALL BE ABOVE SS PIPE. PROVIDE 12" MIN CLEARANCE BETWEEN OTHER EXISTING PIPES AND SS PIPE, WHERE POSSIBLE.
7. TYPE "E" MATERIAL SHALL BE USED FOR BACKFILL PER DETAIL 4, SHEET C03 FOR LESS THAN 12" VERTICAL CLEARANCE BETWEEN CROSSING PIPES.
8. SEWER PIPE TO BE INSTALLED CENTERED ON THE WATER CROSSING SUCH THAT THE JOINTS ARE THE MAXIMUM DISTANCE FROM THE CROSSING AT EACH END.
9. CONSTRUCTION CENTERLINE ALIGNMENT IS DEPICTED ALONG THE CENTERLINE OF THE UPRR MAIN LINE TRACK.
10. CONTRACTOR TO VERIFY PRESENCE OF EXISTING SS CLEANOUT. REMOVE & REPLACE EXISTING CLEANOUT IF EXISTING CLEANOUT IS PRESENT. INSTALL NEW SS CLEANOUT AT THIS LOCATION IF NO CLEANOUT IS FOUND.
11. EXISTING 8" PETROLEUM GAS LINE SHOWN IS APPROXIMATE PER POTHOLOG INFORMATION. CONTRACTOR TO USE EXTREME CAUTION WHILE PERFORMING EXCAVATION ACTIVITIES NEAR THE PETROLEUM GAS LINE.

[illegible]

DRAWING SCALE
 HOR. SCALE: 1" = 20'
 VERT. SCALE: 1" = 4'



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**IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT**

DRAWING INFO	
DATE:	2026-06-09
DRAFTER:	GVR
DESIGNER:	GVR
REVIEWER:	VGM

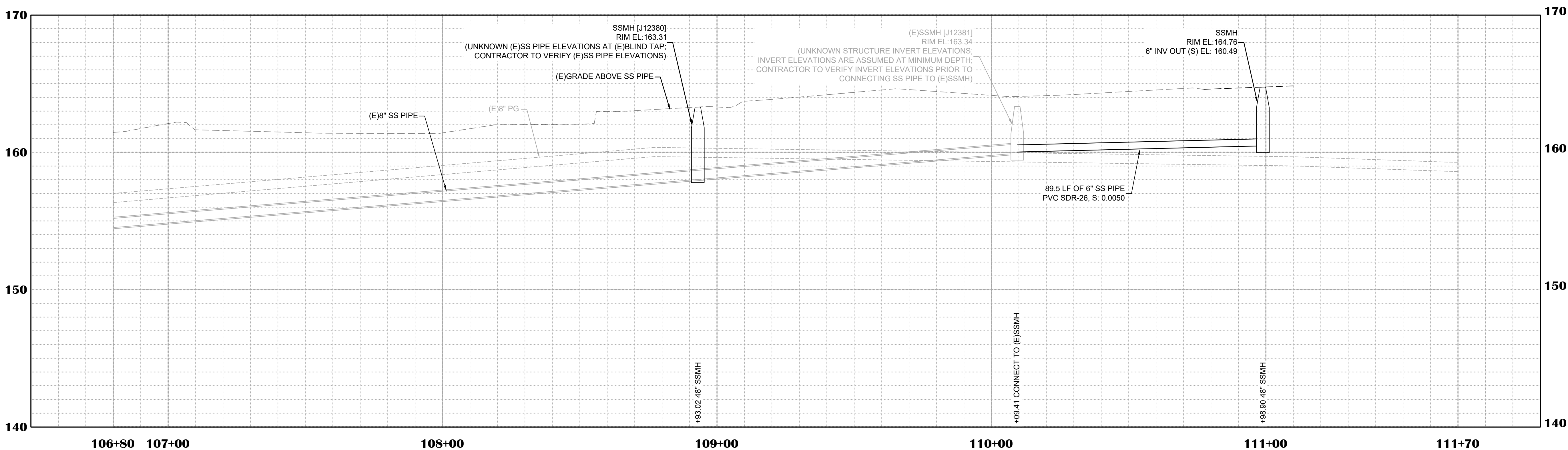
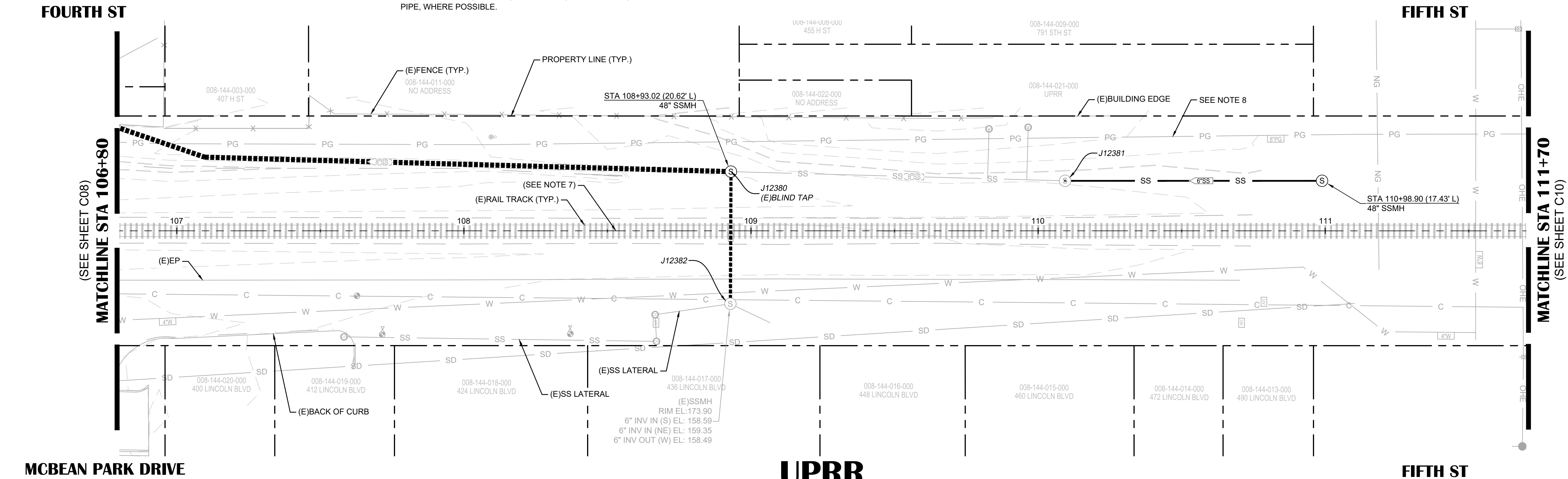
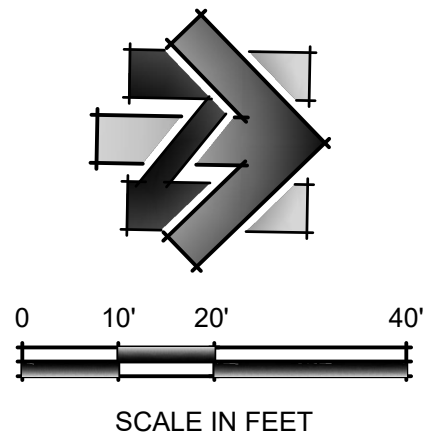
R.E.Y. PROJECT NO.
5175.3008
SHEET NO. **C08** OF **C10**

SHEET LEGEND

SYMBOL	DESCRIPTION
	CIPP LINE (E)SS PIPE (SEE NOTE 4)
	SS PIPE
	FINAL PAVEMENT RESTORATION

SHEET NOTES

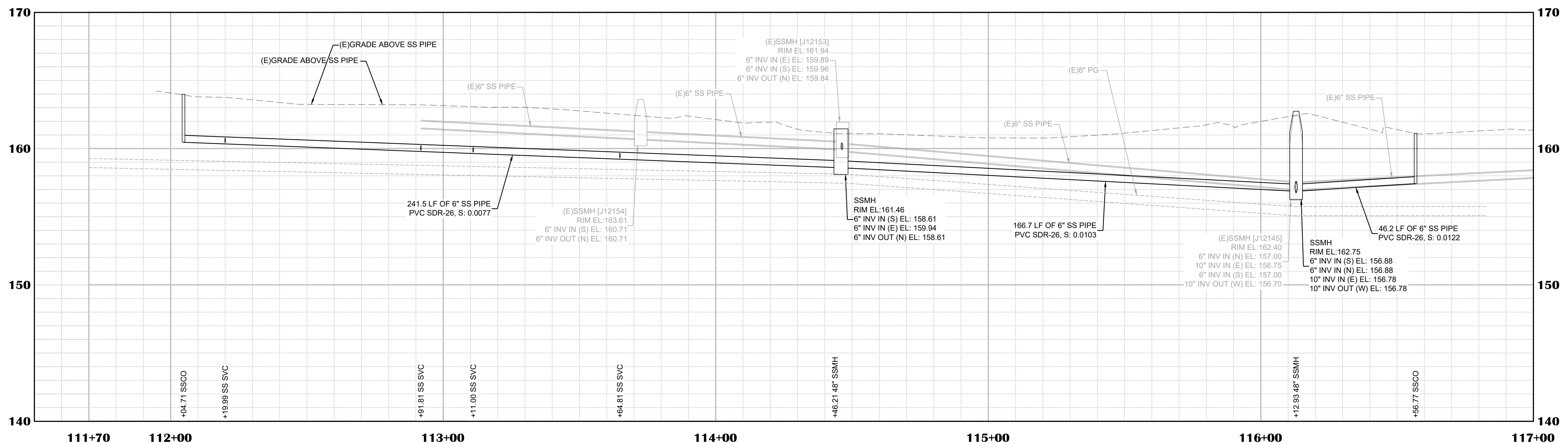
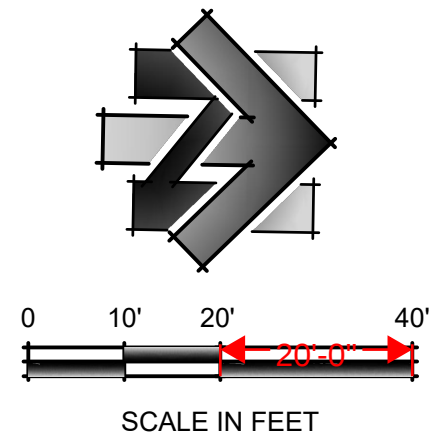
- SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
- ALL PROPERTY LINES AND APNS SHOWN ARE FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
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- SEE "UTILITY PLAN" SHEET C06 FOR CIPP LINE (E)SS PIPE AND MANHOLE REHABILITATION LOCATIONS AND INFORMATION.
- (E)PIPE CROSSING LOCATION IS DEPICTED AT MINIMUM DEPTH, IN CASES WHERE NO PIPE ELEVATION DATA IS AVAILABLE.
- PROVIDE 12" MIN. VERTICAL CLEARANCE BETWEEN EXISTING WATER PIPE AND SS PIPE. EXISTING WATER PIPES SHALL BE ABOVE SS PIPE. PROVIDE 12" MIN CLEARANCE BETWEEN OTHER EXISTING PIPES AND SS PIPE, WHERE POSSIBLE.
- CONSTRUCTION CENTERLINE ALIGNMENT IS DEPICTED ALONG THE CENTERLINE OF THE UPRR MAIN LINE TRACK.
- EXISTING 8" PETROLEUM GAS LINE SHOWN IS APPROXIMATE PER POTHOLING INFORMATION. CONTRACTOR TO USE EXTREME CAUTION WHILE PERFORMING EXCAVATION ACTIVITIES NEAR THE PETROLEUM GAS LINE.



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<u>SYMBOL</u>	<u>DESCRIPTION</u>
	CIPP LINE (E)SS PIPE (SEE NOTE 4)
	SS PIPE
	SS SERVICE LATERAL & WYE
	FINAL PAVEMENT RESTORATION

1. SS STRUCTURE IDENTIFICATION NUMBERS WERE DERIVED FROM THE LEGACY ID NUMBERS PROVIDED BY THE CITY OF LINCOLN GIS NETWORK, PUBLIC UTILITIES MAP (ACCESSED JUNE 2025).
2. ALL PROPERTY INFORMATION SHOWN IS FROM CITY OF LINCOLN GIS NETWORK (ACCESSED JUNE 2025).
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4. SEE "UTILITY PLAN" SHEET C06 FOR CIPP LINE (E)SS PIPE AND MANHOLE REHABILITATION LOCATIONS AND INFORMATION.
5. (E)PIPE CROSSING LOCATION IS DEPICTED AT MINIMUM DEPTH, IN CASES WHERE NO PIPE ELEVATION DATA IS AVAILABLE.
6. PROVIDE 12" MIN. VERTICAL CLEARANCE BETWEEN EXISTING WATER PIPE AND SS PIPE. EXISTING WATER PIPES SHALL BE ABOVE SS PIPE. PROVIDE 12" MIN CLEARANCE BETWEEN OTHER EXISTING PIPES AND SS PIPE, WHERE POSSIBLE.
7. CONSTRUCTION CENTERLINE ALIGNMENT IS DEPICTED ALONG THE CENTERLINE OF THE UPRR MAIN LINE TRACK.
8. EXISTING 8" PETROLEUM GAS LINE SHOWN IS APPROXIMATE PER POTHOLES INFORMATION. CONTRACTOR TO USE EXTREME CAUTION WHILE PERFORMING EXCAVATION ACTIVITIES NEAR THE PETROLEUM GAS LINE.

[illegible]

DRAWING SCALE
 HOR. SCALE: 1" = 20'
 VERT. SCALE: 1" = 4'



R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

905 Sutter Street, Suite 200, Folsom, CA 95630
Phone: (916) 344-3040 | Fax: (916) 344-3303 | www.reyengineers.com

**IMPROVEMENT PLANS FOR:
UPPR SEWER REHABILITATION PROJECT**

CIP# 477

SS PLAN & PROFILE - UPRR (STA 111+70 TO STA 117+00)

CITY OF LINCOLN

CA

DRAWING INFO	
DATE:	2026-06-09
DRAFTER:	GVR
DESIGNER:	GVR
REVIEWER:	VGM

R.E.Y. PROJECT NO.
5175.3008
 SHEET NO. **C10** OF **C10**



STAFF REPORT

Item Number 13.J

SUBJECT: Adopt a Resolution Approving Plans and Technical Specifications for the Ferrari Ranch Road UPRR Crossing Improvements Capital Improvement Project (CIP) 600. (Jonnelyn Espartero)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the plans and technical specifications, and authorizing staff to proceed with the bidding process for construction of Ferrari Ranch Road UPRR Crossing Improvements CIP 600.

The project is funded by \$2,450,000 within Funds 2210, 2230 and 2400.

BACKGROUND/INTRODUCTION:

The Capital Improvement budget includes the Ferrari Ranch Road UPRR Crossing Project. Currently, there is no safe path of travel for pedestrians and bicyclists to cross the UPRR tracks and travel between Ferrari Ranch Road and Lincoln Boulevard. To address these issues and support a more pedestrian and bicycle-friendly area, the project proposes improvements to the existing at-grade UPRR crossings, including upgraded sidewalks and other pedestrian enhancements that will provide a safer and more convenient route across the railroad tracks.

On July 16, 2021, a contract for professional services was executed with Mark Thomas which included preliminary engineering services needed for design of the project, coordination with UPRR as necessary, and preparation of the PS&E in the amount of \$15,908.

On September 28, 2021, the City Manager approved additional funding for professional services with Mark Thomas for the 1B signal pole relocation and signal modification in the amount of \$27,237.

On January 24, 2022, the City Manager approved additional funding for professional services with Mark Thomas, including support for researching new UPRR railroad flagging policies in the amount of \$25,211.

On May 23, 2023, the City Council approved a resolution authorizing the City Manager to increase funds for professional services with Mark Thomas due to additional project management, plan preparation and UPRR coordination in the amount of \$64,409.

On March 10, 2026, the City Council approved a resolution authorizing the City Manager to increase funds for professional services with Mark Thomas which includes finalizing PS&E, bidding assistance, and engineering support during construction in the amount of \$80,900.

The UPRR agreement was received in March 2026. Staff have been coordinating with UPRR to finalize the agreement, complete PS&E, and prepare the project for advertisement and bidding.

The plans and specifications may be subject to minor technical revisions for clarification, prior to and during the advertisement period, as approved by the City Engineer. These revisions do not affect the size, scope, and intent of the project. A partial set of plans is included as Attachment A. A complete set of improvement plans and specifications can be made available for viewing upon request.

FINDINGS/ANALYSIS:

The project is currently programmed with the following milestone schedule:

- | | |
|------------------------------------|------------------------------|
| • Advertise and Circulate for Bids | July 2026 |
| • Bid Opening | August 2026 |
| • Award Contract for Construction | September 2026 |
| • Construction Period | October 2026 – December 2027 |

FISCAL IMPACT:

Budgeted

CIP 600 Ferrari Ranch Road UPRR Crossing

Fund 2400	\$1,500,000
Fund 2230	\$ 515,000
Fund 2210	\$ 435,000
Total	\$2,450,000

Project Costs

Design – Mark Thomas	\$ 213,665
Design – UPRR	\$ 120,900
Bear Electric	\$ 37,042

Total	\$ 371,607
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Remaining Estimated Project Costs

Construction	\$ 1,479,619
--------------	--------------

Contingency (10%)	\$ 147,962
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<u>CM Inspection (15%)</u>	<u>\$ 221,943</u>
----------------------------	-------------------

Total	\$ 1,849,524
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Budgeted Remaining

Fund 2210	\$ 228,869
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ATTACHMENTS:

[FRR UPRR Improvements PS&E.DOC2.Reso.2026July14.jespartero.REV1.docx](#)

[FRR UPRR Improvements PS&E.DOC3.Attachment A Partial Plans.2026July14.jespartero.pdf](#)

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
APPROVING THE PLANS AND TECHNICAL SPECIFICATIONS, AND AUTHORIZING
STAFF TO PROCEED WITH THE BIDDING PROCESS FOR CONSTRUCTION OF
FERRARI RANCH ROAD UPRR CROSSING IMPROVEMENTS CAPITAL
IMPROVEMENT PROJECT (CIP) 600

WHEREAS, on July 16, 2021, the City Manager approved a contract for professional services with Mark Thomas for preliminary engineering services and coordination with UPRR as necessary; and

WHEREAS, in March 2026, UPRR agreement was received, and staff have been coordinating with UPRR to finalize the agreement, complete PS&E, and prepare the project for advertisement and bidding; and

WHEREAS, on June 22, 2026, Mark Thomas submitted the final plans and technical specifications for the Ferrari Ranch Road UPRR Crossing Improvements Project; and

WHEREAS, City staff recommends that the City Council approve the project plans and technical specifications, and authorize staff to proceed with the bidding process for construction.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln approves the plans and technical specifications and authorizes staff to proceed with the bidding process for construction of Ferrari Ranch Road UPRR Crossing Improvements Capital Improvement Project (CIP) 600.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

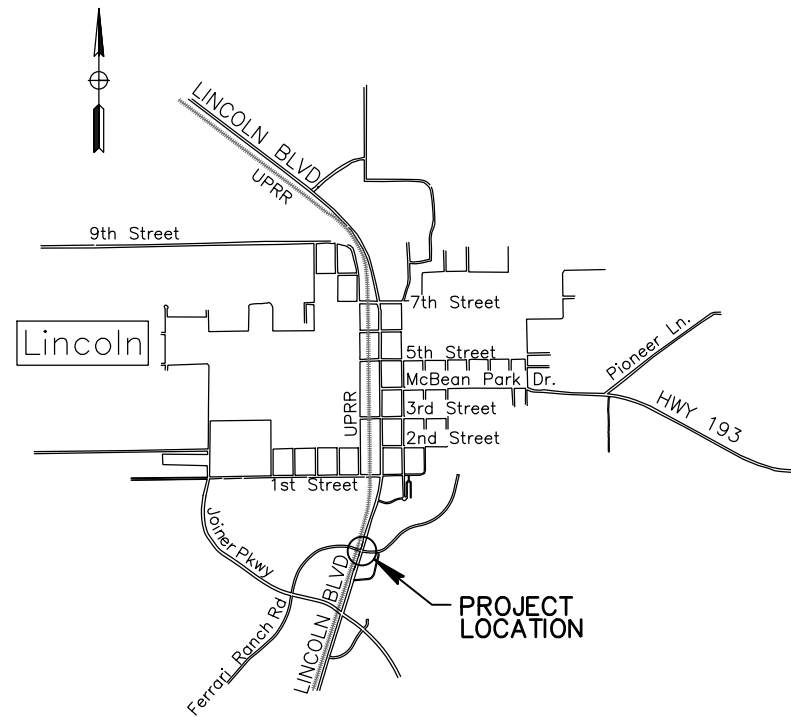
ATTEST:

Resolution No. 2026-XXX
Page 1 of 2

Hope Ithurburn, City Clerk

IMPROVEMENT PLANS FOR UPRR PEDESTRIAN GRADE CROSSING AT FERRARI RANCH ROAD

SUPPLEMENTED BY CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS DATED 2025
AND THE CITY OF LINCOLN IMPROVEMENT STANDARDS AND DESIGN CRITERIA
AND PROCEDURES MANUAL DATED JUNE 2004



VICINITY MAP
N.T.S.

INDEX OF PLAN SHEETS

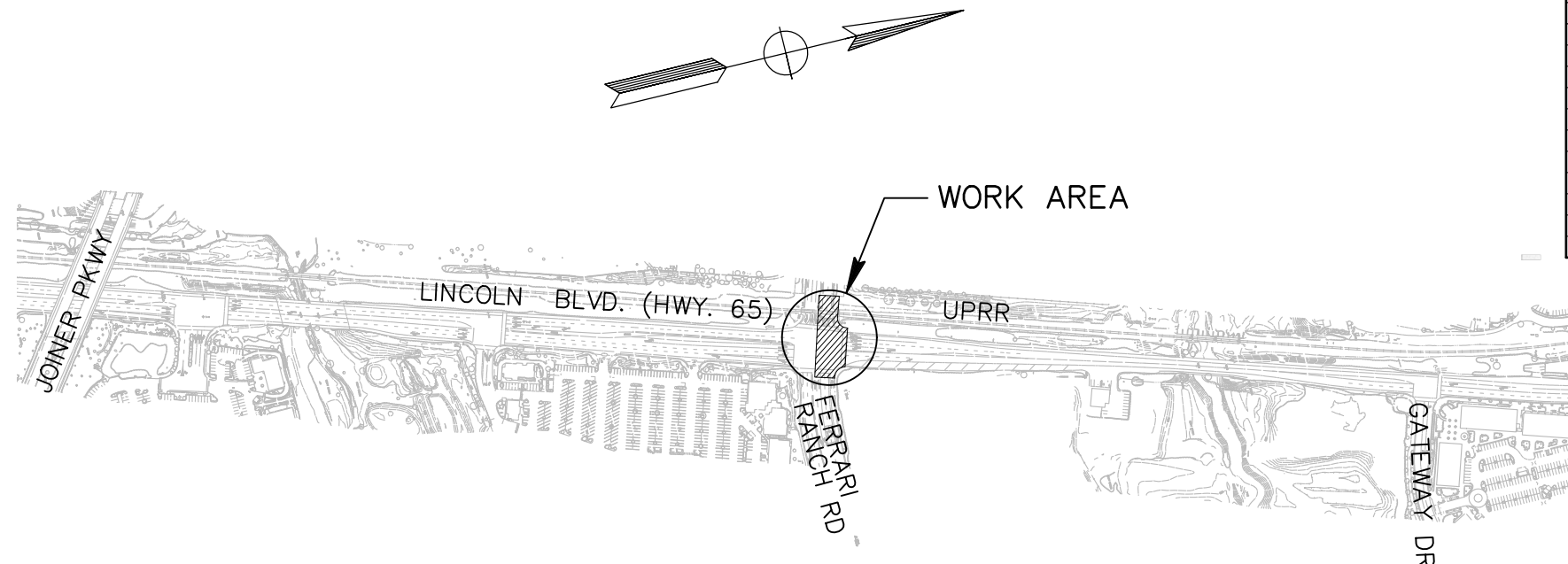
1	TITLE SHEET
2	SURVEY CONTROL DIAGRAM
3	DEMOLITION PLAN
4-6	PLAN, GEOMETRICS AND MICROSURFACING
7-8	DETAILS
9	DRAINAGE AND UTILITIES
10	DRAINAGE PROFILE
11	STRIPING AND SIGNING
12-14	ELECTRICAL SHEETS

APPROVED BY CITY OF LINCOLN

CITY ENGINEER _____ DATE: _____

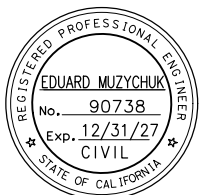
CITY OF LINCOLN UTILITY REPRESENTATIVES/CONTACTS

UTILITY	COMPANY & REPRESENTATIVE		PHONE
U.S.A.	U.S.A.		800-642-2444
TELEPHONE	AT&T CALIFORNIA	ASTRID WILLARD	916-484-2388
FIBER OPTIC	WAVE BROADBAND	ALEX SLABOSNITSKIY	916-297-3257
OIL	KINDER MORGAN	PATRICK RIBAN	713-420-5608
GAS	PACIFIC GAS & ELECTRIC	NICK MORLOCK	916-760-5737
ELECTRIC	PACIFIC GAS & ELECTRIC	NICK MORLOCK	916-760-5737
FIRE	LINCOLN FIRE DEPT.	-----	---
WATER	CITY OF LINCOLN	BRIAN SMULL	---
SEWER	CITY OF LINCOLN	-----	---
DRAINAGE	CITY OF LINCOLN	-----	---
UPRR	UPRR	TREVOR TAYLOR	530-227-1694



LOCATION MAP

N.T.S.



T-1

100% SUBMITTAL - NOT FOR CONSTRUCTION

			MARK THOMAS	701 UNIVERSITY AVE, SUITE 200 SACRAMENTO, CALIFORNIA 95825 (916) 381-9100	DRAWN BY: S. KALKOFFEN DESIGNED BY: L. LIU CHECKED BY: E. MUZYCHUK LIHONG LIU RCE No. 80619 SUBMITTED BY:		UPRR PEDESTRIAN GRADE CROSSING AT FERRARI RANCH ROAD TITLE SHEET	CITY OF LINCOLN	CALIFORNIA	FILE NO. SA-18122 SHEET 1 OF 14
No.	DATE	DESCRIPTION								

BENCHMARK INFORMATION: ELEV. 127.88
ORTHOMETRIC HEIGHTS SHOWN ARE BASED ON
CITY OF LINCOLN CONTROL. BENCH MARK BM A
855, ELEVATION 127.877 AS SHOWN ON THE
RECORD OF SURVEY FILED IN BOOK 16 OF
SURVEYS, PAGE 105, WAS HELD. ORTHOMETRIC
HEIGHTS SHOWN ARE NGVD 29.

UNDER THE SUPERVISION OF:
ZACHARY J. SIVIGLIA, P.E.

No. 73128 exp. 12-31-24
R.C.E.

CITY OF LINCOLN

CALIFORNIA

NOTES

1. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONS CODE SECTION 8771 (b) REGARDING REFERENCING, PRESERVING AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT MONUMENTS ARE SHOWN IN THESE PLANS.
2. IF MONUMENT IS DAMAGED BY CONTRACTOR'S OPERATIONS, CONTRACTOR SHALL REPLACE MONUMENT AT CONTRACTOR'S EXPENSE.

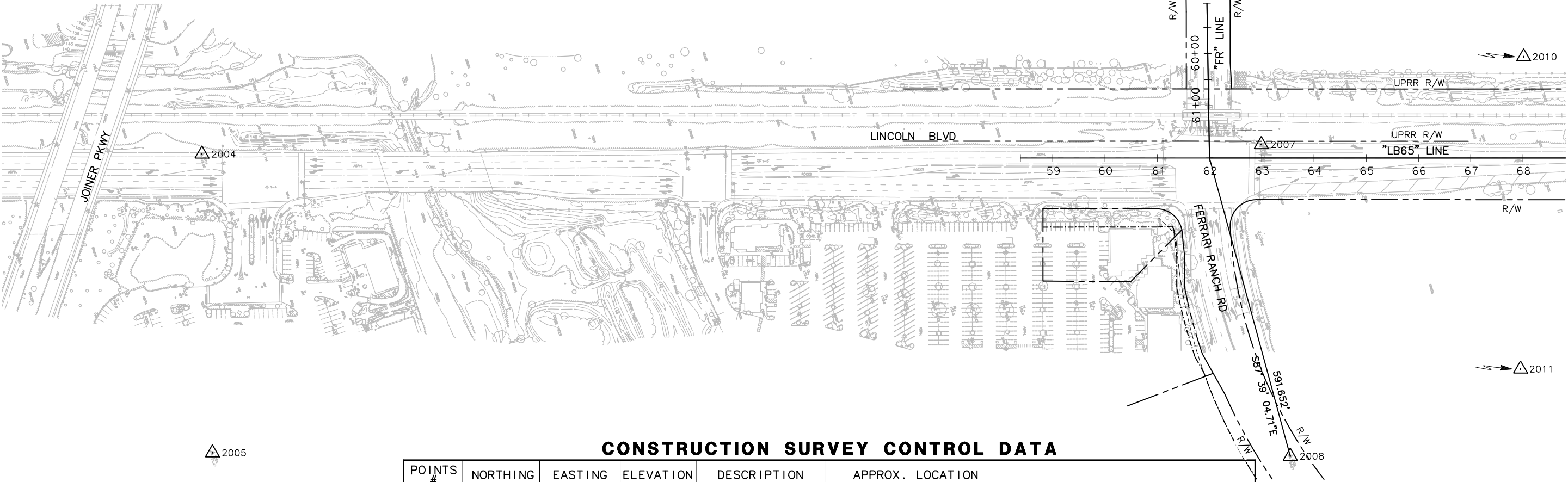
DATUM

BASIS OF BEARINGS AND COORDINATES:
BEARINGS AND COORDINATES SHOWN ARE BASED ON CITY OF LINCOLN CONTROL POINTS 109, 110 & BM A 855 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS, PAGE 105.COORDINATES SHOWN ARE CCS83, ZONE2, EPOCH 1991.35

BASIS OF ELEVATIONS:
ORTHOMETRIC HEIGHTS SHOWN ARE BASED ON CITY OF LINCOLN CONTROL. BENCH MARK BM A 855, ELEVATION 127.877 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS, PAGE 105,WAS HELD. ORTHOMETRIC HEIGHTS SHOWN ARE NGVD 29.

LEGEND

△ CONTROL MONUMENT



CONSTRUCTION SURVEY CONTROL DATA

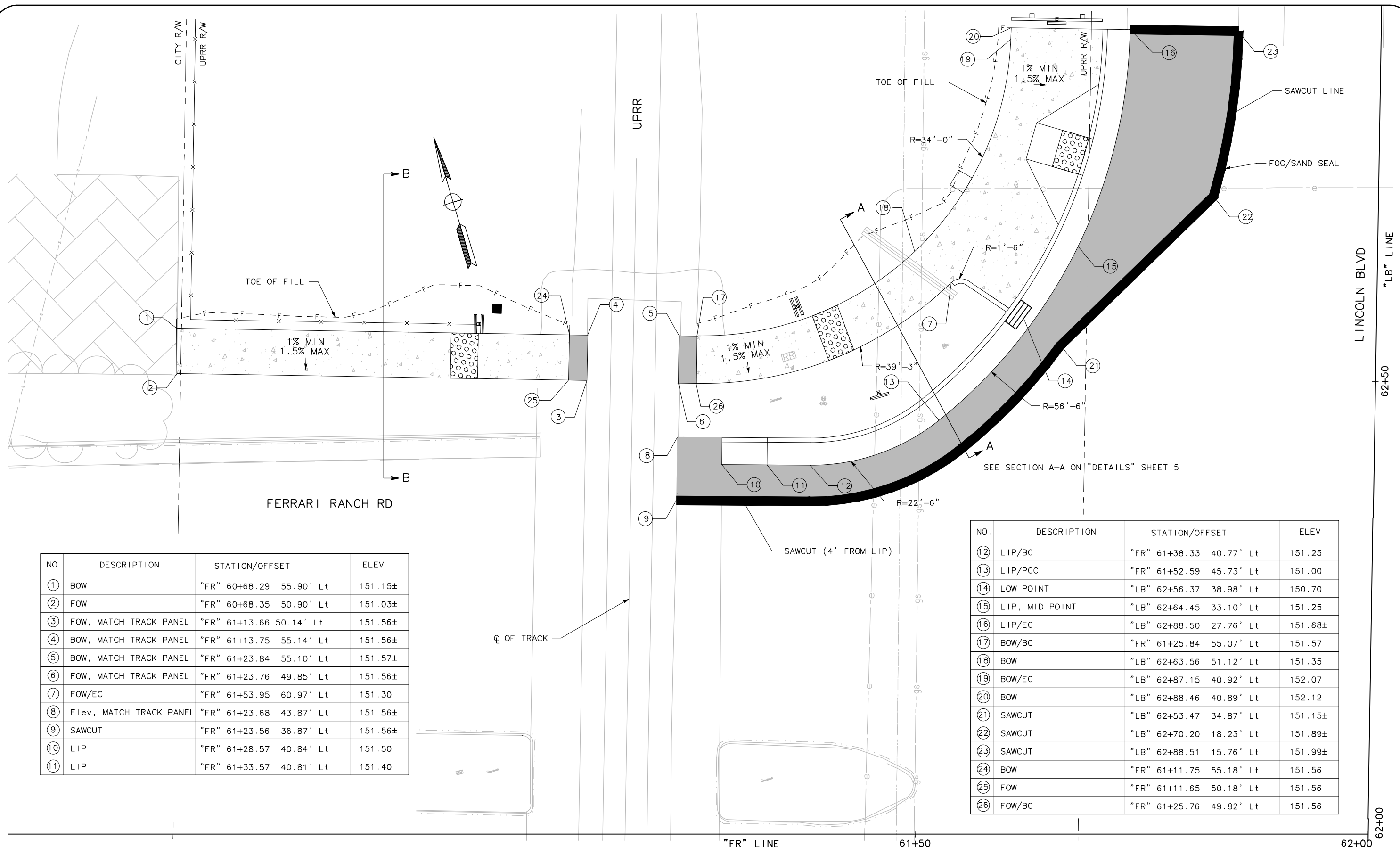
POINTS #	NORTHING	EASTING	ELEVATION	DESCRIPTION	APPROX. LOCATION
2003	2081260.61	6761079.80	173.72	NAIL & SHINER	JOINER PKWY. WB SHOULDER.
2004	2081128.59	6761651.54	148.04	NAIL & SHINER	LINCOLN BLVD S.B. SHOULDER APPROX. 180' NORTH OF JOINER PKWY.
2005	2080975.49	6762203.15	151.46	NAIL & SHINER	PARKING LOT.
2006	2083120.32	6761526.43	149.15	NAIL & SHINER	FERRARI RANCH RD. APPROX 740' WEST OF LINCOLN BLVD.
2007	2083067.68	6762244.11	151.72	NAIL & SHINER	LINCOLN BLVD S.B. SHOULDER APPROX. 95' NORTH OF FERRARI RANCH RD.
2008	2082941.01	6762829.96	154.06	NAIL & SHINER	FERRARI RANCH RD. APPROX 600' EAST OF LINCOLN BLVD.
2009	2085461.60	6762314.22	159.16	NAIL & SHINER	1ST ST. EAST OF I ST.
2010	2085489.79	6762877.91	160.88	NAIL & SHINER	1ST ST. BETWEEN HWY 65 & RR TRACKS
2011	2085454.21	6763466.19	164.76	NAIL & SHINER	1ST ST. BETWEEN F ST. & E ST.

100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=100'

SC-1

			BENCHMARK INFORMATION: ELEV. 127.88 ORTHOMETRIC HEIGHTS SHOWN ARE BASED ON CITY OF LINCOLN CONTROL. BENCH MARK BM A 855, ELEVATION 127.877 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS, PAGE 105,WAS HELD. ORTHOMETRIC HEIGHTS SHOWN ARE NGVD 29.		MARK THOMAS 701 UNIVERSITY AVE, SUITE 200 SACRAMENTO, CALIFORNIA 95825 (916) 381-9100 UNDER THE SUPERVISION OF: ZACHARY J. SIVIGLIA, P.E. No. 73128 exp. 12-31-24 R.C.E.		DRAWN BY: S. KALKOFFEN DESIGNED BY: L. LIU CHECKED BY: E. MUZYCHUK LIHONG LIU RCE No. 80619 SUBMITTED BY:				UPRR PEDESTRIAN GRADE CROSSING AT FERRARI RANCH ROAD SURVEY CONTROL DIAGRAM CITY OF LINCOLN		FILE NO. SA-18122 SHEET 2 OF 14		
No.	DATE	DESCRIPTION	BY												



NO.	DESCRIPTION	STATION/OFFSET	ELEV
①	BOW	"FR" 60+68.29 55.90' Lt	151.15±
②	FOW	"FR" 60+68.35 50.90' Lt	151.03±
③	FOW, MATCH TRACK PANEL	"FR" 61+13.66 50.14' Lt	151.56±
④	BOW, MATCH TRACK PANEL	"FR" 61+13.75 55.14' Lt	151.56±
⑤	BOW, MATCH TRACK PANEL	"FR" 61+23.84 55.10' Lt	151.57±
⑥	FOW, MATCH TRACK PANEL	"FR" 61+23.76 49.85' Lt	151.56±
⑦	FOW/EC	"FR" 61+53.95 60.97' Lt	151.30
⑧	Elev, MATCH TRACK PANEL	"FR" 61+23.68 43.87' Lt	151.56±
⑨	SAWCUT	"FR" 61+23.56 36.87' Lt	151.56±
⑩	LIP	"FR" 61+28.57 40.84' Lt	151.50
⑪	LIP	"FR" 61+33.57 40.81' Lt	151.40

NO.	DESCRIPTION	STATION/OFFSET	ELEV
⑫	LIP/BC	"FR" 61+38.33 40.77' Lt	151.25
⑬	LIP/PCC	"FR" 61+52.59 45.73' Lt	151.00
⑭	LOW POINT	"LB" 62+56.37 38.98' Lt	150.70
⑮	LIP, MID POINT	"LB" 62+64.45 33.10' Lt	151.25
⑯	LIP/EC	"LB" 62+88.50 27.76' Lt	151.68±
⑰	BOW/BC	"FR" 61+25.84 55.07' Lt	151.57
⑱	BOW	"LB" 62+63.56 51.12' Lt	151.35
⑲	BOW/EC	"LB" 62+87.15 40.92' Lt	152.07
⑳	BOW	"LB" 62+88.46 40.89' Lt	152.12
㉑	SAWCUT	"LB" 62+53.47 34.87' Lt	151.15±
㉒	SAWCUT	"LB" 62+70.20 18.23' Lt	151.89±
㉓	SAWCUT	"LB" 62+88.51 15.76' Lt	151.99±
㉔	BOW	"FR" 61+11.75 55.18' Lt	151.56
㉕	FOW	"FR" 61+11.65 50.18' Lt	151.56
㉖	FOW/BC	"FR" 61+25.76 49.82' Lt	151.56

100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=5' **L-2**

No.	DATE	DESCRIPTION	BY

BENCHMARK INFORMATION: ELEV. 127.88
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MARK THOMAS
UNDER THE SUPERVISION OF:
ZACHARY J. SIVIGLIA, P.E.

701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100
No. 73128 exp. 12-31-24
R.C.E.

DRAWN BY: S. KALKOFFEN
DESIGNED BY: L. LIU
CHECKED BY: E. MUZYCHUK
LIHONG LIU RCE No. 80619
SUBMITTED BY:

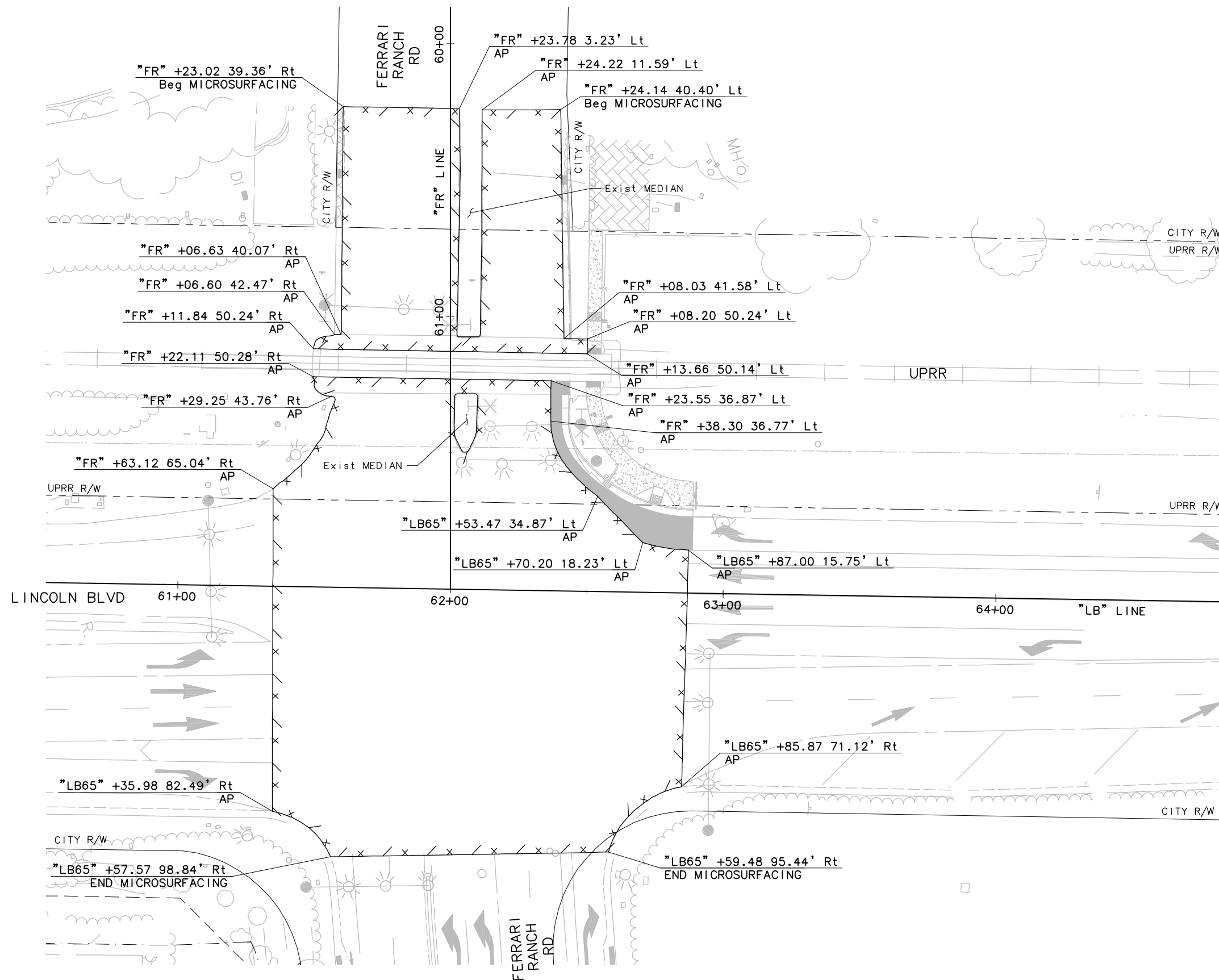


**UPRR PEDESTRIAN GRADE CROSSING AT
FERRARI RANCH ROAD
GEOMETRICS**
CITY OF LINCOLN

FILE NO. SA-18122
SHEET 5 OF 14
CALIFORNIA

LEGEND

 MICROSURFACING



100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=20'

L-3

No.	DATE	DESCRIPTION	BY

BENCHMARK INFORMATION: ELEV. 127.88
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HEIGHTS SHOWN ARE NAVD 83.

MARK THOMAS

UNDER THE SUPERVISION OF:
ZACHARY J. SIVIGLIA, P.E.

701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

No. 73128 exp. 12-31-24
R.C.E.

DRAWN BY: S. KALKOFFEN

DESIGNED BY: L. LIU

CHECKED BY: E. MUZYCHUK

LIHONG LIU RCE No. 80619

SUBMITTED BY:

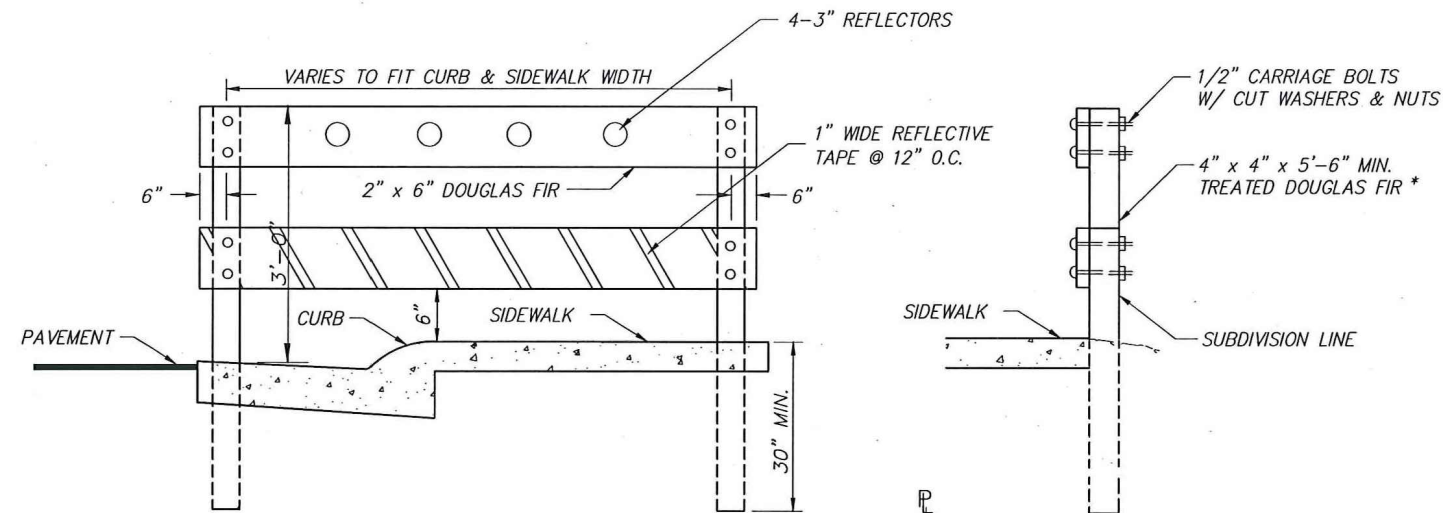


CITY OF LINCOLN

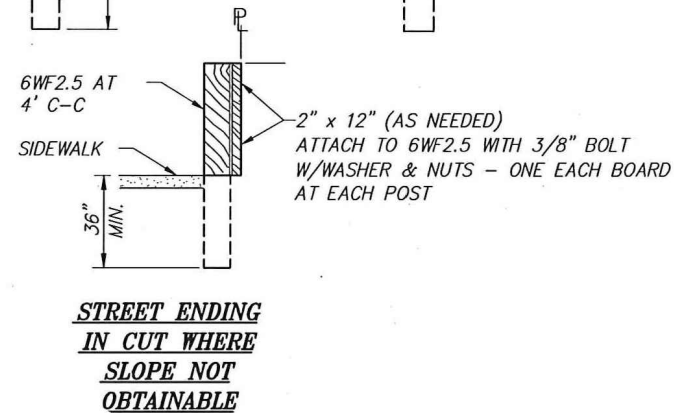
UPRR PEDESTRIAN GRADE CROSSING AT
FERRARI RANCH ROAD
MICROSURFACING

FILE NO. SA-18122
SHEET 6
OF 14

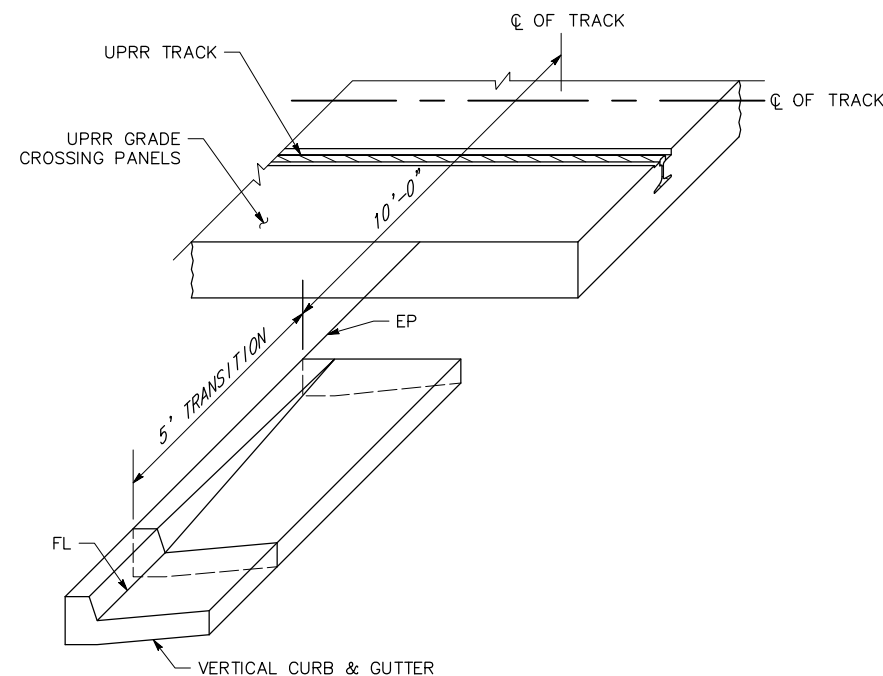
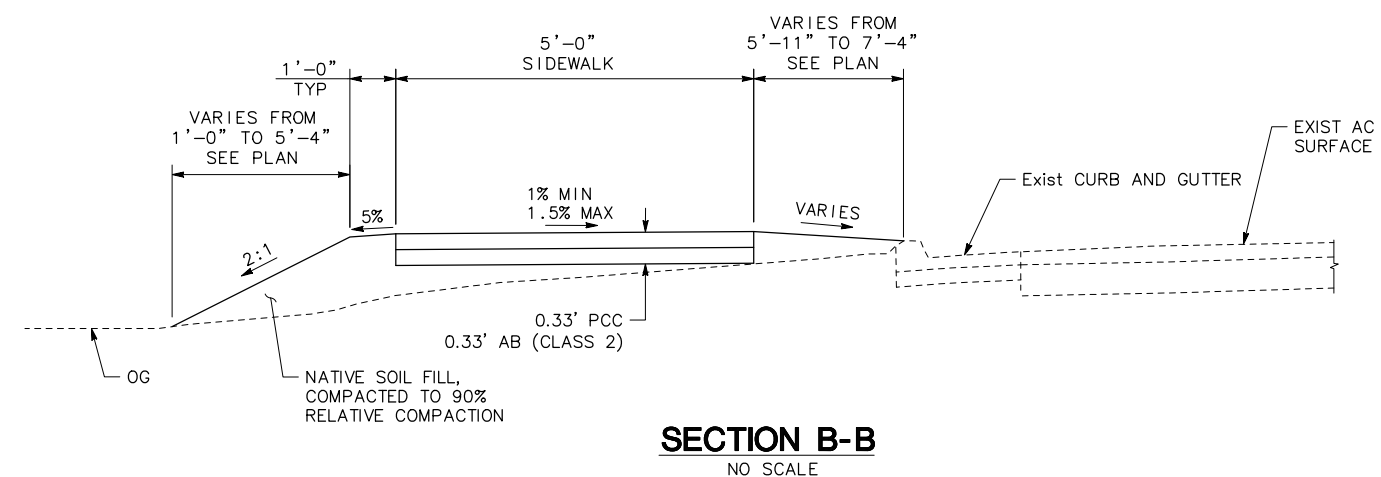
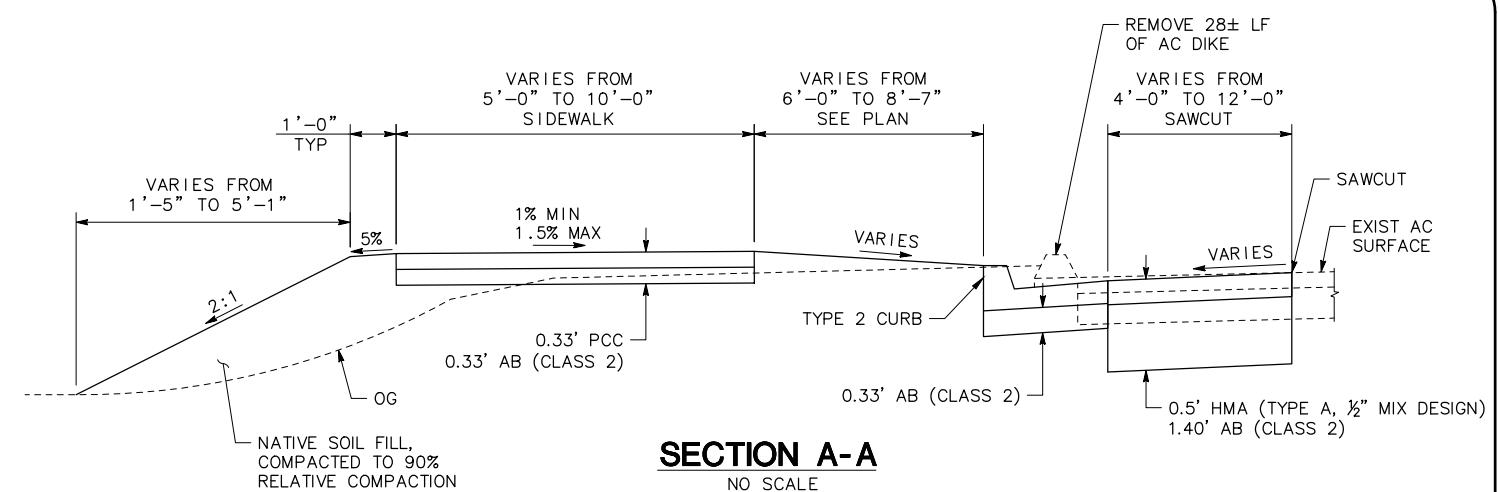
CALIFORNIA



- NOTES:**
1. SIDEWALK BARRICADES TO BE ERECTED AT EACH LOCATION WHERE SATISFACTORY PROVISION CAN NOT BE MADE FOR PEDESTRIANS TO CONTINUE BEYOND THE TERMINUS OF A SIDEWALK.
 2. ALL EXPOSED SURFACE TO BE PAINTED WITH TWO (2) COATS OF WHITE PAINT CONFORMING TO SECTION 91-3.02 OF STATE SPECIFICATIONS.
- * STATE OF CALIF. SPECIFICATION #58-1.02



SIDEWALK BARRICADE H-9
NO SCALE



CURB & GUTTER TRANSITION DETAIL
NO SCALE

100% SUBMITTAL - NOT FOR CONSTRUCTION

No.	DATE	DESCRIPTION	BY

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MARK THOMAS
UNDER THE SUPERVISION OF:
ZACHARY J. SIVIGLIA, P.E.

701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

No. 73128 exp. 12-31-24
R.C.E.

DRAWN BY: S. KALKOFFEN
DESIGNED BY: L. LIU
CHECKED BY: E. MUZYCHUK
SUBMITTED BY: LIHONG LIU RCE No. 80619



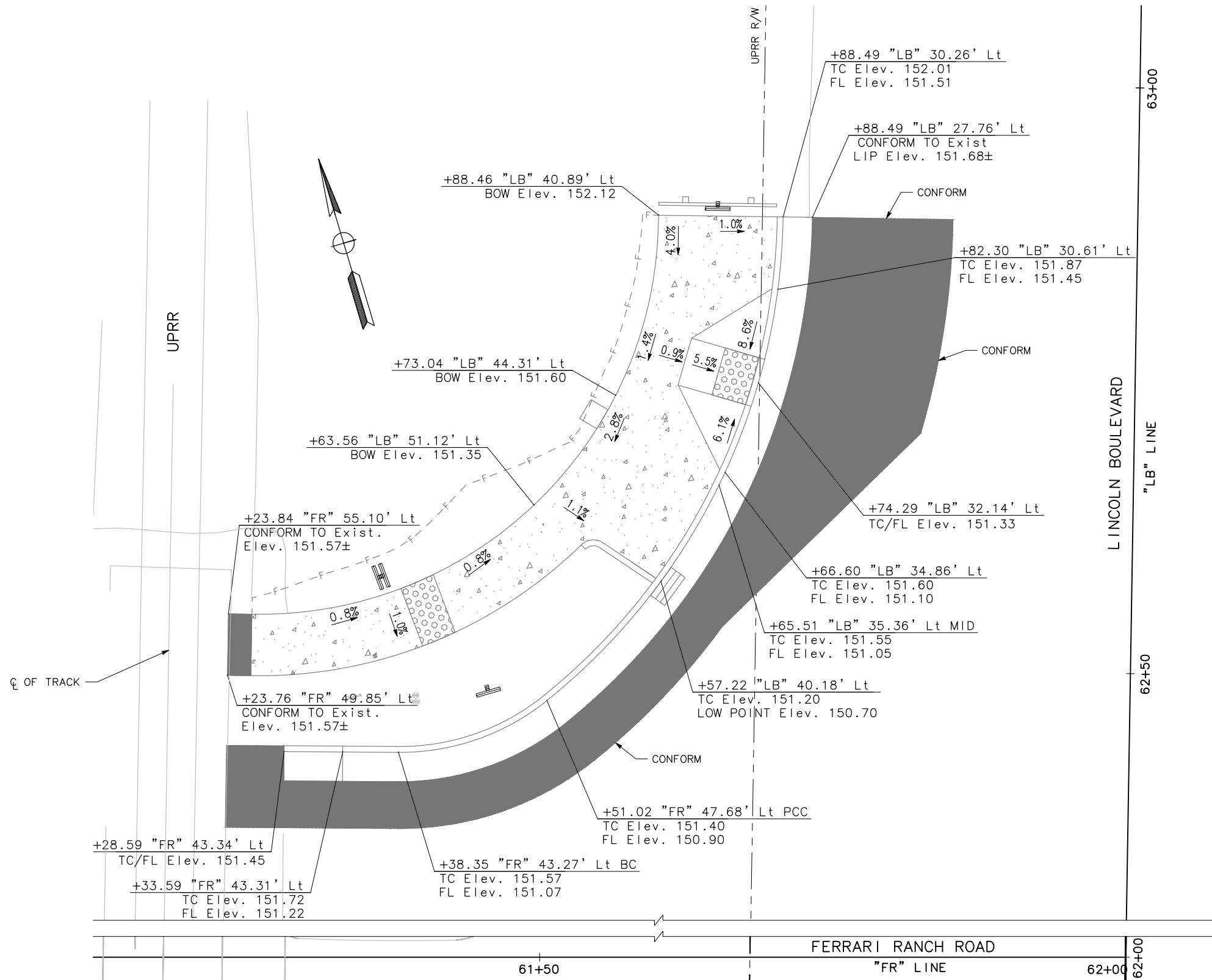
CITY OF LINCOLN

**UPRR PEDESTRIAN GRADE CROSSING AT
FERRARI RANCH ROAD
DETAILS**

CALIFORNIA

FILE NO. SA-18122
SHEET 7
OF 14

C-1



CURB RAMP - CASE A
SCALE: 1" = 5'

100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=5'

C-2

No. DATE DESCRIPTION BY		BENCHMARK INFORMATION: ELEV. 127.88 ORTHOMETRIC HEIGHTS SHOWN ARE BASED ON CITY OF LINCOLN CONTROL. BENCH MARK BM A 855, ELEVATION 127.877 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS, PAGE 105, WAS HELD. ORTHOMETRIC HEIGHTS SHOWN ARE NGVD 29.	 UNDER THE SUPERVISION OF: ZACHARY J. SIVIGLIA, P.E.	701 UNIVERSITY AVE, SUITE 200 SACRAMENTO, CALIFORNIA 95825 (916) 381-9100 No. 73128 exp. 12-31-24 R.C.E.	DRAWN BY: S. KALKOFFEN DESIGNED BY: L. LIU CHECKED BY: E. MUZYCHUK LIHONG LIU RCE No. 80619 SUBMITTED BY:		UPRR PEDESTRIAN GRADE CROSSING AT FERRARI RANCH ROAD DETAILS CITY OF LINCOLN	FILE NO. SA-18122 SHEET 8 OF 14
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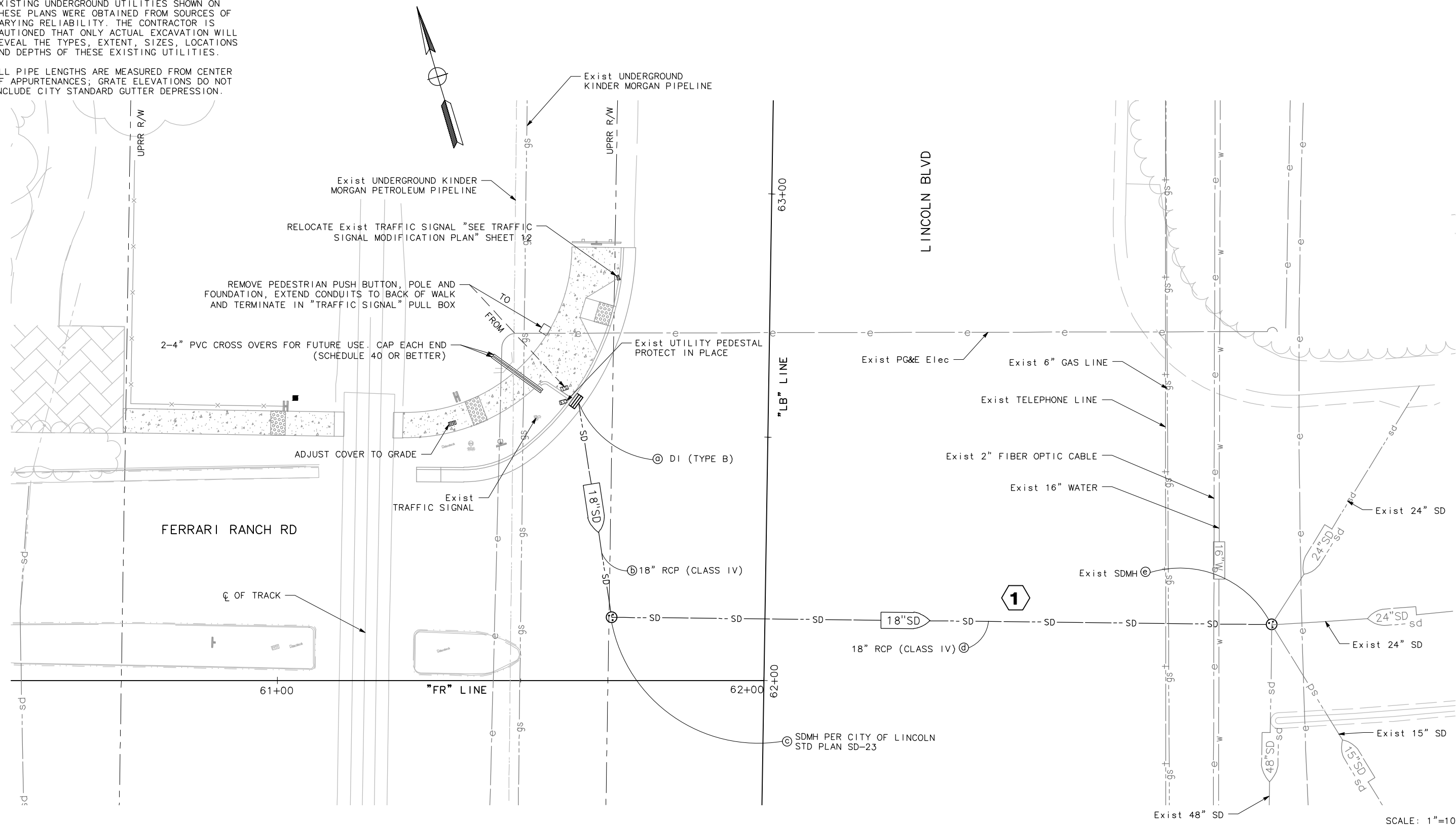
CALIFORNIA

UTILITY NOTES

1. OFFSETS TO ALL DRAIN INLETS ARE TO THE FLOWLINE AT FACE OF CURB.
2. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF THESE EXISTING UTILITIES.
3. ALL PIPE LENGTHS ARE MEASURED FROM CENTER OF APPURTENANCES; GRATE ELEVATIONS DO NOT INCLUDE CITY STANDARD GUTTER DEPRESSION.

NOTE

CONTACT UPRR MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN UPRR RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.



100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=10'

DU-1

No.	DATE	DESCRIPTION	BY

BENCHMARK INFORMATION: ELEV. 127.88
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 HEIGHTS SHOWN ARE NAVD 29.

MARK THOMAS

UNDER THE SUPERVISION OF:
 ZACHARY J. SIVIGLIA, P.E.

701 UNIVERSITY AVE, SUITE 200
 SACRAMENTO, CALIFORNIA 95825
 (916) 381-9100

No. 73128 exp. 12-31-24
 R.C.E.

DRAWN BY: S. KALKOFFEN

DESIGNED BY: L. LIU

CHECKED BY: E. MUZYCHUK

LIHONG LIU RCE No. 80619

SUBMITTED BY:



CITY OF LINCOLN

UPRR PEDESTRIAN GRADE CROSSING AT
 FERRARI RANCH ROAD
 DRAINAGE AND UTILITIES

FILE NO.
 SA-18122
 SHEET
 9
 OF
 14

CALIFORNIA

1. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF THESE EXISTING UTILITIES.
2. CONTRACTOR TO VERIFY EXISTING STORM DRAIN INVERT ELEVATIONS PRIOR TO START OF CONSTRUCTION.



SCALE= H:1"=10'
V:1"=10'

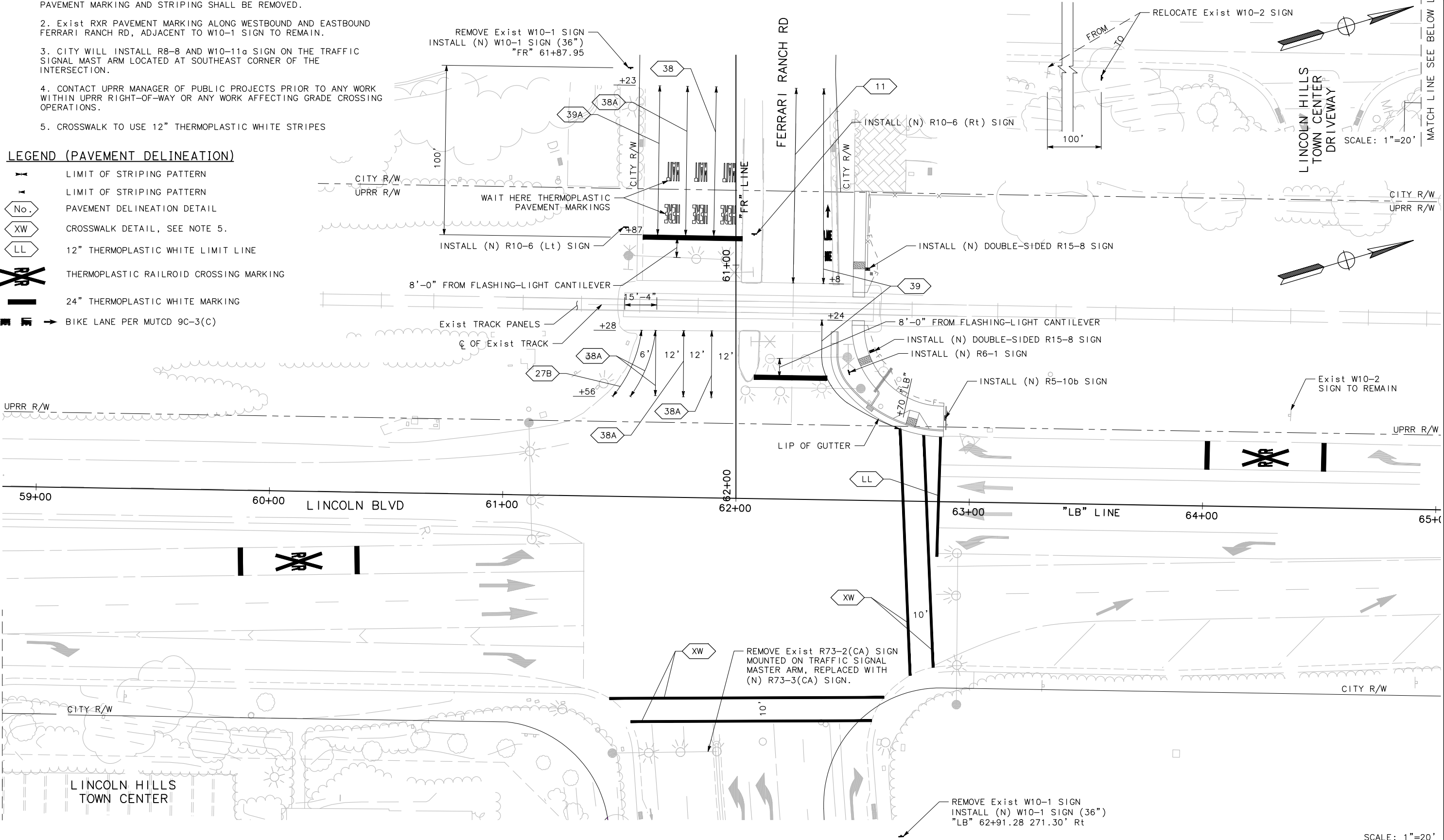
DP-1

[illegible]

- NOTE: 1. Exist PAVEMENT MARKING STRIPING THAT CONFLICT WITH NEW PAVEMENT MARKING AND STRIPING SHALL BE REMOVED.
2. Exist RXR PAVEMENT MARKING ALONG WESTBOUND AND EASTBOUND FERRARI RANCH RD, ADJACENT TO W10-1 SIGN TO REMAIN.
3. CITY WILL INSTALL R8-8 AND W10-11a SIGN ON THE TRAFFIC SIGNAL MAST ARM LOCATED AT SOUTHEAST CORNER OF THE INTERSECTION.
4. CONTACT UPRR MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN UPRR RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.
5. CROSSWALK TO USE 12" THERMOPLASTIC WHITE STRIPES

LEGEND (PAVEMENT DELINEATION)

- X— LIMIT OF STRIPING PATTERN
- X— LIMIT OF STRIPING PATTERN
- No. PAVEMENT DELINEATION DETAIL
- XW CROSSWALK DETAIL, SEE NOTE 5.
- LL 12" THERMOPLASTIC WHITE LIMIT LINE
- ~~RXR~~ THERMOPLASTIC RAILROAD CROSSING MARKING
- |— 24" THERMOPLASTIC WHITE MARKING
- BIKE LANE PER MUTCD 9C-3(C)



100% SUBMITTAL - NOT FOR CONSTRUCTION

SCALE: 1"=20'

SS-1

No.	DATE	DESCRIPTION	BY

BENCHMARK INFORMATION: ELEV. 127.88
ORTHOMETRIC HEIGHTS SHOWN ARE BASED ON CITY OF LINCOLN CONTROL. BENCH MARK BM A 855, ELEVATION 127.877 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS, PAGE 105, WAS HELD. ORTHOMETRIC HEIGHTS SHOWN ARE NGVD 29.

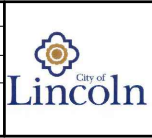
MARK THOMAS

UNDER THE SUPERVISION OF:
ZACHARY J. SIVIGLIA, P.E.

701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

No. 73128 exp. 12-31-24
R.C.E.

DRAWN BY: S. KALKOFFEN
DESIGNED BY: L. LIU
CHECKED BY: E. MUZYCHUK
LIHONG LIU RCE No. 80619
SUBMITTED BY:



UPRR PEDESTRIAN GRADE CROSSING AT
FERRARI RANCH ROAD
STRIPING AND SIGNING

CITY OF LINCOLN

CALIFORNIA

FILE NO. SA-18122
SHEET 11
OF 14



STAFF REPORT

Item Number 13.K

SUBJECT: Adopt a Resolution Awarding Construction Contract for Capital Improvement Project (CIP) 704 - Fire Station 35 Driveway to V2 Grading and Paving, Inc. (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract for construction with V2 Grading and Paving, Inc. in the amount of \$106,169 for the Fire Station 35 Driveway Project and authorizing the City Engineer to approve change orders not to exceed \$15,925.

The project is funded by \$150,000 from Fund 1000 as part of CIP 704 – Fire Station 35 Driveway Project in FY 2025/26 Capital Improvement Budget.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2025/26 includes CIP 704 – Fire Station 35 Driveway

The Fire Station 35 Driveway will construct a driveway from the front of the station to the rear entrance of the building as well as several new parking spots for employee vehicles.

The invitation for bids was published in the Lincoln News Messenger and posted on Planet Bids and the City website on June 1, 2026.

FINDINGS/ANALYSIS:

Bids were received by the City Clerk at 2:00 PM on June 25, 2026. Responsive bid proposals were received from seven contractors and are included in Attachment B.

On June 25, 2026, the following bids were received:

Contractor	Base Bid Amount
V2 Grading and Paving, Inc.	\$92,880
BRCO Constructors, Inc.	\$110,450
A-1 Advantage Asphalt, LLC	\$122,885
Pacific River Construction, Inc.	\$172,600
RioCon, LLC	\$106,130
Central Valley Engineering & Asphalt, Inc.	\$161,269
Imperial Construction & Engineering, Inc.	\$99,350
JC Grading Paving Solution, Inc.	\$167,100.42

Staff has reviewed the bids and recommends the City award a construction contract (Attachment B) to the lowest responsive and responsible bidder, V2 Grading and Paving, Inc. in the amount of \$92,880 for the Base Bid and \$13,289 for Alt 1.

The work will commence upon award. The project is currently programmed with the following milestone schedule:

- Award Contract for Construction: July 14, 2026
- Issue Notice to Proceed: July 2026
- Begin Construction: August 2026
- End Construction: September 2026

City Staff will provide construction management and inspection. Blackburn Consulting will provide materials sampling, testing and inspection services under the on-call professional services contract authorization.

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under section 15311(b) – Accessory Structures and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines. This project will not lead to an increase in use of the existing fire station.

FISCAL IMPACT:

The project is funded in Fiscal Year 2025/26 through CIP 704 – Fire Station 35 Driveway.

Budgeted

CIP 704 – Fire Station 35 Driveway

Fund 1000 – General Fund	\$150,000
--------------------------	-----------

Total Budgeted	\$150,000
-----------------------	------------------

Estimated Project Costs

Materials Testing (Blackburn Consulting)	\$ 8,842
--	----------

Construction Contract (V2 Grading and Paving)	\$106,169
---	-----------

<u>Construction Contingency (15%)</u>	<u>\$ 15,925</u>
---------------------------------------	------------------

Total Estimated Costs	\$130,936
------------------------------	------------------

ATTACHMENTS:

[Attachment C FS 35 Driveway Award.DOC4.Bids.2026July14.jgroeser.pdf](#)

[Attachment_A_FS_35_Driveway_Award.DOC2.Reso.2026July14.jgroeser.doc](#)

**III. BID PROPOSAL,
DESIGNATION OF
SUBCONTRACTORS FORM,
BIDDER'S BOND &
NON-COLLUSION AFFIDAVIT**

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$8,700.00	\$8,700.00
2	Hot Mix Asphalt Pavement	120	TON	\$200.00	\$24,000.00
3	Class II Aggregate Base	115	CY	\$191.00	\$21,965.00
4	Relocate Hydrant & Valve	1	EA	\$2,500.00	\$2,500.00
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	\$90.00	\$2,700.00
6	Flush Curb	385	LF	\$39.00	\$15,015.00
7	Earthwork & Grading	1	LS	\$18,000.00	\$18,000.00

Base Bid Total:

\$92,880.00

Ninety-Two Thousand Eight Hundred Eighty Dollars and 00/100

TOTAL COST IN WORDS

V2 Grading and Paving Inc.

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	\$200.00	\$3,400.00
2	Class II Aggregate Base	15	CY	\$191.00	\$2,865.00
3	Striping	1	LS	\$1,000.00	\$1,000.00
4	Flush Curb	16	LF	\$39.00	\$624.00
5	Wheel Stops	3	EA	\$800.00	\$2,400.00
6	Earthwork & Grading	1	LS	\$3,000.00	\$3,000.00

Alternative #1 Total:**\$13,289.00**

Thirteen Thousand Two Hundred Eighty-Nine Dollars and 00/100

TOTAL COST IN WORDS

V2 Grading and Paving Inc.

CONTRACTOR

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

V2 GRADING AND PAVING INC

420 N. ANTEROS AVE

STOCKTON, CA 95215

(209) 981-8730

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) James Vanotti - 420 N Anteros Ave. Stockton, CA 95215 - President, Secretary,
- b) James Vanotti (cont.) - Treasurer and Manager
- c) N/A
- d) N/A

e) N/A

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 1147907

Type of License: C-12

Expiration Date: 12/31/27

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: V2 GRADING AND PAVING INC

Relationship to Bidder: Bidder - Corporation

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 6/24/26

Signature of Bidder: 

V2 GRADING AND PAVING INC CONTRACTOR

420 N. Anteros Ave

Street Address

Stockton, CA 95215

City, State and Zip

(209) 981-8730

Telephone (Include Area Code)

Sign here:



By: James Vanotti, President

Type Name

-AND-

Sign here:



By: James Vanotti, Secretary

Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.



BA20251607372



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251607372

Date Filed: 8/6/2025

Entity Details

Corporation Name

V2 Grading and Paving Inc.

Entity No.

B20250238049

Formed In

CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address

420 N ANTEROS AVE
STOCKTON, CA 95215

Mailing Address of Corporation

Mailing Address

420 N ANTEROS AVE
STOCKTON, CA 95215

Attention

Street Address of California Office of Corporation

Street Address of California Office

420 N ANTEROS AVE
STOCKTON, CA 95215

Officers

Officer Name	Officer Address	Position(s)
☒ James Vanotti	420 N ANTEROS AVE STOCKTON, CA 95215	Chief Executive Officer, Secretary, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
☒ James Vanotti	420 N ANTEROS AVE STOCKTON, CA 95215

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

California Registered Corporate Agent (1505)

UNITED STATES CORPORATION AGENTS, INC.
Registered Corporate 1505 Agent

Type of Business

Type of Business

grading & paving

Email Notifications

Opt-in Email Notifications

No, I do NOT want to receive entity notifications via email. I
prefer notifications by USPS mail.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

B3914-5514 08/06/2025 11:43 AM Received by California Secretary of State

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

James Vanotti

08/06/2025

Signature

Date

EXHIBIT B
FORM OF SHARE CERTIFICATE



California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

V2 Grading and Paving Inc.
420 N ANTEROS AVE
STOCKTON, CA 95215

Business Amendment Filing Approved

August 6, 2025

Entity Name: V2 Grading and Paving Inc.
Entity Type: Stock Corporation - CA - General
Entity No.: B20250238049
Document Type: Statement of Information
Document No.: BA20251607372
File Date: 08/06/2025

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to bizfileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

What's Next?

The most up to date records may be obtained by searching for the Entity Name or Entity Number in the Search module at bizfileOnline.sos.ca.gov.

For further assistance, contact us at (916) 657-5448 or visit bizfileOnline.sos.ca.gov.



Thank you for using [bizfile California](http://bizfileOnline.sos.ca.gov), the California Secretary of State's business portal for online filings, searches, business records, and additional resources.

CERTIFICATE OF SECRETARY OF

V2 Grading and Paving Inc.

The undersigned, James Vanotti, as Secretary of V2 Grading and Paving Inc., a California corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the Board of Directors of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of
June 2026


James Vanotti
Secretary

V2 GRADING AND PAVING INC

CERTIFICATE OF CORPORATE EXISTENCE AND AUTHORITY

The undersigned certifies on behalf of V2 GRADING AND PAVING INC as follows:

1. V2 GRADING AND PAVING INC is a California corporation duly organized and existing under the laws of the State of California. A current California Secretary of State Certificate of Status is attached.
2. James Vanotti currently serves as President, Secretary, Treasurer, and Manager of the corporation.
3. James Vanotti is authorized to prepare, execute, sign, submit, and deliver bids, proposals, affidavits, bonds, contracts, certifications, and all related documents on behalf of V2 GRADING AND PAVING INC.
4. This authority includes all documents associated with the City of Lincoln project identified as CIP 704 - Fire Station 35 Driveway.
5. All actions previously taken by James Vanotti in connection with this bid are approved and ratified by the corporation.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 06/25/2026 At: Stockton, California


James Vanotti
President and Secretary
V2 GRADING AND PAVING INC

Attachment: California Secretary of State Certificate of Status

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 NONE — ALL CONSTRUCTION WORK SELF-PERFORMED BY PRIME CONTRACTOR					
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: V2 GRADING AND PAVING INC

Signature: 

Date: 6/24/26

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, V2 Grading and Paving Inc, as Principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Bid Amount DOLLARS (\$ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25th, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

CIP 704 - Fire Station 35 Driveway

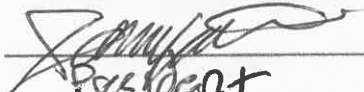
NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 25th day of
June, 2025.²⁶

V2 Grading and Paving Inc (SEAL)

 (SEAL)
President (SEAL)

PRINCIPAL

Merchants Bonding Company (Mutual) (SEAL)

 (SEAL)

Peter C Gibbs Attorney-in-Fact (SEAL)

SURETY



6700 Westown Parkway

West Des Moines, IA 50266

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

**MARYLAND NOTARY ACKNOWLEDGEMENT
(ATTORNEY IN FACT)**

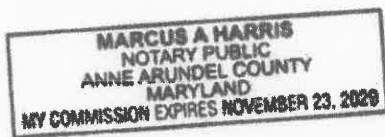
State of Maryland

County of Anne Arundel County (or City of Baltimore), to wit:

On this 25th day of June, 2026, before me, the undersigned officer, personally appeared Peter C. Gibbs [name of person(s) who make acknowledgement], known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed as attorney(s) in fact for Merchants Bonding Company (Mutual) [name of person(s) for whom the attorney is appearing], and acknowledged that he/she/they executed the same as the act of his/her/their principal for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Notary Seal]



Marcus A. Harris
[Signature of Notary Public]
Marcus A. Harris

[Printed Name of Notary Public]
Notary Public

My Commission Expires: 11-23-2029

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 537908

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter C Gibbs

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2026.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

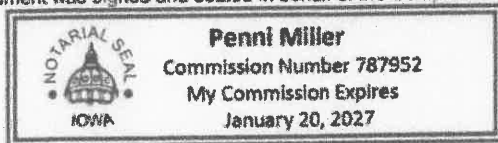
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of June, 2026.



Elisabeth Sandersfeld

Secretary

POA 0018 (5/25)



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____

Larry Taylor

Larry Taylor, President

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF San Joaquin)

In accordance with Public Contract Code section 7106, (Name) JAMES VANOTTI, being first duly sworn, deposes and says that he/she is (Title) PRESIDENT of (Company) V2 GRADING AND PAVING INC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

V2 GRADING AND PAVING INC

Name of Firm



Signature

6/24/26

Date

Signature

Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 24 day of June of 2025.

NOTARY PUBLIC R. Thornton

END OF DOCUMENT

See Attached

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

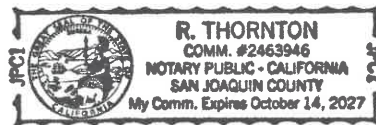
State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 24 day of June,
2026 by James Vanotti

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

R. Thornton
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Aff.
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	V2 GRADING AND PAVING INC	STOCKTON, CA	2000018220
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
NONE — NO SUBCONTRACTORS WILL BE USED			

(Attach additional sheets if necessary.)

By:


 Bidders Signature

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	11,000.00	11,000.00
2	Hot Mix Asphalt Pavement	120	TON	208.00	24,960.00
3	Class II Aggregate Base	115	CY	220.00	25,300.00
4	Relocate Hydrant & Valve	1	EA	7,500.00	7,500.00
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	55.00	1,650.00
6	Flush Curb	385	LF	65.00	25,025.00
7	Earthwork & Grading	1	LS	27,450.00	27,450.00

Base Bid Total:

\$ 122,885.00

One Hundred Twenty-Two Thousand Eight Hundred Eighty-Five dollars
TOTAL COST IN WORDS

A-1 Advantage Asphalt, LLC
CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	208.00	3,536.00
2	Class II Aggregate Base	15	CY	220.00	3,300.00
3	Striping	1	LS	250.00	250.00
4	Flush Curb	16	LF	65.00	1,040.00
5	Wheel Stops	3	EA	175.00	525.00
6	Earthwork & Grading	1	LS	2,500.00	2,500.00

Alternative #1 Total:\$ 11,151.00

Eleven Thousand One Hundred Fifty One Dollars
TOTAL COST IN WORDS

A-I Advantage Asphalt, LLC
CONTRACTOR

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

A-1 Advantage Asphalt, LLC

10308 Placer Ln.

Sacramento, CA. 95827

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) _____
- b) _____
- c) _____
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 762538

Type of License: A - General Engineering

Expiration Date: 12/31/2026

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: A-1 Advantage Asphalt, LLC

Relationship to Bidder: _____

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 6/25/2026

Signature of Bidder:

A-1 Advantage Asphalt, LLC CONTRACTOR

10308 Placer Ln.

Street Address

Sacramento, CA. 95827

Sign here:

City, State and Zip

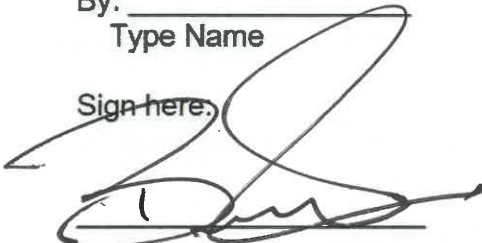
(916) 388-2020

Telephone (Include Area Code)

By: Bert DiMauro

Type Name

Sign here:



-AND-

By: Bert DiMauro

Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

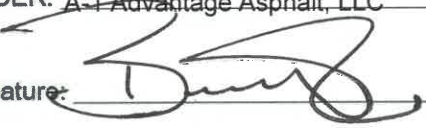
Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Hydrant relocation	5%	Glissman Excavating	PO Box 210 Loomis CA.	642027	1000003408
2 WPCP	1%	Tully Consulting Group	1650 N Lincoln St. Ste A Dixon, CA.	C64354	1000024960
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: A-1 Advantage Asphalt, LLC

Signature: 

Date: 6/25/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, A-1 Advantage Asphalt LLC, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of Bid Amount DOLLARS (\$10% of Bid Amount). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2025,⁶ has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

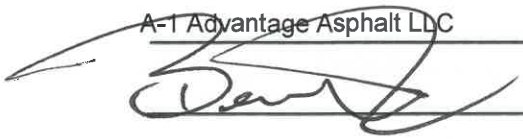
Fire Station 35 Driveway, CIP 704, Lincoln, CA

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 25 day of
June, 2025.⁶

A-1 Advantage Asphalt LLC (SEAL)
 (SEAL)
____ (SEAL)

PRINCIPAL

Fidelity and Deposit Company of
Maryland _____ (SEAL)

 (SEAL)
Tamara A. Ringeisen
ATTORNEY-IN-FACT _____ (SEAL)



SURETY

1420 5th Avenue, Suite 1850

Seattle, WA 98101

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael S. MANSFIELD, Lois F. WEATHERS, Donald Percell SHANKLIN Jr, Tamara A. RINGEISEN, Kari Michelle MOTLEY, Travis J. ROBLES** of Portland, Oregon, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of July, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**



On this 16th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of June, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon

County of Jackson)

On June 25 2026 before me, Lois Weathers, Notary Public
(insert name and title of the officer)

personally appeared Tamara A. Ringeisen as Attorney-In-Fact, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Lois Weathers / My Commission Expires 6.26.2028

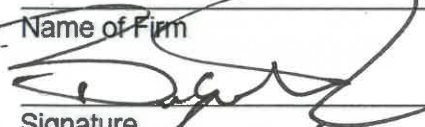


NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Sacramento)

In accordance with Public Contract Code section 7106, (Name) Bert DiMauro, being first duly sworn, deposes and says that he/she is (Title) President of (Company) A-1 Advantage Asphalt, LLC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

A-1 Advantage Asphalt, LLC
Name of Firm

Signature
Date 6/25/26

Signature
Date 06/25/26

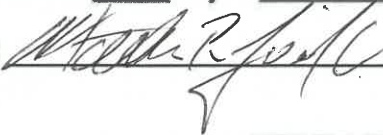
NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 25th day of JUNE of 2026.

NOTARY PUBLIC



END OF DOCUMENT



PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

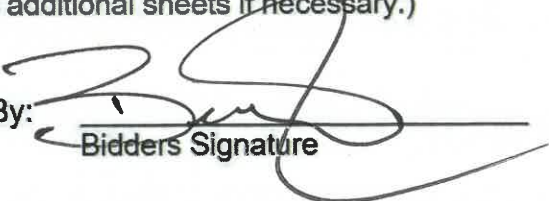
In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	A-1 Advantage Asphalt, LLC	10308 Placer Ln. Sacramento, CA. 95827	1001005246
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Hydrant Work	Glissman Excavating Inc.	PO Box 210 Loomis CA.	1000003408
WPCP	Tully Consulting Group	1650 N Lincoln St. Ste A Dixon, CA.	1000024960

(Attach additional sheets if necessary.)

By:


Bidders Signature

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1 (6/5), agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$10,000	\$10,000
2	Hot Mix Asphalt Pavement	120	TON	\$210	\$25,200
3	Class II Aggregate Base	115	CY	\$200	\$23,000
4	Relocate Hydrant & Valve	1	EA	\$8,500	\$8,500
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	\$150	\$4,500
6	Flush Curb	385	LF	\$50	\$19,250
7	Earthwork & Grading	1	LS	\$20,000	\$20,000

Base Bid Total: \$ 110,450

One Hundred Ten Thousand Four Hundred Fifty Dollars

TOTAL COST IN WORDS

BRCO Constructors, Inc.

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	\$210	\$3,570
2	Class II Aggregate Base	15	CY	\$250	\$3,750
3	Striping	1	LS	\$1,300	\$1,300
4	Flush Curb	16	LF	\$50	\$800
5	Wheel Stops	3	EA	\$135	\$405
6	Earthwork & Grading	1	LS	\$10,000	\$10,000

Alternative #1 Total:\$ 19,825Nineteen Thousand Eight Hundred Twenty-Five Dollars**TOTAL COST IN WORDS**BRCO Constructors Inc.**CONTRACTOR**

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

3650 Cincinnati Avenue

Rocklin, CA 95765

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) BRCO Constructors, Inc.
- b) Brian Roth - President & Treasurer
- c) Matt Roth - Vice President & Secretary
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 511602

Type of License: A & B & C-12

Expiration Date: 6/30/27

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Matt Roth & Brian Roth

Relationship to Bidder: Owners

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 6/25/26

Signature of Bidder:

BRCO Constructors, Inc. CONTRACTOR

3650 Cincinnati Avenue
Street Address

Sign here:



Rocklin, CA 95765
City, State and Zip

916-253-9373
Telephone (Include Area Code)

By: Matt Roth
Type Name

-AND-

Sign here:



By: Brian Roth
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Concrete	14%	West Coast Concrete	Penryn, CA	677388	1000778951
2 Striping	1.2%	J&S Asphalt	Rocklin, CA	748240	1000006881
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: BRCO Constructors, Inc.

Signature: 

Date: 6/25/26

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BRCO Constructors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Bid Amount DOLLARS (\$ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25th, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Fire Station 35 Driveway
Lincoln, CA

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 16th day of
June, 2026.

BRCO Constructors, Inc. (SEAL)

 (SEAL)

Matt Roth, Vice President (SEAL)

PRINCIPAL

Travelers Casualty and Surety
Company of America (SEAL)

 (SEAL)

Stanley J. Matranga,
Attorney-In-Fact (SEAL)

SURETY

11090 White Rock Road #100

Rancho Cordova, CA 95670
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

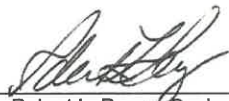
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STANLEY J MATRANGA** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **June**, **2026**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

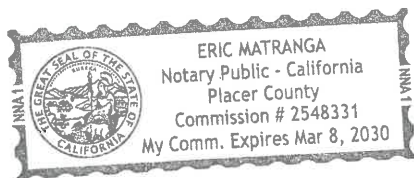
State of California)
County of Placer)

On June 16, 2026 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, (Name) Matt Roth, being first duly sworn, deposes and says that he/she is (Title) Vice President of (Company) BRCO Constructors, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

BRCO Constructors, Inc.
Name of Firm

 Signature	<u>6/25/26</u> Date
 Signature	<u>6/25/26</u> Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of ATTACHED of 2025.

NOTARY PUBLIC _____

END OF DOCUMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this 25th
day of June, 2026, by Matt Roth and Brian Roth

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by a cursive 'R' and a small flourish at the end.

PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	BRCO Constructors, Inc.	Rocklin, CA	1000000205
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
CONCRETE	WEST COAST CONCRETE	PENNYN, CA	1000778951
STRIPING	JTS ASPHALT	ROCKLIN, CA	1000000881

(Attach additional sheets if necessary.)

By: 
 Bidders Signature



MINUTES OF A MEETING OF THE BOARD OF DIRECTORS

Meeting Date: January 09, 2025

Meeting Time: 3:30 PM

A meeting of the Board of Directors for BRCO Constructors, Inc., a corporation, organized under the laws of the State of California, was held at the principal office of the Corporation in the City and State of Rocklin, California.

The following Directors, constituting a quorum, were present:

Matthew Roth, Vice-President/Secretary 

Brian Roth, CEO/President 

Brian Roth, Chairman of the Board, called the meeting to order and Matthew Roth, Secretary of the Board, kept the minutes thereof.

The Chairman stated that the meeting had been called for the purpose of considering:

Authorize only current officers and current Board of Directors, no other persons previously authorized, rights to sign and bind BRCO Constructors, Inc. to proposals/bids, bid bonds, contracts and change orders.

RESOLVED,

Making Brian Scott Roth as President/Treasury

Making Matthew Sean Roth as Vice President/Secretary

Authorize all current officers and current Board of Directors, no other persons previously authorized, rights to sign and bind BRCO Constructors, Inc. to proposals/bids, bid bonds, contracts and change orders.

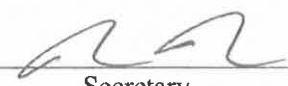
There being no further business to come before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

CERTIFICATION

The undersigned hereby certifies that Matthew Roth is duly elected and qualified Secretary of BRCO Constructors, Inc., and that the above is a true and correct copy of the minutes of the meeting of the Board of Directors held at the principal office of the Corporation in the City and State of Rocklin, California.

1/9/2025

Date


Secretary

California Environmental Protection Agency
Air Resources Board

January 1, 2026

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

BRCO CONSTRUCTORS, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2758

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$14,794	\$14,794
2	Hot Mix Asphalt Pavement	120	TON	295	35,400
3	Class II Aggregate Base	115	CY	184	21,160
4	Relocate Hydrant & Valve	1	EA	19,800	19,800
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	25	750
6	Flush Curb	385	LF	69	26,565
7	Earthwork & Grading	1	LS	42,800	42,800

Base Bid Total:

\$ 161,269

One hundred sixty-one thousand two hundred sixty-nine dollars

TOTAL COST IN WORDS

Central Valley Engineering & Asphalt, Inc.

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	\$295	\$5,015
2	Class II Aggregate Base	15	CY	185	2,775
3	Striping	1	LS	2,230	2,230
4	Flush Curb	16	LF	69	1,104
5	Wheel Stops	3	EA	150	450
6	Earthwork & Grading	1	LS	6,500	6,500

Alternative #1 Total:**\$ 18,074**Eighteen thousand seventy-four dollars**TOTAL COST IN WORDS**Central Valley Engineering & Asphalt, Inc.**CONTRACTOR**

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

216 Kenroy Lane Roseville, CA 95678

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) Central Valley Engineering & Asphalt, Inc.
- b) Warren Holt, President
- c) Bob Leppek, Vice President
- d) James Wagner, CFO/ Secretary



General Engineering Contractor

CA Lic. No. 773404 • NV Lic. No. 0068786

July 17, 2024

To Whom It May Concern:

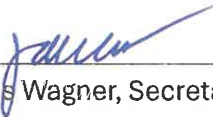
This certificate attests to the existence of this corporation, Central Valley Engineering & Asphalt, Inc., which was formed under the laws of the State of California in February 2000.

The officers of this corporation, listed below, have been granted authority by their board of directors to sign contracts and other documents on behalf of the corporation with the intent of legally binding the corporation.

Warren Holt – President & Treasurer

Robert Leppek - Vice President

James Wagner – Secretary and Chief Financial Officer



James Wagner, Secretary

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 773404

Type of License: A

Expiration Date: 3/31/2028

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: N/A

Relationship to Bidder: N/A

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 6/25/2026

Signature of Bidder:

Central Valley Engineering
& Asphalt, Inc.

CONTRACTOR

216 Kenroy Lane

Street Address

Roseville, CA 95678

City, State and Zip

916-791-1609

Telephone (Include Area Code)

Sign here:



By: James Wagner, CFO/ Secretary

Type Name

-AND-

Sign here:



By: Warren Holt, President

Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

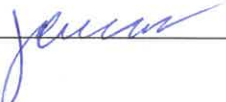
Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Striping, Wheelstops	2%	Sierra Traffic Markings	Roseville, CA	755317	1000002783
2 Grading	22%	McClernon General Engineering	Rancho Cordova	274333	1000003393
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Central Valley Engineering & Asphalt, Inc.

Signature: 

Date: 6/25/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, (Name) James Wagner, being first duly sworn, deposes and says that he/she is (Title) CFO/ Secretary of (Company) Central Valley Engineering & Asphalt, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Central Valley Engineering & Asphalt, Inc.
Name of Firm

	James Wagner, CFO/ Secretary	6/25/26
Signature		Date
	Warren Holt, President	6/25/26
Signature		Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of _____ of 2025.

NOTARY PUBLIC See attached acknowledgement

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On June 25, 2026 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

personally appeared James Wagner and Warren Holt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

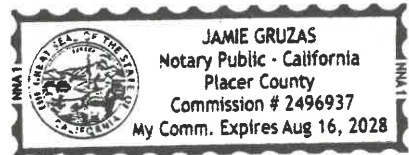
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jamie Gruzas

(Seal)



PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Central Valley Engineering & Asphalt, Inc.	Roseville, CA	1000001249
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Striping & Wheelstops	Sierra Traffic Markings	Roseville, CA	1000002783
Grading	McClernon General Eng.	Rancho Cordova, CA	1000003393

(Attach additional sheets if necessary.)

By:


 Bidders Signature

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Central Valley Engineering & Asphalt, Inc., as Principal, and Everest National Insurance Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of *****Ten Percent of Total Amount Bid ***** DOLLARS (\$ 10% of Total Amount Bid). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2028, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

CIP 704 - Fire Station 35 Driveway

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 22nd day of
June, 2023.

Central Valley Engineering & Asphalt, Inc. (SEAL)

 (SEAL)

PRINCIPAL

Everest National Insurance Company (SEAL)

 (SEAL)

Kathleen Le, Attorney-In-Fact (SEAL)

SURETY

100 Everest Way, Warren Corporate Center

Warren, NJ 07059

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

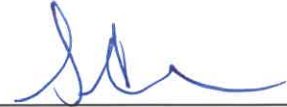
County of Sacramento)

On June 22, 2026 before me, S. Smith, Notary Public
(insert name and title of the officer)

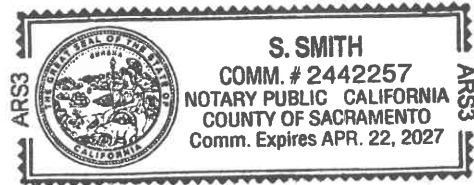
personally appeared Kathleen Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

*Elizabeth Collodi, John Hopkins, John Weber, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp,
Jason March, Matthew Foster, Tony Clark, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna,
Breanna Boatright, Kathleen Le, Sharon Smith, Cassandra Medina, R. Kailany*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd of March 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 26, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 22nd day of June 2026.



By: Sylvia Semerdjian, Assistant Secretary

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$ 3.500	\$ 3.500
2	Hot Mix Asphalt Pavement	120	TON	\$ 400	\$ 48.000
3	Class II Aggregate Base	115	CY	\$ 120	\$13.800
4	Relocate Hydrant & Valve	1	EA	\$ 8.000	\$ 8.000
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	\$ 60	\$ 1.800
6	Flush Curb	385	LF	\$ 50	\$ 19.250
7	Earthwork & Grading	1	LS	\$ 5.000	\$ 5.000

Base Bid Total: \$ 99.350

Ninety-nine thousand three hundred fifty dollars

TOTAL COST IN WORDS

Imperial Construction & Engineering, Inc

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	\$ 400	\$ 6.800
2	Class II Aggregate Base	15	CY	\$ 140	\$ 2.100
3	Striping	1	LS	\$ 3.500	\$ 3.500
4	Flush Curb	16	LF	\$ 50	\$ 800
5	Wheel Stops	3	EA	\$ 120	\$ 360
6	Earthwork & Grading	1	LS	\$ 2.500	\$ 2.500

Alternative #1 Total: \$ 16.060

Sixteen thousand sixty dollars

TOTAL COST IN WORDS

Imperial Construction & Engineering, Inc

CONTRACTOR

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

Imperial Construction & Engineering, Inc

8203 Sierra College Blvd

Roseville CA 95661

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) Anatolie C Seremet President/CEO
- b) Svetlana A Seremet CFO/ Secretary
- c) _____
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 1130809

Type of License: A; C-8

Expiration Date: 12/31/2026

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Anatolie C Seremet

Relationship to Bidder: Self

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 06/24/2026

Signature of Bidder:

Imperial Construction &
Engineering, Inc

CONTRACTOR

8203 Sierra College Blvd

Street Address

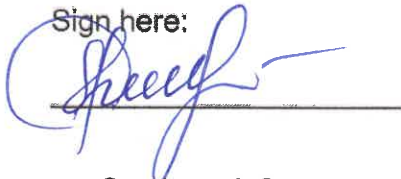
Roseville CA 95661

City, State and Zip

+1 916 798 7883

Telephone (Include Area Code)

Sign here:



By: Svetlana A Seremet

Type Name

-AND-

Sign here:



By: Anatolie C Seremet

Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 N/A					
2					
3					
4					

5					
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7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Imperial Construction & Engineering, Inc

Signature: 

Date: 06/24/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Imperial Construction & Engineering, Inc., as Principal, and Westfield National Insurance Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid DOLLARS (\$ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2025, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Fire Station 35 Driveway C.I.P. 704 Addendum No. 1

_____.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 22nd day of
June, 2026

Imperial Construction & Engineering, Inc.
[Signature] (SEAL)

____ (SEAL)

____ (SEAL)

PRINCIPAL

Westfield National Insurance Company
____ (SEAL)

[Signature] (SEAL)

Joseph A. Clarken III, Attorney-In-Fact (SEAL)

SURETY

One Park Circle, P.O. Box 5001

Westfield Center, OH 44251

Address

See
Attached
Notarial
Certificate



NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer }

On 10/04/2006 before me, KORRI ANN O'BRIEN Notary Public
(Here insert name and title of the officer)

personally appeared SVELANA SEREMET,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Korri Ann O'Brien
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF MARICOPA)

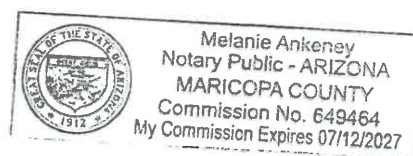
On 6/22/2026, before me, Melanie Ankeney, Notary Public, personally appeared Joseph A. Clarken, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melanie Ankeney

Name: Melanie Ankeney



General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0220522 03

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, JENNIFER CASTILLO, MELANIE ANKENY, PATRICK R. HEDGES, GEORGE L. FRIEH, JOINTLY OR SEVERALLY

of PHOENIX and State of AZ its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

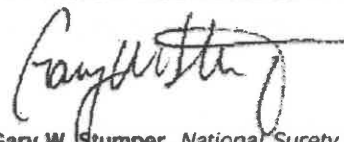
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of June A.D. 2026




Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF _____)

In accordance with Public Contract Code section 7106, (Name) Svetlana Seremet, being first duly sworn, deposes and says that he/she is (Title) CFO / Secretary of (Company) Imperial Construction & Engineering, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Imperial Construction & Engineering, Inc

Name of Firm

[Signature]

Signature

06/24/26

Date

See
Attached
Notarial
Certificate

Signature

Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 24th day of June of 2025-26

NOTARY PUBLIC _____

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER)

On 06/24/2024 before me, KORRI ANN O'BRIEN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Svetlana SERMET,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Korri Ann O'Brien (Seal)



* Non-Collusion Affidavit

PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

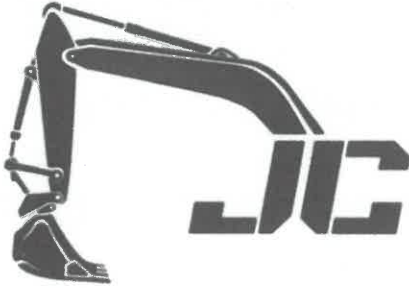
- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Imperial Construction & Engineering, Inc	8203 Sierra College Blvd Roseville Ca 95661	2000009538
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER

(Attach additional sheets if necessary.)

By:


 Bidders Signature



JC Grading Paving Solution, Inc.

CA License 1118177

307 Orchard City Drive, STE 116

Campbell, CA 95008

projects@jcgradingpavingsolution.com

(408)656-8639

BID SUBMISSION

City of Lincoln - CIP 704 - Fire Station 35 Driveway

Bid Submission Deadline: 06/25/2026 @ 2:00 PM

Attention

Engineering Department

Jacob Groeser

Table of Contents:

Page 1	Bid Proposal (III-1)
Page 2	Schedule of Bid Prices (III-2)
Page 3	Alternative #1 Items (III-3)
Page 4	Bid Documents (III-4 – III-6)
Page 8	Designation of Subcontractors (III-8)
Page 10	Non-Collusion Affidavit (III-12)
Page 11	Public Works Contractor Registration (III-13)
Page 12	Agreement for the Construction of the Fire Station 35 Driveway (V-1), Intentionally Blank
Page 15	Corporate Certificate (V-4)
Page 16	Bidder's Bond (Bond Number 73819101)
Page 22	Certificate of Insurance

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) one, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$4,155.00	\$4,155.00
2	Hot Mix Asphalt Pavement	120	TON	\$316.93	\$38,031.62
3	Class II Aggregate Base	115	CY	\$239.66	\$27,561.16
4	Relocate Hydrant & Valve	1	EA	\$16,434.00	\$16,434.00
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	\$264.37	\$7,931.00
6	Flush Curb	385	LF	\$91.57	\$35,255.00
7	Earthwork & Grading	1	LS	\$37,732.64	\$37,732.64

Base Bid Total:

\$ 167,100.42

One Hundred Sixty Seven Thousand One Hundred Dollars and Forty Two Cents

TOTAL COST IN WORDS

JC Grading Paving Solution, Inc.

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	\$301.78	\$5,130.26
2	Class II Aggregate Base	15	CY	\$200.38	\$3,005.70
3	Striping	1	LS	\$750.00	\$750.00
4	Flush Curb	16	LF	\$75.89	\$1,214.24
5	Wheel Stops	3	EA	\$750.00	\$750.00
6	Earthwork & Grading	1	LS	\$5,902.18	\$5,902.18

Alternative #1 Total:**\$ 16,752.38****Sixteen thousand seven hundred fifty two dollars and****TOTAL COST IN WORDS****JC Grading Paving Solution, Inc.****CONTRACTOR**

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

JC Grading Paving Solution, Inc.

307 Orchard City Drive, # 116

Campbell, CA 95008

projects@jcgradingpavingsolution.com (408)304-9777

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) Jose Centeno, Owner/CEO president, treasurer
- b) Mackenzie Thomas, COO secretary
- c) _____
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 1118177

Type of License: C-12

Expiration Date: 04/30/2027

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Jose Antonio Centeno Aceves

Relationship to Bidder: Owner/CEO

I certify under the laws of the State of California ^{Type text here} that the foregoing is true and correct.

DATED: 06/24/2026

Signature of Bidder:

JC Grading Paving Solution, Inc.

CONTRACTOR

307 Orchard City Drive, STE 116

Street Address

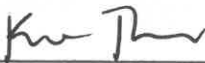
Campbell, CA 95008

City, State and Zip

(408)304-9777

Telephone (Include Area Code)

Sign here:



By: Mackenzie Thomas

Type Name

-AND-

Sign here:

By: _____

Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 Type ext ere LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Asphalt Paving	10%	United Pavement Maintenance	Hughson, CA	905503	1000878534
2 Trucking Import/Export	9%	USA Trucking	Antioch, CA		1000406207
3					
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14					
15					

(Add additional sheets if necessary)

BIDDER: JC Grading Paving Solution, Inc.

Signature: 

Date: 06/25/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Santa Clara)

In accordance with Public Contract Code section 7106, (Name) Mackenzie Thomas, being first duly sworn, deposes and says that he/she is (Title) Vice President/Chief Operations Off. of (Company) JC Grading Paving Solution, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

JC Grading Paving Solution, Inc.

Name of Firm

Mackenzie Thomas

06/24/2026

Signature

Date

Signature

Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 24th day of June 2026 of 2025.

NOTARY PUBLIC



END OF DOCUMENT

State of Nevada

County of Clark



Jomila Tan

NOTARY PUBLIC
STATE OF NEVADA

Appt. No. 24-2299-01

Expires November 21, 2028

III - 12

Notarized remotely using audio-video communication technology via Proof.

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	JC Grading Paving Solution, Inc.	307 Orchard City Drive, # 116 Campbell, CA 95008	2000011622
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Asphalt Paving	United Pavement Maintenance	Hughson, CA	1000878534
Trucking Import/Export	USA Trucking	Antioch, CA	1000406207

(Attach additional sheets if necessary.)

By: 
Bidders Signature

CITY OF LINCOLN

Agreement for the Construction of the

FIRE STATION 35 DRIVEWAY

THIS AGREEMENT, made and entered on, (DATE) _____, by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and (CONTRACTOR), a (California Corporation, Limited Liability Company, etc.).

WITNESSETH:

RECITALS:

WHEREAS, the City Council of the City of Lincoln has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS:

SECTION 1 - SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of: Fire Station 35 Driveway, City of Lincoln, County of Placer, State of California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION:

The contract time duration shall commence on the 15th calendar days following contract approval by the City of Lincoln City Council and shall be fully completed no later than 25 working days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE:

City shall pay Contractor for the full and complete performance of this contract the sum of _____ Dollars (\$ _____), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT:

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS:

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- Notice to Bidders
- Information for Bidders
- Bid Form
- Designation of Subcontractors
- This agreement
- Bidder's Bond
- Payment Bond
- General Conditions
- Special Provisions
- Contract Drawing
- Technical Specifications
- Duly issued addenda
- Duly issued interpretations
- Supplemental Drawings issued pursuant to Article 4 of the General Conditions
- Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions
- Approved Change Orders
- Contractors' Guarantee and Bond

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY: CITY OF LINCOLN

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Dated

Dated

(SEAL)

CONTRACTOR:

Signature

Mackenzie Thomas

Name

Chief Operations Officer

Official Title

307 Orchard City Drive, # 116
Campbell, CA 95008

Business Address

CORPORATE CERTIFICATE

I, Mackenzie Thomas, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that Mackenzie Thomas, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



(Signature)



(Seal)

BIDDER'S BOND

Bond Number: 73819101

KNOW ALL MEN BY THESE PRESENTS:

That we, JC Grading Paving Solution, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Aggregate Amount of the Bid DOLLARS (\$ 10%). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

CIP 704 - Fire Station 35 Driveway

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 25th day
of June, 2026.

JC Grading Paving Solution, Inc. (SEAL)

 (SEAL)
McKenzie Thomas
Chief Operations Office (SEAL)

PRINCIPAL

Western Surety Company (SEAL)

 (SEAL)

John D. Weisbrot, Attorney-In-Fact (SEAL)

SURETY

151 North Franklin, 17th Floor

Chicago, IL 60606

Address



NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Pennsylvania
County of Bucks

On June 25, 2026 before me, Tracy Konopka, Notary Public,
(insert name and title of the officer)

personally appeared John D. Weisbrot, Attorney-In-Fact, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

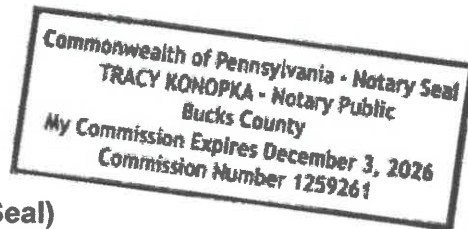
I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tracy Konopka
Notary Public

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On 6/24/2026 before me, Frances Han, Notary Public
(insert name and title of the officer)

personally appeared Mackenzie Anne Thomas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

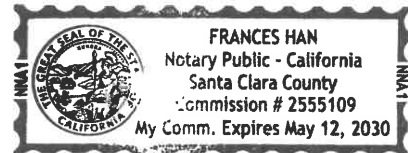
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Weisbrot, Steven Michael Varga, Melissa Lynn Mc Dade, Individually

of Pipersville, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.



WESTERN SURETY COMPANY

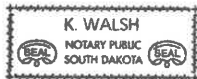
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of June, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to execute bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds	\$ 2,001,112,236
Stocks	23,674,439
Cash, cash equivalents, and short-term investments	31,569,622
Investment income due and accrued	18,609,271
Premiums and considerations	90,981,144
Amounts recoverable from reinsurers	961,708
Current federal and foreign income tax recoverable and interest thereon	2,927,740
Net deferred tax asset	19,934,710
Receivable from parent, subsidiaries, and affiliates	19,958,145
Other assets	194,065
Total Assets	<u>\$ 2,209,923,080</u>

LIABILITIES AND SURPLUS

Losses	\$ 277,849,544
Loss adjustment expense	61,153,426
Commissions payable, contingent commissions and other similar charges	17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)	4,835,587
Unearned premiums	348,533,677
Advance premiums	6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)	2,616,205
Amounts withheld or retained by company for account of others	3,757,322
Provision for reinsurance	1,180,112
Other liabilities	(35,219)
Total Liabilities	<u>\$ 724,112,270</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,194,914,615
Surplus as regards policyholders	<u>\$ 1,485,810,810</u>
Total Liabilities and Capital	<u>\$ 2,209,923,080</u>

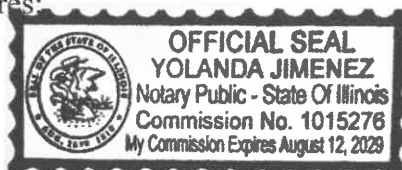
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:



By

Yolanda Jimenez



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME: PHONE (A/C No. Ext): (800) 688-1984 FAX (A/C No): 312-690-4123 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER E: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Hartford Accident and Indemnity Company	22357	INSURER D: Admiral Insurance Company	24856	INSURER E: Kinsale Insurance Company	38920	INSURER F:	
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INSURER F:															
INSURED JC Grading Paving Solution Inc 307 Orchard City Dr FL 1 Ste 116, Campbell, CA, 95008															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI & PD applies per Claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CA000059020-02	5/1/2026	5/1/2027	EACH OCCURRENCE
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000
		MED EXP (Any one person)				\$ 100,000
		PERSONAL & ADV INJURY				\$ 5,000
		GENERAL AGGREGATE				\$ 1,000,000
	PRODUCTS - COM/OP AGG	\$ 2,000,000			\$	
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		46UECEN4130	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)
		BODILY INJURY (Per person)				\$ 1,000,000
		BODILY INJURY (Per accident)				\$
		PROPERTY DAMAGE (Per accident)				\$
						\$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		01004474640	5/1/2026	5/1/2027	EACH OCCURRENCE
		AGGREGATE				\$ 5,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	46WECBS4U2X	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTH-ER
		E.L. EACH ACCIDENT				\$ 1,000,000
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

 CITY ENGINEER CITY OF LINCOLN
 600 SIXTH STREET
 LINCOLN, CA 95648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**III. BID PROPOSAL,
DESIGNATION OF
SUBCONTRACTORS FORM,
BIDDER'S BOND &
NON-COLLUSION AFFIDAVIT**

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	16,000	\$ 16,000
2	Hot Mix Asphalt Pavement	120	TON	510.0	\$ 61,200
3	Class II Aggregate Base	115	CY	250	\$ 28,750
4	Relocate Hydrant & Valve	1	EA	2,900	\$ 2,900
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	150	\$ 4,500
6	Flush Curb	385	LF	50	\$19,250
7	Earthwork & Grading	1	LS	40,000	\$ 40,000

Base Bid Total:

\$ 172,600.00

One hundred Seventy-two thousand Six Hundred and 00/100 Dollars

TOTAL COST IN WORDS

Pacific River Construction, Inc.

CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	510	\$8,670
2	Class II Aggregate Base	15	CY	250	\$3,750
3	Striping	1	LS	4,000	\$4,000
4	Flush Curb	16	LF	50	\$800
5	Wheel Stops	3	EA	210	\$630
6	Earthwork & Grading	1	LS	5,000	\$5,000

Alternative #1 Total:\$ 22,850.00Twenty-Two Thousand Eight hundred Fifty and 00/100 Dollars**TOTAL COST IN WORDS****Pacific River Construction, Inc.**

CONTRACTOR

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

Pacific River Construction, Inc.

1838 Pico Rivera Dr.

Roseville, CA 95747

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) Farzad Rahmany 1838 Pico Rivera Dr., Roseville, CA 95747 CEO
- b) Mohammad Salimee 3441 Data Drive, APT 284, Rancho Cordova, CA 95670 SFO
- c) Salim Naseri 3025 Alderwood Place, Roseville, CA 95747 Secretary
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 1116998

Type of License: A, C-10

Expiration Date: 02/29/2028

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Farzad Rahmany

Relationship to Bidder: CEO

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 06/25/2026

Signature of Bidder:

Pacific River Construction, Inc. CONTRACTOR

1838 Pico Rivera Dr.

Street Address

Roseville, CA 95747

City, State and Zip

(916)805-6615

Telephone (Include Area Code)

Sign here:



By: Salim Naseri
Type Name

-AND-

Sign here:



By: Farzad Rahmany
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The **name**, the **location** of the place of business, the **California contractor license number**, and **public works contractor registration number** issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 Asphalt Paving	30%	Lamon Construction Co. Inc	Yuba City	174828	1000000569
2					
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Pacific River Construction, Inc.

Signature: 

Date: 06/25/2026

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pacific River Construction Inc., as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Total Amount Bid DOLLARS (\$ 10% of Amount Bid). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2026, has been submitted by Principal to City: City of Lincoln

(Copy here the exact description of work, including location, from bid form):

CIP 704 - Fire Station 35 Driveway - furnishing of all labor, materials, equipment, transportation and services. Located in the City of Lincoln, Placer County, California

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 18th day of
June, 2026.

Pacific River Construction Inc (SEAL)

By: Salim Naseri (SEAL)

Secretary [Signature] (SEAL)

PRINCIPAL

Atlantic Specialty Insurance Company (SEAL)

By: [Signature] (SEAL)

Donna Borja - Attorney-In-Fact (SEAL)

SURETY



605 Highway 169 North, Suite 800

Plymouth, MN 5544

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **A. Catherine Skeen, Alison Chambers, Brooke A. Skeen, David W. Garese, Donna Borja, Lisa Betancur, Maria Rufino**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

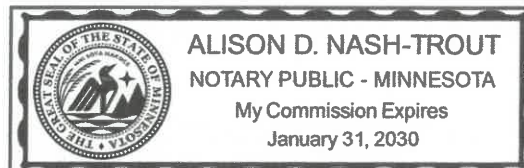
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated this 18th day of June, 2026.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

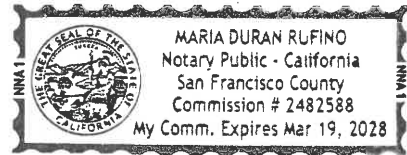
On June 18, 2026 before me, Maria Duran Rufino, Notary Public
(insert name and title of the officer)

personally appeared Donna Borja,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *mdrufino* (Seal)



NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, (Name) Salim Naseri, being first duly sworn, deposes and says that he/she is (Title) Secretary of (Company) Pacific River Construction, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Pacific River Construction, Inc.

Name of Firm

 6/25/26
Signature Date

 6/25/26
Signature Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this 25 day of June of ^{SN}~~2025~~ 2026

NOTARY PUBLIC _____

END OF DOCUMENT

See CA Attachment
for Notary Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER

Subscribed and sworn to (or affirmed) before me on this 25
day of JUNE, 2026, by SALIM NASERI

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	Pacific River Construction, Inc	1838 Pico Rivera Dr. Roseville, CA 95747	1001152699
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Asphalt Paving	Lamon Construction Co. Inc	Yuba City	1000000569

(Attach additional sheets if necessary.)

By: 
 Bidders Signature

Fire Station 35 Driveway
BID PROPOSAL

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Fire Station 35 Driveway Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) /, agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner. The Bid sums shall be as follows:

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

The Bid sums shall be as follows:

SCHEDULE OF BID PRICES

All bid items; including lump sums, unit prices, and additive alternates must be filled in completely.

BASE BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	11200 ⁻	11200 ⁻
2	Hot Mix Asphalt Pavement	120	TON	226 ⁻	27120 ⁻
3	Class II Aggregate Base	115	CY	189 ⁻	21735 ⁻
4	Relocate Hydrant & Valve	1	EA	6000 ⁻	6000 ⁻
5	Remove Hydrant Line (6-Inch) & Backfill Trench	30	LF	120 ⁻	3600 ⁻
6	Flush Curb	385	LF	35 ⁻	13475 ⁻
7	Earthwork & Grading	1	LS	23000 ⁻	23000 ⁻

Base Bid Total:

\$ 106,130⁻

ONE HUNDRED SIX THOUSAND ONE HUNDRED THIRTY
TOTAL COST IN WORDS

Ridcon, LLC Nick Martin
CONTRACTOR

ALTERNATIVE #1 ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Hot Mix Asphalt Pavement	17	TON	272 ⁻	4624 ⁻
2	Class II Aggregate Base	15	CY	194 ⁻	2910 ⁻
3	Striping	1	LS	1500 ⁻	1500 ⁻
4	Flush Curb	16	LF	66 ⁻	1056 ⁻
5	Wheel Stops	3	EA	175 ⁻	525 ⁻
6	Earthwork & Grading	1	LS	5600 ⁻	5600 ⁻

Alternative #1 Total:\$ 16,215⁻

SIXTEEN THOUSAND TWO HUNDRED FIFTEEN
TOTAL COST IN WORDS

Riocon, LLC Nicole Martin
CONTRACTOR

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein are the following documents that shall be included with submission of the Bid Proposal:

i. Division III Documents:

- a. Designation of Subcontractors form in compliance with sections 4100-4113 of the Public Contract Code of the State of California.
- b. Bidder's Bond or cashier's check for at least 10% of the amount of the base bid total.
- c. Non Collusion Affidavit

ii. Division IV Documents (For Federal Aid Projects): **(NOT USED)**

- ~~a. Employment Opportunity Certification (For Federal Aid Project)~~
- ~~b. Debarment and Suspension Certification (For Federal Aid Project)~~
- ~~c. Nonlobbying Certification for Federal Aid Projects (For Federal Aid Project)~~
- ~~d. Disclosure of Lobbying Activities (For Federal Aid Project)~~

This project is **NOT** a Federal Aid Project, and Division IV Documents shall **NOT** apply.

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

RioCon, LLC

P.O. Box 321

Rancho Cordova, CA

95741

6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding;

that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
8. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it shall furnish with this bid proposal a certificate attesting to corporate existence and authority of officer(s) to sign contracts and other documents on behalf of the corporation. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME: BUSINESS ADDRESS INTEREST (owner, partner, etc.)

- a) Rodolfo Carrasco - Managing Member
- b) Nicole Martin - CEO
- c) _____
- d) _____

e) _____

(Attach additional sheets if necessary)

9. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

License No.: 1143911

Type of License: A / C-8

Expiration Date: 9/30/27

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Rodolfo Carrasco

Relationship to Bidder: Managing Member

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 4/25/20

Signature of Bidder: Nicole Martin

Ridcon, LLC CONTRACTOR

P.O. Box 321
Street Address

Rancho Cordova, CA 95741
City, State and Zip

Sign here:

Nicole Martin

916-872-7304
Telephone (Include Area Code)

By: Nicole Martin
Type Name

-AND-

Sign here:

Rodolfo Carrasco

By: RUDOLFO CARRASCO
Type Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co partnership; and if bidder is an individual, his signature shall be placed above.

DESIGNATION OF SUBCONTRACTORS

SECTION 004800 LIST OF SUBCONTRACTORS

Per Public Contract Code 4104:

"Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (Section 1.24 Subcontractor), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to the Subcontractor(s) without the prior written approval of the Owner.

Description of Work	Percent of Total Contract, %	Subcontractor's Name	Subcontract or Location of Business	License Number	DIR Number
1 STRIPING	1.4%	J&H MARKINGS	CARMICHAEL	1001121	1000057669
2 STAKING	3%	CENTERPOINT ENGINEERING	ROCKLIN	LS9752	1000000562
3					
4					

5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

(Add additional sheets if necessary)

BIDDER: Ridcon, LLC

Signature: Nicole Martin

Date: 6/25/20

END OF SECTION

LIST OF SUBCONTRACTORS (004800)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, RioCon LLC, as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the City of Lincoln, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Amount Bid----- DOLLARS (\$ 10% of Total Bid). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on June 25, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

CIP 704 - Fire Station 35 Driveway

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed to him for signature, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

(Signatures are on the following page.)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 12th day of
June, 2026.

RioCon LLC _____ (SEAL)

Niem Martin _____ (SEAL)

_____ (SEAL)

PRINCIPAL

Old Republic Surety Company _____ (SEAL)

Sara Walliser _____ (SEAL)

Sara Walliser, Attorney-in-Fact _____ (SEAL)

SURETY

P.O. Box 1635 _____

Milwaukee, WI 53201 - 1635 _____

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

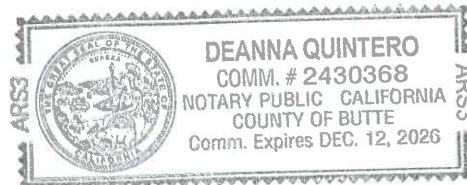
On June 12, 2026 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Sara Walliser
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELIZABETH COLLODI, JOHN WEBER, JESSICA MONLUX, JOHN HOPKINS, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, BILL RAPP, TONY CLARK, MATTHEW FOSTER, JASON MARCH, SAMANTHA WATKINS, PAULA SENNA, JENNIFER LAKMANN, MINDY WHITEHOUSE, PHIL WATKINS, BRAD ESPINOSA, KATHLEEN LE, SHARON SMITH, CASSANDRA MEDINA, STEVEN WILLIAMS, R. KAILANY of CHICO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of August, 2025.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of August, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-2100



Signed and sealed at the City of Brookfield, WI this 12th day of June, 2026

Assistant Secretary

ORSC 22262 (3-06)

INTERWEST INSURANCE SERVICES

ALL-PURPOSE ACKNOWLEDGMENT

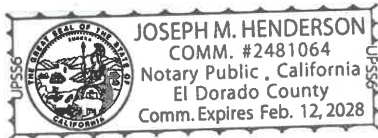
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado

On June 24, 2026 before me, Joseph M. Henderson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Nicole Martin
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidders Bond

Document Date: June 12, 2026 Number of Pages: 2

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF El Dorado)

In accordance with Public Contract Code section 7106, (Name) Nicole Martin, being first duly sworn, deposes and says that he/she is (Title) CEO of (Company) Riocon, LLC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Lincoln, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California:

Riocon, LLC
Name of Firm

Nicole Martin
Signature

6/24/24
Date

Signature

Date

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

Subscribed and sworn to this _____ day of _____ of 2025.

NOTARY PUBLIC SEE ATTACHED FOR NOTARY PUBLIC

END OF DOCUMENT

JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

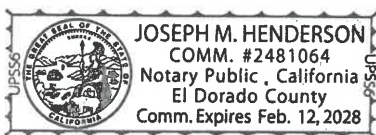
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado



Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me on this

24 day of June, 20 26, by
Date Month Year

(1) Nicole Martin,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and)
(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: June 24, 2026 Number of Pages: 1

PUBLIC WORKS CONTRACTOR REGISTRATION
(To be submitted within 24 hours of the time and date that bid proposals are due.)

In compliance with the provisions of section 1771.1(B) of the Labor Code of the State of California, no contractor or listed subcontractor may be listed on a bid proposal for a public works project unless they are registered as a Public Works Contractor with the Department of Industrial Relations.

- (a) The name, location of the place of business, and registration number of the prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be preformed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications.

PORTION OF THE WORK	PRIME CONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
PRIME CONTRACTOR	RIDCON, LLC	Sacramento, CA	2000016997
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
STRIPING	J & H MARKINGS	CARMICHAEL	1000057669
SURVEY	CENTERPOINT ENGR	ROCKLIN	1000000562

(Attach additional sheets if necessary.)

By: Nicole Martin
 Bidders Signature

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH V2 GRADING AND PAVING, INC. IN THE AMOUNT OF \$106,169 FOR THE FIRE STATION 35 DRIVEWAY PROJECT AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED \$15,925.

WHEREAS, the Fiscal Year 2025/2026 and 2026/2027 Capital Improvement Program budget includes funds for the Fire Station 35 Driveway Project – CIP No. 704; and

WHEREAS, The Notice to Bidders was duly advertised, and a public bid opening was held by the City Clerk at 2:00 pm on June 25, 2026; and

WHEREAS, V2 Grading and Paving, Inc. was determined to be the responsible bidder submitting the lowest responsive bid in the amount of \$106,169; and

WHEREAS, City Staff will be performing construction management and inspection services; and

WHEREAS, Blackburn Consulting will be performing material testing services through the on-call professional services contract authorization.

NOW THEREFORE BE IT RESOLVED:

Section 1. That the City Council of the City of Lincoln authorizes the following:

The City Manager to execute a contract for construction with V2 Grading and Paving, Inc. in the amount of \$106,169 for the Fire Station 35 Driveway Project and authorizing the City Engineer to approve change orders not to exceed \$15,925;

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk



STAFF REPORT

Item Number 13.L

SUBJECT: Adopt a Resolution Approving the Establishment of One College Intern Position within the Information Technology Department. (Claire True)

SUBMITTED BY: Claire True

DEPARTMENT: Human Resources

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the establishment of one additional College Intern position in the Information Technology (IT) Department. For Fiscal Year 2026/27, the estimated cost of the College Intern position is \$23,543, which can be absorbed within the current IT budget and will not require a budget augmentation. The College Intern position is excluded from CalPERS membership and is not eligible for City benefits.

BACKGROUND/INTRODUCTION:

The IT Department is preparing for the planned replacement of approximately 120 end-of-life computers. This project will require substantial staff time to complete routine but time-intensive tasks, including hardware preparation, deployment coordination, inventory management, and end-user setup. Based on the existing staffing levels and current workload demands, completing this project with permanent IT staff would require overtime, resulting in a significant additional cost to the Department. To support the operational demands associated with this project, staff is requesting the establishment of one additional College Intern position.

FINDINGS/ANALYSIS:

The planned replacement of approximately 120 end-of-life computers creates a temporary operational workload that will require additional support within the IT Department. The College Intern classification is appropriate for this project because the work is limited in scope and consists primarily of routine, entry-level support tasks, including hardware preparation, deployment coordination, inventory management, and end-user setup. These assignments do not require the advanced technical knowledge, specialized experience, or level of independent responsibility associated with higher-level IT classifications. Using a College Intern for this work provides a more cost-effective staffing option and allows permanent IT staff to remain focused on essential services, higher-level technical responsibilities, and ongoing support for City systems and users.

CONCLUSION:

The requested College Intern position will provide the IT Department with the temporary

support needed to complete the planned computer replacement project in a cost-effective manner. Approval of this position will help reduce the need for overtime while allowing permanent IT staff to remain focused on essential services, higher-level technical responsibilities, and ongoing support for City systems and users. Staff therefore recommends approval of the establishment of one additional College Intern position.

FISCAL IMPACT:

For Fiscal Year 2026/27, the total estimated cost for the College Intern position is \$23,543 in Fund 6000 – Internal Services Fund. The cost can be absorbed within the current IT operating budget and will not require a budget augmentation. As a temporary position, the College Intern position is excluded from CalPERS membership and is not eligible for benefits.

ATTACHMENTS:

[College Intern.DOC1.Resolution.2026Jul14.cmtrue.docx](#)

[College Intern.DOC2.Job Description.2026Jul14.cmtrue.pdf](#)

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE ESTABLISHMENT OF ONE ADDITIONAL COLLEGE INTERN POSITION IN THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, the Information Technology (IT) Department is preparing for the planned replacement of approximately 120 end-of-life computers; and

WHEREAS, the project will require substantial staff support for routine but time-intensive deployment-related tasks, including hardware preparation, deployment coordination, inventory management, and end-user setup; and

WHEREAS, based on existing staffing levels and current workload demands, completing this project with permanent IT staff would require overtime, resulting in a significant additional cost to the Department; and

WHEREAS, the College Intern classification is appropriate for these assignments because the work is limited in scope and consists primarily of routine, entry-level support tasks; and

WHEREAS, the total estimated cost for the College Intern position is \$23,543.00, which can be absorbed within the current IT operating budget and will not require a budget augmentation; and

WHEREAS, Section 2.41.020 of the City's Municipal Code, requires the City Council to determine the number of authorized positions for each classification.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The establishment of one additional College Intern position within the IT Department.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

CITY OF LINCOLN COLLEGE INTERN

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

In a learning capacity, assists in performing various types of work and assignments at the paraprofessional/technical level in City departments directly related to the education program of the student.

DISTINGUISHING CHARACTERISTICS:

Employment in this class is restricted to students enrolled part-time or full-time in an accredited college or university curriculum leading to a degree in a field related to the work assignment hired to perform. It provides a means of employment whereby students may become familiar with the practical application of their program theory during the college course of study and for a limited duration following the completion of the program degree. No full-time regular appointments will be made from this class.

SUPERVISION RECEIVED/EXERCISED:

Works under close supervision of a professional or technical City staff member in a learning capacity.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Perform a variety of paraprofessional/technical duties in various departments in the City.
- Assist in research projects, special reports, and special departmental problems.
- Gather, compile, tabulate, and report statistical and other data.
- Acquire working knowledge of department practices, procedures, equipment, and organizational systems.
- Respond to citizen inquiries and complaints.
- Prepare reports and correspondence.
- Assist in field work.
- Deliver materials to other locations and make site visits.
- Perform related duties as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer, and to attend meetings at various sites within and away from the City; strength

to lift and carry materials weighing up to 10 pounds; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Academic status at an accredited college or university taking courses as a part-time or full-time student (as defined by the school) leading to a degree and/or certificate in a field related to the work to be performed. Students must be currently enrolled in courses of study / degree program OR a recent graduate who has obtained their applicable degree within the past year.

Students are no longer eligible to apply for this classification after twelve months of graduation and having earned a degree in the related field of study. For students who have graduated and earned his/her degree, their term shall be limited to 12 months.

License or Certificate:

Most positions require possession of a valid California Class C Driver License at the time of appointment. Individuals who do not meet this requirement due to physical disability will be reviewed on a case-by-case basis.

KNOWLEDGE, SKILLS AND ABILITIES: *(The following are a representative sample of the KSAs necessary to perform essential duties of the position.)*

Knowledge of:

- Simple research and statistical methods.
- English usage, spelling, and punctuation.
- Basic mathematical computations.

Ability to:

- Communicate clearly and concisely in English, both orally and in writing.
- Establish and maintain effective, cooperative working relationships.
- Follow administrative and technical procedures and instructions.
- Use computers, common software packages, and related equipment.
- Prepare reports and correspondence.
- Apply coursework in the specific career field to assigned duties.

FLSA Status: Non-exempt
Employee Group: Seasonal/Temporary
Resolution: 2024-257
Adopted: 11/12/2024



STAFF REPORT

Item Number 15.A

SUBJECT: Consider Fee Waiver and Approval of F Street Closure and Plaza for Farmers Market / Community Event. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Manager's Office

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff request the City Council provide direction to staff regarding a request for fee waiver, F Street and Plaza closure for weekly Farmers Market and Vendor event.

BACKGROUND/INTRODUCTION:

A certified Farmers' Market operation to be held on F Street between 5th Street and 6th Street Thursday evenings with the F Street closed between 3pm to 10pm; event hours would be 5pm-9pm with the event commencing mid-July to late December 2026. In conjunction the Beermann Plaza to be used by community service groups such as Rotary to be used for community activities such as music, arts, and family-oriented activities. The event organizer, Nicole Siddel, has stated she has been working collaboratively with businesses, service organizations and the Lincoln Area Chamber to build an event that support and meets the needs of the community.

FINDINGS/ANALYSIS:

The Farmers Market will be organized and conducted by the Placer Farmers Market, a Certified Farmers' Market (CFM). Placer Farmers Market has been conducting Farmers Market events for a number of years in the Placer County Area including year round farmers market events in Roseville and Rocklin. They are certified by the Placer county Agricultural Commissioner with a valid Health Permit to operate and will ensure all vendors who participate in the proposed farmers market will sell agricultural products and comply with all applicable health codes.

The organizer of the Placer Farmers' Market, Robert "Bob" Bonk, has met with the City Manager and stated that adequate vendors and agricultural products will be provided, but establishment of a new farmers market takes time to gain sufficient traffic to make the venture financially sustainable. Therefore they are requesting waiver of the street closure and other related fees connected with this event.

Various service Clubs such as the Rotary and Lincoln Area Chamber will participate in the activities in to be held in Beermann Plaza in conjunction with the Farmers' Market Event

providing music, art activities and other family oriented activities. As this is a new event which benefits downtown businesses and the community, the organizer Nicole Siddel has requested a waiver of all fees connected with this event.

The proposed event will place a burden on city resources, require staff participation and after hours activities to clear/clean the street and Plaza and re-open the street. Approving this activity could impact the City's ability to engage, authorize, approve other community events. Further, the current *Policy Guidance for the Administration and Permitting of Downtown Special Events that Require Street Closure* does not allow a singular organization or individual to request events that require street closure more than four (4) times per calendar year. A copy of this policy is attached.

Therefore, staff request City Council receive information from the applicants and determined a variance to the *Policy Guidance for the Administration and Permitting of Downtown Special Events that Require Street Closure* to allow successive street closures on F Street between 5th Street and 6th Street from mid-July to late December 2026 would be required. Staff request City Council provide direction to staff if a variance to the number of street closures is approved.

Lastly, staff request City Council determine if a fee waiver maybe be granted for these events. Specific fees are detailed below.

FISCAL IMPACT:

Estimated fees for mid-July 2026 to December 2026

Application fee	\$ 150
F Street Closure fee	\$2,400
Plaza use fee	<u>\$3,000</u>
20 weeks of use	\$5,550

ATTACHMENTS:

[2025-105 Policy - Downtown Special Events.pdf](#)

[Historic Downtown Lincoln Farmers Market SEP\(1\).pdf](#)

[Farmers Market Plaza -Site Plan.pdf](#)

RESOLUTION 2025 - 105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN PROVIDING POLICY GUIDANCE FOR THE ADMINISTRATION AND PERMITTING OF DOWNTOWN SPECIAL EVENTS THAT REQUIRE STREET CLOSURE.

WHEREAS, the City of Lincoln desires a vibrant downtown; and

WHEREAS, the City Council recognizes the importance of special events as key cultural components to the downtown and greater City of Lincoln; and

WHEREAS, staff have met with and received feedback from downtown residents and businesses on special events in the downtown; and

WHEREAS, staff has incorporated this feedback into some notional policy guidelines intended to provide general direction in the administration of public events in the downtown.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln does hereby approve the following policy guidance:

1. The following legacy special events will be permitted to use of 5th Street between E Street and Lincoln Blvd:
 - 4th of July 1
 - Hometown Christmas Parade and Tree Lighting
 - Lincoln Showcase
 - Rods and Relics
2. Certain Special Events that are determined to have a public benefit may be allowed the use of 5th Street between E Street and Lincoln Blvd. with City Manager approval.
3. To the extent possible, events will be encouraged to make use of F and 6th street for events as both sections are generally easier and safer to shut down. . Additionally, staff shall look into allowing event use of the public parking lot across from City Hall when events on F and 6th have shutdown internal traffic to those areas anyway.
4. The general guidance for street closures (outside of legacy events) will be that staff will strive to avoid approving street closures more than two (2) hours prior to the event start time. Accommodation for earlier closure can be requested and approved by staff with reasonable justification by the applicant.
5. No singular organization or individual may request a special event within the downtown area that requires street closure more than four (4) times per calendar year.
6. Staff shall work on an update and circulation of a master calendar to keep the entire downtown area informed of events well in advance of the event date.

7. All other requirements currently in place for special events remain in full force and effect.

PASSED AND ADOPTED this 8th day of July, 2025 by the following vote:

AYES: COUNCILMEMBERS: Andreatta, Eklund, Pearl, Reedy

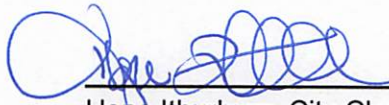
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS: Brown



Holly Andreatta, Mayor

ATTEST:



Hope Ithurnburn, City Clerk



City of Lincoln Special Event Application

Applicant Information	
Name	Robert Bonk
Street Address	1810 Gina Louise Lane
City, State, ZIP Code	Newcastle, CA 95658
Day Phone	Business Cell - 530.488.4152
Mobile Phone	Personal Cell - 530.320.9396
E-Mail Address	info@placerfarmersmarket.com
Sponsoring Organization	Grown in Placer, LLC dba Placer Farmers Market
Contact Person "on site" day of and mobile number	Market Manager 530.488.6391

Event Information		
Event Title	Historic Downtown Lincoln Farmers Market	
Event Date	July - Fall(tentatively Christmas 2026) After 2026 April thru Fall/Christmas	
Event Location	F Street and Beermann Plaza	
Event Hours	Start:Thursdays 5pm	End:Thursdays 9pm
Set Up	Date:Thursdays	Time: 3:30pm
Break Down	Date:Thursdays	Time: 9pm
Clean up finalized	Date:	Time: 9:45pm
Person responsible for clean up	Market Manager	Mobile #: 530.488.6391 or 530.488.4152
Estimated Event Attendance	<500	

Overall Event Description	
Briefly explain event and activities:	Certified farmers market operating in conjunction with a Community Event on F Street. Beermann's Plaza and area behind Library to be used by Community Service Groups for community activities such as music, arts, family oriented activities. The event organizer is working collaboratively with the businesses, service organizations and the Chamber in Historic Downtown to build an event that supports and meets the needs of the community. The intent is to return the Certified Farmers Market to Historic Downtown and build an event that brings families from the surrounding communities into Lincoln. This will be a recurring event every Thursday, at first, July thru tentatively Christmas and then April thru Christmas. Event may be cancelled due to inclement weather.

Parade/Street Closure Information		
Names of streets to be closed: 5 th Street will only be an option for Holiday Parades and legacy events.		
F St	Between 5th St	And 6th St
	Between	And
	Between	And
	Between	And
Parade/Walk/Run Route (map/s must be included with application or it will not be reviewed) Number of Floats _____ Animals in Parade _____ For Animals, please describe what type and how animal waste will be contained and cleaned up.		
Are you requesting a complete or rolling street closure? <u>Complete</u> Explain the requested street closure: <u>We will need to close F street at 3:30pm on Thursdays to begin vendor setup for the certified farmers market and event.</u> <u>Street will be immediately re-opened to traffic after event breakdown at 9:30pm - 9:45pm.</u>		
Route maps must be submitted along with your Special Event application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before your event will be approved.		
Time of Street Closure	Start: 3:30pm	End: 9:45pm
Parking restrictions requested: Yes <u>X</u> _____ No _____ <i>"No Parking" Signs must be purchased, installed & removed by the Event Coordinator.</i> <i>(see page 6 for blocked parking information) ALL STREETS MUST BE RE-OPENED BY MIDNIGHT (charges will occur)</i> Staging Area Location: _____ Disbanding Location: _____		

Event Details
Will there be any fenced areas pertaining to alcohol If yes, please describe? No alcohol
Will there be a tent, canopy or other temporary structure at your event? If yes, please describe: Standard 10x10 tents as appropriate for farmers markets
What is your cleanup plan after the event? <u>All vendors are responsible for cleanup of their area and hauling away of their own trash. Event organizer will ensure that this occurs.</u> _____ _____ (Hourly cleaning rates will be deducted from deposit or incurred if extra cleaning is required.)

Entertainment Information

Will your event have amplified sound, DJ or live music? Please describe. **Yes for live community event appropriate music**

Please describe any live entertainment staging or dance floor that will be a part of your event:

Music is being handled by Community Service Groups - no staging or dance floors will be installed

Will you have Inflatables at the event? Yes _____ No X _____ You will be required to use a City Approved vendor (please ask for a list of vendors) (See page 5 Jump House section)

Food/Beverage/Vendor Information

Does your event involve the sale or consumption of alcoholic beverages?

Yes ☐ No ☒

If yes, **Event applicant must contact the Lincoln Police Department (LPD) at (916) 645-4040** to secure approval from the Chief of Police. If approval is granted, LPD will issue an approval letter. Applicant must take the approval letter to Alcohol Beverage Control (ABC) to secure a one-day liquor permit.

Contact the Sacramento District Office at

(916) 419-1319 www.abc.ca.gov The permit issued by ABC must be displayed during the time alcoholic beverages will be sold and a copy will be required for the city permitting process and approval. (process may take 30-45 days)

Describe how you will ensure that alcoholic beverages will be consumed only by people 21 years or older:

Type of alcohol being sold/served	Beer/Wine	Liquor
Alcoholic beverages will be sold/served	Time (from):	Time (to):

Where will alcoholic beverages be sold/served? (location at event)

Will your event have Food Vendors? Yes X _____ No _____ If yes,

Please contact The Placer County Health Department for permit requirements and instructions (530) 475.2300 or visit www.placer.ca.gov

A TFF (Temporary Food Facility) or MFF (Mobile Food Facility) Permit is required by Placer County for food vendors AND the event organizer is REQUIRED to obtain a Community Event Permit if there are more than 1 TFF vendor per event. A copy of all permits will be required for The City of Lincoln permit approval.

Vendors selling nonfood items may require a Seller's Permit from the state of California. The event organizer is responsible to make sure vendors are following state, county and city requirements. For more information contact <http://www.businessportal.ca.gov> or 1-800-400-7115

Security and Volunteer Information

Please describe event procedures for both crowd control and internal security: Security is required when alcohol is being sold. 1 guard per every 250 guests present.

Security Company Name:

Phone Number:

Number of Guards:

Will you be utilizing volunteers? (All volunteers are required to sign a waiver and release of liability in favor of the city). If yes, how many_____?

Event organizer is responsible for volunteer waivers and submitting them to the City of Lincoln Recreation department no later than 5 days after event. (Waiver on page 10)

Health and Safety Information

- The City of Lincoln recommends one (1) chemical toilet for every 200 males and one (1) for every 100 females based upon the maximum number at your event during peak time. Hand washing stations are required as well. Portable toilets must be removed by 7am the next day following the event. If your event is downtown, portable toilets cannot be placed in the alley at Beermann Plaza or on any other private property.
- Toilets must be placed in valid parking stall for next day pick up or fees will be charged.
- 0-300 = 2 toilets + 1 ADA
- 301-500 = 3 toilets + 2 ADA
- 501- 700 = 4 toilets + 3 ADA

You will need portable toilets for events if location does not have adequate facilities to meet requirements

Portable restroom supplier:

Contact Information:

Beermann Plaza Rental

The Lincoln Area Archives Museum is located in Beermann Plaza and has the ability to rent its restrooms for events. YOU MUST contact the museum at **916.645.3800 AS SOON AS POSSIBLE** for availability and pricing. Hours of operation are Thursday, Friday and Saturday from 11am-3pm. Messages will be returned asap.

If bathrooms are not available for your event you must secure portable toilets.

You will need a First Aid kit on site for event. Larger first aid station may be required depending on size of event (location on map please)

Contact Information of first aid provider (if using) _____

Will you have an event Command post? See map

If yes, where will it be located? (location on map please)

Event	Fees
Minor Event	\$150 with application
Major Event	\$300 with application
Any additional costs incurred will be invoiced to applicant and must be paid prior to permit approval.	

- A **Minor Event** - This type of event is defined as a public event which requires completion of a Special Event Application and a Special Event Permit. A SEI meeting will not be required. Other items may be required depending on the type of special event. Fees and deposit of \$250 are due at submittal of application.
- A **Major Event** - This type of event is defined as a public event which may include street closures and/or sales/consumption of alcohol. This type of event requires the completion of a Special Event Application, a Special Event Permit, and a SEI meeting may be required. Other items may be required depending on the type of special event. Fees and deposit of \$500 are due at submittal of application.
- A **Jump House** may be added to your event for an additional \$30 (per inflatable) and may be placed in approved Lincoln locations. All jump house vendors must be on our approved list. To become approved they must complete a site walk-through and supply the City of Lincoln with a certificate of insurance.
- If your event includes use of a rentable outdoor area or City Service then necessary rental fees will be additionally charged. Additional areas include: Plazas, Park Gazebos and City Athletics Fields. (see below)
- Electrical outlets are located at certain locations; if needing power for bounce houses, bands, etc., generators must be used and arranged by event organizer. The City of Lincoln does not service electrical problems or issues for events. Outlet usage is done at own risk.

City Services, Equipment Requests & Additional Rental Areas			
X	Service/Equipment	QTY Requesting	Cost (Internal use only)
	A – Frames		\$
	Cones		\$
	Traffic Control Personnel		\$
	Dumpster(s)		\$
	Trash Cans		\$
	Other (please list)		\$
Total Cost of Services & Equipment			\$

Facility	Unit Cost	Time Requesting	Total Cost
Beermann Plaza	\$30/hr	Thursdays 3:30pm - 9:30pm	\$
McBean Park Gazebo (includes adjacent park space)	\$30/hr		\$
Athletic Field/Park Space	\$30/hr		\$
Other (please list)	Master Fee Price (internal use only)		\$
	\$		
Total Cost of Facility Rentals			\$

Event Map

An **Event Map** of your event **must be included with your application** identifying the location of all items listed below that apply to the event in order to accept application. Map **must** be a **google image** type of map. **(No hand drawn maps accepted)** It is important for City staff to have a clear understanding of the event in order to permit.

<u>X</u>	Route (for parades, fun runs, bicycle races, etc.). Designate staging area as well as beginning and end of route. Use arrows to indicate direction of route.
<u>X</u>	Entertainment and/or stage locations & Sound amplification – location of amplifier and all speakers
<u>n/a</u>	Alcoholic beverage concession area(s) including fencing (if being sold a one-day liquor permit is required and must be displayed)
<u>X</u>	Non-alcoholic beverage, food concession area(s) & Merchandise sales area(s)
<u>X</u>	First aid facilities & Event coordinator's command post, Temporary structures or other (list and describe on map)
<u>n/a</u>	Portable toilets (indicate number of toilets _____)
<u>X</u>	Event participant parking area(s), including entrances, exits and traffic circulation including access for disabled.
	Trash container (# trash cans _____; # dumpsters _____)

Promotion Information

You must receive Conditional Approval for your event before you promote, market, or advertise your event. Conditional approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event.

- The City of Lincoln provides a community calendar of upcoming special events on our website.

Are you requesting our Calendar Post? Yes X No _____

Mitigation of Impact on Others

The size and scope of an event can potentially impact those in the surrounding area. Steps are required to be taken in order to mitigate this impact and access to residential neighborhoods, businesses, places of worship, public facilities and to ensure emergency vehicle access.

PARKING

- No Parking Signage – If existing parking spaces will be blocked by your event, you as the organizer will be required to purchase and display “No Parking” signs over every impacted space. Signs are required to be displayed 24 – 48 hours in advance of your event. Signs must include Date, Time and Street ex: **NO PARKING ON F ST FROM 5TH TO 6TH Street**
- Non-compliance will result in your event permit not being approved and forfeiture of all fees and deposits.

*Please note you may be required to provide a **Parking Plan** that includes a diagram illustrating the parking available for local residents, local businesses and their customers, event staff, event attendees and those with disabilities.*

STREET CLOSURES

You will be required to notify all businesses and residents affected by a street closure. A street closure notification sheet requiring signatures from those affected will be given to the event applicant when requesting a street closure. Signatures must be submitted at least 30 days in advance of event date and are required for final permit approval. *All street closures require that at least 20ft of clearance be maintained through the middle of each street for emergency vehicle access.*

ADA Accessibility

Special Events must be assessable to persons with disabilities. Please visit www.ada.gov for additional information.

ADA Parking: There is ample accessible public parking available in the City of Lincoln's public parking lot near the event on a first come, first serve basis to vehicles displaying a handicap plate or placard.

Emergencies: Should an emergency arise; staff and volunteers will assist in making calls to get assistance. AMR Ambulance service is aware of the location of our event. There will be a First Aid box located at the event.

Restrooms: We plan to use existing facilities and/or (if porta-potties are brought in, include the following) event organizer, will provide Porta-Potties to be placed at the event, one of which will include ADA compliant features.

Service Animals: Placer County Environmental Health code prohibits animals near the food service areas; however, service animals are allowed. Your event accommodates all participants and visitors, including those with special needs.

If fencing the area, event coordinators must have ramp access for ADA participants. (Please add to map)

Cancellation Policy

To cancel events, notify the City of Lincoln special events supervisor. Written notice of cancellation must be received by mail or email no later than 5 business days prior to the event start date. Verbal cancellation will not be accepted. Once cancellation has been accepted we will not be able to reinstate the event.

The Special Event Permit Application fee is Non-refundable. It is possible that fees related to other City services may still be incurred.

Indemnification

The Permittee agrees to indemnify, defend, and hold harmless the City of Lincoln, its City Council, officers, officials, employees, agents, and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with the Permittee's use of City property, the permitted event, or any act or omission of the Permittee, its officers, employees, agents, contractors, volunteers, or participants, except to the extent caused by the sole active negligence or willful misconduct of the City of Lincoln.

This indemnification obligation shall survive the expiration or termination of this permit.

ADDITIONAL Information and Requirements

- Reservations for a special event may be made several months in advance and must be made a minimum of 3 months in advance. (a late fee may apply for those requests less than 90 days from event date)
- Applications may require a meeting by the Special Event and Incidents (SEI) Committee for approval or denial.
- Downtown Events will be limited to no more than 4 requests per year by 1 event coordinator.

Initials and Signatures

Please read each statement. Initialing next to each statement indicates your understanding and agreement with the statement. Failure to comply with the terms and conditions of the Special Event Permit may result in cancellation or early termination of the special event.

X Event sponsor agrees to abide by all of the terms and conditions contained in this application and any permit(s) issued in connection with the special event. Including ADA requirements.

X Event sponsor agrees to abide by the City of Lincoln Insurance Requirements

X Event sponsor agrees to pay the cost of all fees and City provided services, staff and equipment.

X Event sponsor agrees to pay to the City of Lincoln all costs the City may incur as a result of any failure to fully comply with all of these conditions.

X Event sponsor agrees to notify all residents and businesses that will be affected by street/ sidewalk closures and/ or amplified sound.

X Applicant declares under penalty of perjury under the laws of the State of California that the information provided in this Special Event Application is true and correct to the best of applicant's knowledge. Applicant further acknowledges that the special event may be cancelled if this application contains any intentional misrepresentations.

X Issuance of a Special Event Permit does not absolve the applicant from obtaining additional local, state or federal approvals or permits (such as ABC or TFF)

X Applicant's signature below signifies that applicant has read and understands ALL the rules and regulations.

In accordance with Section 313 of the California Corporations Code, any document executed by a corporation requires a signature from at least one person from each of the following two groups:

Group One Chairman of the Board, President or Vice President

Group Two CEO, Secretary or Treasurer

If an officer holds a title in each of the above groups (dual title), that officer may sign for each of the groups by two separate signatures with the appropriate title listed with his or her signature.

BY: _____ Date: _____

Print Name: _____ Its: _____ and

BY: _____ Date: _____

Print Name: _____ Its: _____

Agreement and Signature

I, the undersigned representative, have read the rules and regulations with reference to this application. The information contained herein is complete and accurate.

Name (printed): **Robert Bonk**

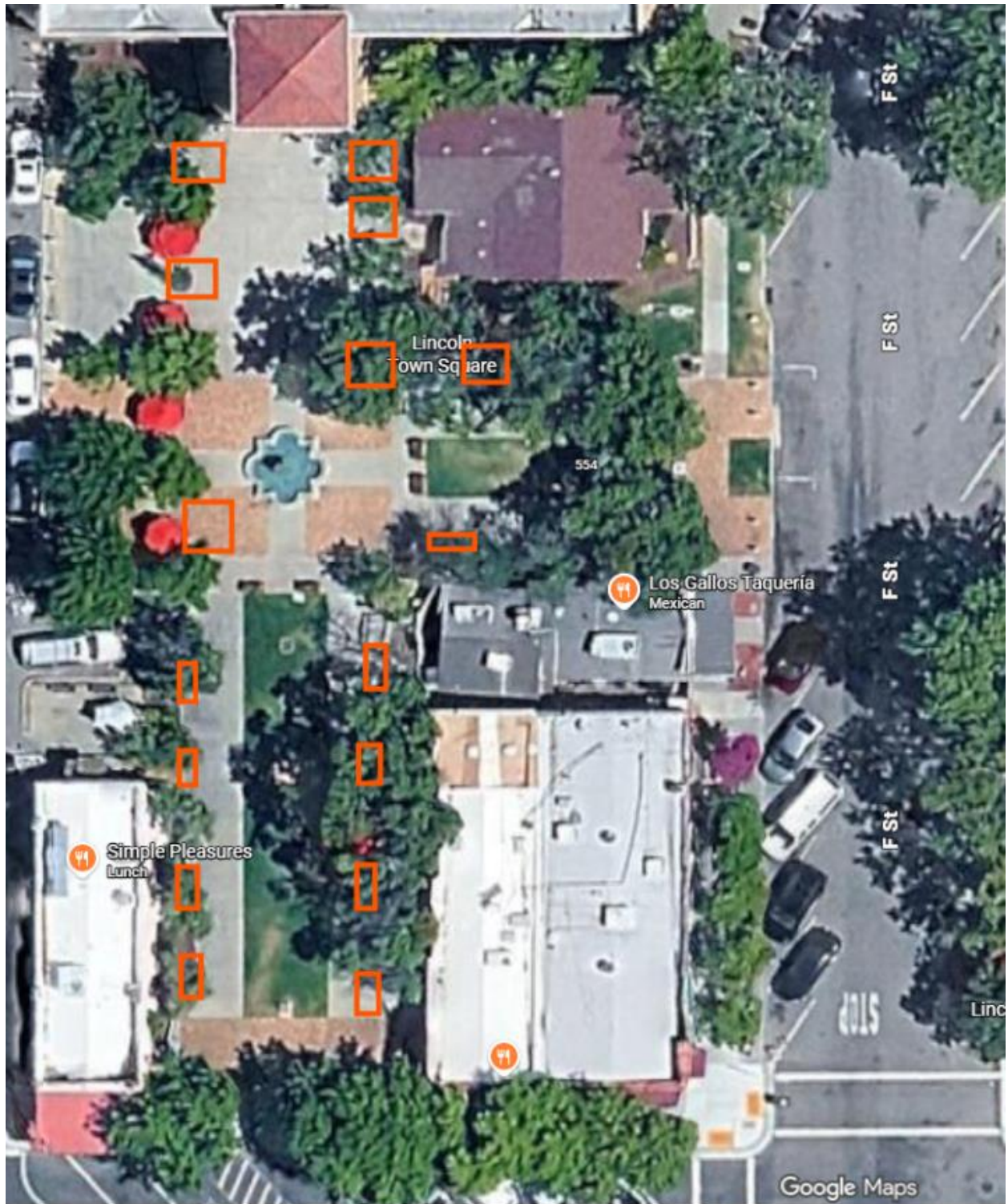
Signature: **RobertBonk**

Signer ID: HLCZADSXH9...

Date:
5/28/26

Submit application to City of Lincoln Recreation Department - Special Events 2010 First Street Lincoln, CA 95648

Placement of activities at Beermann Plaza



Street closure of F Street and placement of Farmers' Market Vendors





STAFF REPORT

Item Number 15.B

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Cooperative Funding Agreement with Placer County for Sierra College Boulevard and Twelve Bridges Drive Signalization and Intersection Improvements. (Vin Cay)

SUBMITTED BY: Jenny Tran

DEPARTMENT: Engineering

DATE: July 14, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Cooperative Funding Agreement with Placer County for Sierra College Boulevard and Twelve Bridges Road Signalization and Intersection Improvements for a total amount not to exceed \$2,317,336. A budget augmentation would be required from the unencumbered fund balance of Fund 2480 - Development Services

BACKGROUND/INTRODUCTION:

Many City of Lincoln travelers use Sierra College Boulevard, a high-speed County road, as an alternative north-south route to Interstate 80 instead of State Route 65. The County had planned for the widening and signalization of Sierra College Boulevard (from State Route 193 to south of Twelve Bridge Drive) to be tied to the pace of the nearby Bickford Ranch development with its 750th housing unit. Currently, the development is less than ½ halfway to that threshold.

Even though the Sierra College Boulevard corridor is within the Placer County's jurisdiction, it is a vital transportation facility for the City. In recent years, community members have requested that Council look into expediting the signalization at Twelve Bridge Drive to enhance safety and reduce collisions at the intersection. In April 2024 the City engaged Placer County Transportation Planning Agency (PCTPA) and Placer County staff to discuss and request acceleration of improvements at the Twelve Bridges Drive intersection. Subsequently the County and City collaborated to move the desired improvements for the entire corridor.

The County secured South Placer Transportation Regional Transportation Authority (SPRTA) funding for the southern segment of the corridor. Funding for the northern segment is an obligation of Placer County and the City as it was not part of the SPRTA fee program.

FINDINGS/ANALYSIS:

Council approval of this item will allow for completion of design and start of construction of the Sierra College Boulevard improvements, including the signalization at SR-193 and Twelve Bridge Drive. The cost for the SPRTA-eligible portion is estimated at \$6,856,057. The cost for the County/City-funded segment is estimated at \$5,138,218. The City share of the funding commitment is \$2,317,336 which is 45.1% of the total. The percentage apportionment was agreed upon by staff and is based on estimated traffic volume. County staff has indicated that construction can begin next year with all requisite funding in place.

FISCAL IMPACT:

The attached agreement set the funding amount to be provided by the City. As the widening of Sierra College Blvd benefit travelers from Lincoln and help to ensure the continued growth of the community, the funds needed will be provided from the Community Development Fund 2480. A budget augmentation from the unencumbered fund balance would be required.

Fund 2480	\$2,317,336
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ATTACHMENTS:

[Placer-Lincoln SCB-12B CoopAgreement.DOC3.AttachB.CoopAgreement.2026Jul14.vcay.pdf](#)

[Placer-Lincoln_SCB-12B_CoopAgreement.DOC2.AttachA-Resoution.2026Jul14.vcay.rfc.docx](#)

COOPERATIVE FUNDING AGREEMENT

BETWEEN THE COUNTY OF PLACER AND THE CITY OF LINCOLN FOR THE
SIERRA COLLEGE BLVD AND TWELVE BRIDGES DR SIGNALIZATION AND
INTERSECTION IMPROVEMENTS WITHIN THE COUNTY OF PLACER

THIS COOPERATIVE FUNDING AGREEMENT, hereinafter referred to as
“Agreement”, is made and entered into on _____, 2026, by and between
the County of Placer, hereinafter referred to as “COUNTY”, and the City of Lincoln,
hereinafter referred to as “CITY” (collectively “Parties”).

RECITALS

WHEREAS, the Development Agreement, hereinafter referred to as “DA”, between
COUNTY and LV Bickford Ranch, LLC, hereinafter referred to as “Developer”,
requires prior to the 650th building permit issuance, the Developer must provide to the
COUNTY for review and approval the design of signalization and intersection
improvements at the intersection of Sierra College Boulevard and Twelve Bridges
Drive, hereinafter referred to as “Project”. The Project is required to be completed
prior to the 750th building permit issuance; and

WHEREAS, the COUNTY and the CITY have a desire to accelerate the construction
of the Project earlier than the requirements contained in the DA for the Developer; and

WHEREAS, the Project will benefit COUNTY and CITY residents; and

WHEREAS, the South Placer Regional Transportation Authority, hereinafter referred
to as “SPRTA”, contains partial funding for the Project in their Capital Improvement
Program, hereinafter referred to as “CIP”; and

WHEREAS, the SPRTA Project elements that are eligible for reimbursement are
identified on Exhibit A; and

WHEREAS, the COUNTY and CITY desire to fund the elements of the Project not
included in the SPRTA CIP shown on Exhibit B; and

WHEREAS, a cooperative funding agreement is needed so that the portion of work
identified as CITY contribution may be reimbursed to the COUNTY; and,

WHEREAS, the Parties wish to enter into a written agreement to memorialize their
agreement regarding each jurisdiction’s contribution toward the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein
contained, it is agreed by and between the Parties as follows:

1. The COUNTY agrees to enter into an Agreement with the Developer to construct the Project.
2. The COUNTY will secure a 100% funding allocation from SPRTA for the costs identified on Exhibit A and C. Based on the current estimate the SPRTA allocation will be SIX MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND AND FIFTY SEVEN DOLLARS (\$6,856,057).
3. The CITY agrees to fund 45.1 percent of the actual Project costs for the work identified on Exhibit B. Based on the current estimate on Exhibit B and C, the CITY's share is not to exceed TWO MILLION THREE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED AND THIRTY SIX DOLLARS (\$2,317,336) without subsequent approval by the City.
4. The COUNTY agrees to fund 54.9 percent of the actual Project costs for the work identified on Exhibit B. Based on the current estimate on EXHIBIT B and C, the COUNTY's share is TWO MILLION EIGHT HUNDRED TWENTY THOUSAND EIGHT HUNDRED AND EIGHTY TWO DOLLARS (\$2,820,882).
5. COUNTY shall invoice CITY no more than on a _____ basis for the costs associated with the Project. COUNTY invoices shall include details of work performed. It is the intent of the Parties that CITY shall fully reimburse COUNTY for all actual Project costs of design, environmental clearance, and construction up to the full percentage stated in Section 3 of this Agreement. The CITY shall reimburse the COUNTY within 30 calendar days of receipt of the COUNTY's request for payment.
6. Term. This Agreement shall become effective upon final execution by both parties hereto and shall remain in effect until the Project has been completed and formally accepted by the COUNTY, unless terminated pursuant to Section 10 or Section 11.
7. All approvals required or permitted under this Agreement shall be delivered promptly and shall not be unreasonably withheld. This Agreement, and the rights and duties hereunder, shall not be assigned in whole or in part without the prior written consent of the other party.
8. Indemnity. COUNTY agrees to save harmless and indemnify CITY from any liability, claim or demand which may be made by any person resulting from the negligence of COUNTY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against CITY resulting from such negligence of COUNTY, and further agrees to pay or satisfy any judgment which may result from such action, but only to extent of and in proportion to the degree of negligence of COUNTY. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of CITY in its performance of the terms of this Agreement.

The CITY agrees to save harmless and indemnify COUNTY from any liability, claim or demand which may be made by any person resulting from the negligence of CITY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against COUNTY resulting from such negligence of CITY, and further agrees to pay or satisfy any judgment which may result from such action, but only to extent of and in proportion to the degree of negligence of CITY. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of COUNTY in its performance of the terms of this Agreement.

9. Insurance. It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance to cover all of its operations, specifically, but not limited to, not less than two million dollars (\$2,000,000) general liability, two million dollars (\$2,000,000) professional liability (errors & omissions), one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.
10. Commitment to Funding and Future Appropriations. The Parties acknowledge that any obligation of CITY requiring the expenditure of funds beyond the current fiscal year, or not otherwise currently appropriated, is subject to the appropriation and availability of funds by the City Council in its sole discretion and in accordance with applicable law. Nothing in this Agreement shall be construed as obligating the CITY to appropriate funds in future fiscal years.

Notwithstanding the foregoing, CITY shall use reasonable and good-faith efforts to (i) include sufficient funding for the performance of this Agreement in its proposed annual budgets during the Term, and (ii) advocate for and seek approval of such appropriations through its standard budgetary and legislative processes.

CITY shall provide COUNTY with prompt written notice upon becoming aware of any proposed or actual reduction, elimination, or failure to appropriate funds that is reasonably likely to affect the CITY's performance under this Agreement.

Upon any such notice, CITY shall remain obligated to pay COUNTY for any Project costs invoiced by COUNTY to CITY in direct reliance on this Agreement prior to receipt of the CITY's notice of non-appropriation, to the extent such costs are consistent with the terms of this Agreement.

Failure by CITY to comply with the good-faith efforts or notice obligations set forth in this Section shall constitute a material breach of this Agreement.

11. Termination Based on Lack of Funding. Either party may terminate this Agreement based upon the unavailability of federal, state, or local funds by providing written notice to the other party as soon as reasonably possible after the party learns of unavailability of funding.

12. CITY and COUNTY acknowledge that the terms of this Agreement are legally binding and enforceable. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it at any later time. Any failure by a party to perform or comply with any material obligation under this Agreement shall constitute a material breach. A material breach of this Agreement shall not relieve the breaching party of any accrued or continuing obligations under this Agreement.

Upon the occurrence of a material breach, the non-breaching party may exercise any rights and remedies available under this Agreement or at law or in equity, including termination of this Agreement, provided that the breaching party has failed to cure such breach within thirty (30) days after receiving written notice thereof.

13. Governing Law; Venue. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
14. Authority to Execute. COUNTY and CITY each represent for themselves that the persons executing this Agreement have the authority and are legally empowered to enter into this Agreement on behalf of their entity and to bind such entity to the performance of its obligations hereunder.
15. Notices. The Parties hereby designate the following persons as their principal contacts for this Agreement:

COUNTY:

County of Placer, Department of Public Works
Richard Moorehead, Deputy Director
3091 County Center Drive, Suite 220
Auburn, CA 95603

CITY:

City of Lincoln
Sean Scully, City Manager
600 Sixth Street
Lincoln, CA 95648

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Approved as to form:

County Counsel

Date: _____

“COUNTY”
COUNTY OF PLACER

By: _____
(Signature)

By: _____
Print Name and Title

Date: _____

Approved as to form:

City Attorney

Date: _____

“CITY”
CITY OF LINCOLN

By: _____
(Signature)

By: _____
Print Name and Title

Date: _____

EXHIBIT A

			PRELIMINARY ESTIMATE OF COSTS FOR		
			BICKFORD OFFSITE		
			SIERRA COLLEGE BLVD & TWELVE BRIDGES DR INTERSECTION		
			South of Twelve Bridges Drive		
			<i>Based on Preliminary Plan Lines Exhibit</i>		
			<i>September 2025</i>		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
I	CLEARING & DEMOLITION				
1.	80,000	SF	Tree Removal & Clearing	\$1.05	\$84,000
2.	2	EA	Relocate Signs	\$660.00	\$1,320
3.	4,450	SF	Sawcut, Remove Dike & AC	\$2.50	\$11,125
			TOTAL CLEARING & DEMOLITION		\$96,445
II	GRADING				
1.	52,900	CY	Earthwork (Import for 2:1 Slope)	\$68.00	\$3,597,200
2.	30	CY	Earthwork (Cut to Fill)	\$40.00	\$1,200
3.	181,500	SF	Fine Grading	\$0.45	\$81,675
			TOTAL GRADING		\$3,680,075
III	STREET WORK & CONCRETE WORK				
1.	34,750	SF	5" AC / 20" AB	\$9.50	\$330,125
2.	11,100	SF	2" Grind, Variable Overlay	\$5.00	\$55,500
3.	1,760	LF	Ashpalt Dike	\$12.00	\$21,120
4.	1,370	LF	Metal Beam Guard Rail	\$80.00	\$109,600
5.	1	LS	Striping & Signing	\$25,490.00	\$25,490
			TOTAL STREET WORK & CONCRETE WORK		\$541,835
IV	STORM DRAINAGE SYSTEM				
1.	3,500	LF	Rock Lined Ditch	\$60.00	\$210,000
2.	3	EA	Overside Drains (Rock-Lined)	\$6,600.00	\$19,800
3.	1	LF	12" Driveway Culvert	\$6,985.00	\$6,985
			TOTAL STORM DRAINAGE SYSTEM		\$236,785
IV	MISCELLANEOUS				
1.	1,350	LF	Traffic Control (K-Rail)	\$125.00	\$168,750
2.	1	LF	3-Way Signal	\$550,000.00	\$550,000
			TOTAL MISCELLANEOUS		\$718,750
			<u>COST SUMMARY</u>		
		I	CLEARING & DEMOLITION		\$96,445
		II	GRADING		\$3,680,075
		III	STREET WORK & CONCRETE WORK		\$541,835
		IV	STORM DRAINAGE SYSTEM		\$236,785
		IV	MISCELLANEOUS		\$718,750
				SUBTOTAL	\$5,273,890
				10% SOFT COST	\$527,389
				20% CONTINGENCY	\$1,054,778
				TOTAL	\$6,856,057

EXHIBIT B

PRELIMINARY ESTIMATE OF COSTS FOR					
BICKFORD OFFSITE					
SIERRA COLLEGE BLVD & TWELVE BRIDGES DR INTERSECTION					
North of Twelve Bridges Drive					
Based on Preliminary Plan Lines Exhibit					
September 2025					
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
I CLEARING & DEMOLITION					
1.	96,000	SF	Tree Removal & Clearing	\$1.05	\$100,800
2.	3	EA	Relocate Signs	\$660.00	\$1,980
3.	2,350	SF	Sawcut, Remove Dike & AC	\$2.50	\$5,875
TOTAL CLEARING & DEMOLITION					\$108,655
II GRADING					
1.	43,300	CY	Earthwork (Import for 2:1 Slope)	\$68.00	\$2,944,400
2.	3,870	CY	Earthwork (Cut to Fill)	\$40.00	\$154,800
3.	181,400	SF	Fine Grading	\$0.45	\$81,630
TOTAL GRADING					\$3,180,830
III STREET WORK & CONCRETE WORK					
1.	17,500	SF	5" AC / 20" AB	\$9.50	\$166,250
2.	13,700	SF	2" Grind, Variable Overlay	\$5.00	\$68,500
3.	1,600	LF	Ashpalt Dike	\$12.00	\$19,200
4.	1,170	LF	Metal Beam Guard Rail	\$80.00	\$93,600
5.	1	LS	Striping & Signing	\$25,490.00	\$25,490
TOTAL STREET WORK & CONCRETE WORK					\$373,040
IV STORM DRAINAGE SYSTEM					
1.	1,800	LF	Rock Lined Ditch	\$60.00	\$108,000
2.	2	EA	Overside Drains (Rock-Lined)	\$6,600.00	\$13,200
TOTAL STORM DRAINAGE SYSTEM					\$121,200
IV MISCELLANEOUS					
1.	1,350	LF	Traffic Control (K-Rail)	\$125.00	\$168,750
TOTAL MISCELLANEOUS					\$168,750
<u>COST SUMMARY</u>					
		I	CLEARING & DEMOLITION		\$108,655
		II	GRADING		\$3,180,830
		III	STREET WORK & CONCRETE WORK		\$373,040
		IV	STORM DRAINAGE SYSTEM		\$121,200
		IV	MISCELLANEOUS		\$168,750
				TOTAL	\$3,952,475
				10% SOFT COST	\$395,248
				20% CONTINGENCY	\$790,495
				TOTAL	\$5,138,218

EXHIBIT C

Bickford Ranch

Sierra College Blvd & Twelve Bridges

D

Cost Estimate

April 4, 2026

Improvement Costs

	<u>Total</u>	
Clearing & Rough Grading	\$ 7,066,005	see Cost Estimate
Storm Drainage	\$ 357,985	see Cost Estimate
Street Improvements	<u>\$ 1,802,375</u>	see Cost Estimate
Subtotal Improvement Costs	\$ 9,226,365	

Soft Costs

Environmental Review/CEQA	\$ 50,000	
Regulatory Permitting	\$ 75,000	
Wetland Resource Mitigation	\$ -	TBD
Oak Mitigation	\$ -	TBD
Civil Design 2.5%	\$ 230,659	
Signal Design	\$ 60,000	
Landscape Design	\$ 25,000	
Staking 1.0%	\$ 92,264	
Geotech 2.0%	\$ 184,527	
Plan Check & Insp 3.0%	\$ 276,791	
SWPPP Consultant	\$ 25,000	
Dry Utility consultant	\$ 25,000	
PG&E Deposits	\$ 25,000	
Constr Mgmt 6.0%	\$ 553,582	
Public Outreach	<u>\$ 25,000</u>	
Subtotal Soft Costs	\$ 1,647,823	17.9%
Totals (ALL)	\$ 10,874,188	
Contingency	<u>\$ 1,120,087</u>	12.1%

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FUNDING
AGREEMENT WITH PLACER COUNTY FOR SIERRA COLLEGE BOULEVARD AND
TWELVE BRIDGES DRIVE SIGNALIZATION AND INTERSECTION IMPROVEMENTS

WHEREAS, the Development Agreement, hereinafter referred to as “DA”, between the COUNTY and LV Bickford Ranch, LLC, hereinafter referred to as “Developer”, requires prior to the 650th building permit issuance, the Developer must provide to the COUNTY for review and approval the design of signalization and intersection improvements at the intersection of Sierra College Boulevard and Twelve Bridges Drive, hereinafter referred to as “Project”. The Project is required to be completed prior to the 750th building permit issuance; and

WHEREAS, the COUNTY and the CITY have a desire to accelerate the construction of the Project earlier than the requirements contained in the DA for the Developer; and

WHEREAS, the Project will benefit COUNTY and CITY residents; and

WHEREAS, the South Placer Regional Transportation Authority, hereinafter referred to as “SPRTA”, contains partial funding for the Project in their Capital Improvement Program, hereinafter referred to as “CIP”; and

WHEREAS, the SPRTA Project elements that are eligible for reimbursement are identified on Exhibit A; and

WHEREAS, the COUNTY and CITY desire to fund the elements of the Project not included in the SPRTA CIP shown on Exhibit B; and

WHEREAS, a cooperative funding agreement is needed so that the portion of work identified as CITY contribution may be reimbursed to the COUNTY; and

WHEREAS, the Parties wish to enter into a written agreement to memorialize their agreement regarding each jurisdiction’s contribution toward the Project.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln authorizes the City Manager to execute a Cooperative Funding Agreement with Placer County for Sierra College Boulevard and Twelve Bridges Road Signalization and Intersection Improvements for a total amount not to exceed \$2,317,336 and a budget augmentation from the unencumbered fund balance of Fund 2480 – Development Services.

PASSED AND ADOPTED this 14th day of July, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk