CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
November 10, 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_KhDfeQpMRf2bzBJcY_24gw
or participate by calling US: +1 (669) 900-6833
use ID #876 9143 8618
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	Zach Eaton, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurburn, 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.Lincolnca.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 - 4:00 pm

1.A **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.B

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.C **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9 Name of Case: (Khachadourian v. Cook, et al., Placer County Superior Court Case No. S-CV-0051202)

1.D **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code §54956.9(d)(4): Two (2) potential cases

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. ROLL CALL

8. REPORT FROM CLOSED SESSION (if any)

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 Adopt a Resolution Authorizing the Execution of Claims for Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year 2026/27. (Nita Wracker)

13.B Adopt a Resolution Approving Crack Seal & Seal Coat Airport Apron Project CIP 720, Award Construction Contract with Maxwell Asphalt, Inc., Execute Task Order with Brandley Engineering for Construction Management & Inspection Services, and Execute Grant Agreements with Federal Aviation Administration and Caltrans Aeronautics. (Roland Neufeld)

13.C Adopt a Resolution (1) Approving the Improvement Plans for Stardust Unit 1; (2)

Approving Stardust Unit 1 Final Map; (3) Authorizing the City Manager to Execute the Subdivision Improvement Agreements for Stardust Unit 1; and (4) Authorizing the City Clerk to Sign the Clerk's Statement and Record the Final Map and Subdivision Improvement Agreement. (Kaylie Tavenner)

13.D Adopt a Resolution (1) Approving Annexation No. 31, Auburn Ravine Estates (Epick 1 & 2) into the City of Lincoln's Community Facilities District No. 2018-1 (City Maintenance Services) and (2) Approving Annexation No. 19, Auburn Ravine Estates (Epick 1 & 2) into the City of Lincoln's Community Facilities District No. 2018-2 (Public Services). (Michael Durkee)

13.E Adopt a Resolution Approving Contract Amendment No. 4 with S. Groner Associates for Continuation of Organic Recycling Education and Outreach. (Angela Frost)

13.F Adopt a Resolution (1) Authorizing Budget Augmentation in the Amount of $135,000 to Fund 2480 and (2) Authorizing the City Manager to Execute a Contract for Managed Services with Accela in an Amount Not-to-Exceed $277,173. (Jennifer Brown)

13.G Adopt a Resolution Accepting the Notice of Completion for Verdera Tank #3 Ladder Retrofit Capital Improvement Project (CIP) 715 and Authorizing the City Clerk to File the Notice of Completion with the Placer County Recorder. (Vin Cay)

13.H Adopt a Resolution Approving the Extension of Term Expirations from December 2026 to June 2027 for those Applicable Appointments to City of Lincoln Boards, Commissions, and Committees. (Hope Ithurburn)

14. PUBLIC HEARINGS

14.A Introduce and Waive the Full Reading by Title Adding Section 13.04.435 to the Lincoln Municipal Code Prohibiting Irrigation of Nonfunctional Turf Ordinance. (Chris Nelson)

14.B Introduce and Waive the Full Reading, and by Title Only Add an Ordinance of the City Council of the City of Lincoln Adding Chapter 5.45, Cannabis Business Pilot Program, to Title 5, Business Taxes, Licenses and Regulations, of the Lincoln Municipal Code. (Sean Scully)

15. GENERAL BUSINESS

15.A Adopt a Resolution to Authorize the Execution and Delivery of a Joint Community Facilities Agreement Relating to the California Municipal Finance Authority CFD No. 2021-9, County of Placer - Bickford Ranch. (Sean Scully)

15.B Adopt Resolution Approving Revisions to the Temporary/Seasonal Salary Schedule effective January 1, 2027. (Veronica Rodriguez)

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.lincolnca.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: Adopt a Resolution Authorizing the Execution of Claims for Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year 2026/27. (Nita Wracker)

SUBMITTED BY: Ruthann Codina

DEPARTMENT: Finance

DATE: November 10, 2026

STAFF RECOMMENDATION:

Council Adopt a Resolution to Approve and Authorize Execution of Fiscal Year 2026/27 Claims for Local Transportation Funds (LTF) in the amount of $4,347,245 and State Transit Assistance Funds (STA) in the amount of $517,304.

BACKGROUND/INTRODUCTION:

Each year local transportation funding is made available to local agencies and transit operators through the Local Transportation Fund established by the Transportation Development Act. These funds are for the development and support of public transportation needs and are allocated to areas in each county based on population, taxable sales and transit performance. Placer County Transportation Planning Agency (PCTPA) approves the apportionment and the annual transportation claim from each agency. The claims for the City of Lincoln for fiscal year 2026/27 are as follows:

- State Transit Assistance for Transit Contracted Services: $ 517,304
- Local Transportation Assistance for Transit Contracted Services: $1,040,800
- Local Transportation Assistance for Streets and Roads: $3,306,445

FINDINGS/ANALYSIS:

The allocation received provides funding to cover all costs associated with the City's contracted Transit services with Placer County Transit with the balance remaining allocated to the Streets Fund for citywide streets projects.

FISCAL IMPACT:

Upon approval and execution of the Claim, and receipt of the funds, the City will record revenue to the following accounts:

• State Transit Assistance (STA)	7400 32260	$ 517,304
• Transit Local Transportation Funds (LTF)	7400 31150	$1,040,800
• Streets and Roads (LTF)	2230 31160	$3,306,445

ATTACHMENTS:
TDA_Resolution_26.27.docx

Final FY 26-27 STA Fund Allocation.pdf

Final FY 26-27 LTF Apportionment.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AND AUTHORIZING THE EXECUTION OF THE 2026/27 LOCAL TRANSPORTATION FUNDS AND 2026/27 STATE TRANSIT ASSISTANCE FUNDS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA).

WHEREAS, the California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600 authorizes local transportation funding available through the Local Transportation Fund established by the Transportation Development Act; and

WHEREAS, the Placer County Transportation Planning Agency (PCTPA) is authorized to receive and approve all claims for Local Transportation Funds and State Transit Assistance funds; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Lincoln does hereby approve the 2026/27 Transportation Development Act Claim(s) to the Placer County Transportation Planning Agency as follows:

For the fiscal year 2026/27, $517,304 of State Transit Assistance for Transit contracted services, $1,040,800 of Local Transportation Funds for Transit contracted services and $3,306,445 of Local Transportation Funds for Streets and Roads.

PASSED AND ADOPTED this 10th day of November, 2026.

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2026/27 STATE TRANSIT ASSISTANCE (STA) FUND FINAL ALLOCATION ESTIMATE
(EXCLUDING TAHOE BASIN)
AUGUST 2026

PUC 99313 Allocation	$4,071,669
PUC 99314 Allocation	$679,748
Total STA Allocation[(1)]	$4,751,417
Less 4.5 Percent Allocation of PUC 99313 to WPCTSA[(2)]	$183,225
Total PUC 99313 Allocation Available to Jurisdictions	$3,888,444
Total STA Allocation Available to Jurisdictions	$4,568,192

FY 2026/2027 Jurisdiction PUC Section 99313 STA Fund Allocation

Jurisdiction	January 2026 Population[(3)]	PUC 99313 Population Percentage	PUC 99313 Population Allocation
Placer County	105,512	24.85%	$966,152
Auburn	13,506	3.18%	$123,672
Colfax	2,020	0.48%	$18,497
Lincoln	56,494	13.30%	$517,304
Loomis	6,822	1.61%	$62,468
Rocklin	74,842	17.62%	$685,313
Roseville	165,455	38.96%	$1,515,038
TOTAL	424,651	100.00%	$3,888,444

Notes: (1) 2026/2027 State Transit Assistance Allocation Final Estimate, California State Controller Division of Accounting and Reporting, August 1, 2026.
(2) 4.5% of unencumbered PUC 99313 Allocation is allocated to WPCTSA.
(3) Table E-1: City/County Population Estimates January 1, 2025 to January 1, 2026, DOF, released May 1, 2026.
PUC = Public Utilities Code

FY 2026/2027 Jurisdiction PUC 99314 STA Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis[(4)]	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC Section 99313 + 99314 Total Jurisdiction Allocation
Placer County	$7,137,582	83.4%	$567,250	$1,533,402
Auburn	$61,956	0.7%	$4,924	$128,596
Colfax	$0	0.0%	$0	$18,497
Lincoln	$0	0.0%	$0	$517,304
Loomis	$0	0.0%	$0	$62,468
Rocklin	$0	0.0%	$0	$685,313
Roseville	$1,353,589	15.8%	$107,575	$1,622,613
TOTAL	$8,553,127	100.0%	$679,748	$4,568,192

Notes: (4) 2026/2027 State Transit Assistance Allocation Final Estimate, California State Controller Division of Accounting and Reporting, August 1, 2026.

PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

FINAL FINDINGS OF APPORTIONMENT FOR FY 2026/2027

LOCAL TRANSPORTATION FUND (LTF)

AUGUST 2026

		FY 2025/2026 Estimated Fund Balance Subtotal [1]	FY 2026/2027 Revenue Subtotal	FY 2026/2027 Apportionment Total
PLACER COUNTY LTF REVENUE ESTIMATE		$3,438,172	$35,028,570	**$38,466,742**
TRPA Revenue Estimate [2]	2.33934268%		$829,822	$829,822
TRPA LTF Fund Balance		$85,772		$85,772
TRPA TOTAL			$829,822	$915,594
County Auditor Administrative Costs			$264	$264
BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA				**$915,330**
PCTPA Revenue Estimate	97.66065732%		$33,514,773	$33,514,773
PCTPA LTF Fund Balance		$3,352,399		$3,352,399
PCTPA TOTAL			$33,514,773	**$36,867,172**
County Auditor Administrative Costs			$8,736	$8,736
PCTPA Administrative and Planning Costs [3]			$475,000	$475,000
Pedestrian and Bicycle Allocation [4]		$67,048	$660,621	$727,669
Community Transit Service Article 4.5 Allocation [5]		$147,841	$1,456,669	$1,604,510
BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA		$3,137,510	$30,913,748	**$34,051,258**

Apportionment of FY 2026/2027 PCTPA LTF Revenue Estimate by Jurisdiction					
Jurisdiction	**Population January 1, 2026**	**Percent (%)**	**FY 2026/2027 Allocation Subtotal**	**FY 2025/2026 Carryover Apportionment[6]**	**Revenue Apportionment**
PLACER COUNTY	105,512	24.84675651%	$7,681,064	$787,729	$8,468,792
AUBURN	13,506	3.18049410%	$983,210	$101,309	$1,084,519
COLFAX	2,020	0.47568474%	$147,052	$15,220	$162,272
LINCOLN	56,494	13.30363051%	$4,112,651	$415,730	$4,528,381
LOOMIS	6,822	1.60649569%	$496,628	$51,005	$547,633
ROCKLIN	74,842	17.62435506%	$5,448,349	$557,957	$6,006,305
ROSEVILLE	165,455	38.96258339%	$12,044,795	$1,208,560	$13,253,355
TOTAL	**424,651**	**100.00%**	**$30,913,748**	**$3,137,510**	**$34,051,258**

Apportionment of FY 2026/2027 PCTPA LTF Revenue Estimate Available to Claimant			
Jurisdiction	**Revenue Apportionment**	**Planning Contribution[7]**	**Available to Claimant[8]**
PLACER COUNTY	$8,468,792	($338,752)	$8,130,041
AUBURN	$1,084,519	($43,381)	$1,041,139
COLFAX	$162,272	($6,491)	$155,781
LINCOLN	$4,528,381	($181,135)	$4,347,245
LOOMIS	$547,633	($21,905)	$525,728
ROCKLIN	$6,006,305	($240,252)	$5,766,053
ROSEVILLE	$13,253,355	($530,134)	$12,723,221
TOTAL	**$34,051,258**	**($1,362,050)**	**$32,689,207**

NOTES:

1) FY 2026/2027 LTF balance based on August 1, 2026 Preliminary Estimated LTF Fund Estimate provided by the Placer County Auditor
2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see box below).
3) Apportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2026/27 Final Overall Work Program and Budget, May 27, 2026.
4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.
   FY 2026/27 Article 4.5 allocation is set at 4.5%.
6) FY 2025/26 carryover apportionment (see next page) uses May 2025 DOF population estimates.
7) PCTPA receives 4% of apportionment for regional planning purposes and implementation of federal planning requirements.
8) Assumes 0.5% growth in revenue over FY 2025/26

January 1, 2026 DOF Population Estimates[1]		
TRPA Population[2]	10,172	2.33934268%
PCTPA Population	424,651	97.66065732%
TOTAL	434,823	100.00000000%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2025 to January 1, 2026, DOF, released May 1, 2026.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2026, DOF, June 4, 2026.

Printed:8/4/2026

Calculation of FY 2026/2027 PCTPA LTF Carryover

Using 2025 Population - Western Slope

Amount of FY 2025/2026 Carryover: **$3,137,510**

POPULATION				
JURISDICTION	**January 1, 2025[(1)]**	**PERCENT**	**FY 2025/2026 CARRYOVER ALLOCATION**	**TOTAL CARRYOVER ALLOCATION**
PLACER COUNTY	103,305	25.11%	$787,729	$787,729
AUBURN	13,286	3.23%	$101,309	$101,309
COLFAX	1,996	0.49%	$15,220	$15,220
LINCOLN	54,520	13.25%	$415,730	$415,730
LOOMIS	6,689	1.63%	$51,005	$51,005
ROCKLIN	73,172	17.78%	$557,957	$557,957
ROSEVILLE	158,494	38.52%	$1,208,560	$1,208,560
TOTAL	**411,462**	**100.00%**	**$3,137,510**	**$3,137,510**

Sources:

1. Table E-1: City/County Population Estimates January 1, 2024 to January 1, 2025, DOF, May 1, 2025.

2. FY 2025/26 LTF balance based on August 1, 2025 Final LTF Fund Estimate provided by the Placer County Auditor

Printed:8/4/2026

STAFF REPORT

Item Number 13.B

SUBJECT: Adopt a Resolution Approving Crack Seal & Seal Coat Airport Apron Project CIP 720, Award Construction Contract with Maxwell Asphalt, Inc., Execute Task Order with Brandley Engineering for Construction Management & Inspection Services, and Execute Grant Agreements with Federal Aviation Administration and Caltrans Aeronautics. (Roland Neufeld)

SUBMITTED BY: Roland Neufeld

DEPARTMENT: Engineering

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a Resolution related to the Crack Seal & Seal Coat Airport Apron Project (CIP 720):

1. Authorizing the City Manager to execute a contract for construction with Maxwell Asphalt, Inc. in the amount of $258,500; and

2. Authorizing the City Engineer to approve change orders not to exceed $26,000; and

3. Authorizing the City Manager to execute a Task Order with Brandley Engineering in the amount of $116,000 for Construction Management & Inspection services; and

4. Authorizing the City Manager to execute three Grant Agreements with the Federal Aviation Administration (FAA) in the amount of $228,550 (Airport Improvement Program Grant 33), $140,904 (Airport Infrastructure Grant 34), and $269,569 (Airport Infrastructure Grant 35); and

5. Authorizing the City Manager to execute a Grant Agreement with the State of California Department of Transportation Division of Aeronautics in the amount of $11,428.

BACKGROUND/INTRODUCTION:

The Fiscal Year 2025/26 budget includes $659,000 for CIP 720: Crack Seal & Seal Coat Airport Apron Project.

Preventative maintenance is required to prolong the life of the asphalt on the aircraft parking apron of the Lincoln Regional Airport. This project will seal the existing cracks in the asphalt and then place a seal coat over the asphalt on the airport apron.

In March 2026, Brandley Engineering, the City's airport consultant, submitted the final project plans and specifications.

On March 12, 2026, the invitation for bids was advertised in the Lincoln News Messenger and posted online on PlanetBids. The City Clerk received bids from six responsive contractors on April 9, 2026, at 2:00 pm (see Attachment A).

The bid results are as follows:

Contractor	Bid Amount
Maxwell Asphalt, Inc.	$258,500
CR Contracting	$354,175
American Road Maintenance	$381,500
Q&D Construction	$482,500
Anderson Striping	$529,246
Santos Excavating	$624,827

Maxwell Asphalt, Inc. was the lowest responsive, responsible bidder.

Following FAA requirements, a final application for federal assistance was submitted to the

FAA after construction bids were received for an Airport Improvement Program (AIP) grant in the amount of $228,550.

Additionally, a final application for federal assistance was submitted to the FAA after construction bids were received for an Airport Infrastructure Grant (AIG) in the amount of $140,904.

Staff became aware that additional AIG funds were available and submitted a second final application for federal assistance to the FAA after construction bids were received for an Airport Infrastructure Grant (AIG) in the amount of $269,569.

FINDINGS/ANALYSIS:

On September 10, 2026 staff received the executed FAA AIP grant in the amount of $228,550, (see Attachment B).

On September 8 and September 10, 2026 staff received the executed FAA AIG grants in the amount of $269,569 and $140,904, respectively, (see Attachment C). Because the City received additional AIG funding beyond what was originally envisioned, the area that can be crack sealed and seal coated can be expanded. Staff recommends that City Council authorize the City Manager to execute a contract for construction with Maxwell Asphalt, Inc. in the amount of $258,500 now (see Attachment D), and that the additional work will be negotiated with the contractor at a future date under contract change order, per California Public Contract Code.

Following receipt of the FAA grant, staff was then eligible to apply for State of California Department of Transportation – Division of Aeronautics Grant, for 5% of the FAA AIP Grant. On October 5, 2026 staff received a State Division of Aeronautics Grant in the amount of $11,428 (see Attachment E).

Per Federal Aviation Administration (FAA) requirements, construction management and inspection services will be performed by the City's on-call Airport engineering firm, Brandley Engineering. Brandley Engineering submitted a scope and fee to perform the construction management and inspection services work in the amount of $116,000 (see Attachment F). The scope and fee were reviewed by City Staff, the FAA and an independent airport engineering consultant per FAA requirements. The scope and fee were determined to be reasonable given the level of effort required to complete the work.

ENVIRONMENTAL REVIEW:

The project is categorically excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act (NEPA), see Attachment G.

Additionally, the project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 12, CA Code of Regulations, 15301(c), see Attachment H.

LEVINE ACT COMPLIANCE:

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 matter does not implicate the disclosure requirements of the Levine Act.

FISCAL IMPACT:

Project Funding:

Fund 7500 - Airport Fund	$ 22,140
Fund 7500 - California DOT – Division of Aeronautics Grant	$ 11,428
Fund 7550 - FAA AIP Grant (33)	$ 228,550
Fund 7550 - FAA AIG Grant (34)	$ 140,904
Fund 7550 - FAA AIG Grant (35)	$ 269,569
Total Project Funding	**$ 672,591**

Project Expenses:

Engineering Design (Brandley Engineering)	$ 65,000
Construction Management & Inspection (Brandley Engineering)	$ 116,000
Construction Contract (Maxwell Asphalt, Inc.)	$ 258,500
Construction Change Orders (Maxwell Asphalt, Inc.	$ 26,000

Total Project Expenses **$ 465,500**

As previously stated, more federal grant funds were awarded than were originally anticipated at the time of budget creation. The project budget will be adjusted at mid-year to account for this.

ATTACHMENTS:
Resolution

Attachment A - Construction Bids.pdf

Attachment B - FAA AIP Grant.pdf

Attachment C - FAA AIG Grants.pdf

Attachment D - Construction Contract Maxwell.pdf

SKM_C45826110615140.pdf

Attachment F - CM & Inspection Task Order â€“ Brandley Engineering.pdf

Attachment G - NEPA â€“ Categorical Exclusion.pdf

Attachment H - CEQA â€“ Categorical Exemption.pdf

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 MAXWELL ASPHALT, INC. IN THE AMOUNT OF $258,500 AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $26,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH BRANDLEY ENGINEERING IN THE AMOUNT OF $116,000 FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THREE GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) IN THE AMOUNTS OF $228,550 (AIP GRANT 33), $140,904 (AIG GRANT 34), AND $269,569 (AIG GRANT 35); AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION – DIVISION OF AERONAUTICS IN THE AMOUNT OF $11,428, RELATED TO THE CRACK SEAL & SEAL COAT AIRPORT APRON PROJECT: CIP 720.

WHEREAS, the Fiscal Year 25/26 budget includes funding for CIP 720: Crack Seal & Seal Coat Airport Apron Project; and

WHEREAS, final project plans and specifications were prepared by Brandley Engineering in March, 2026; 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 April 9, 2026; and

WHEREAS, Maxwell Asphalt, Inc. was determined to be the responsible bidder submitting the lowest responsive bid in the amount of $258,500; and

WHEREAS, on April 23, 2026 the City of Lincoln submitted a grant application to the Federal Aviation Administration (FAA) requesting $228,550 in Airport Improvement Program (AIP) grant funds and two grant applications to the FAA for Airport Infrastructure Grant (AIG) funds in the amounts of $269,569 and $140,904 for the Crack Seal & Seal Coat Airport Apron Project; and

WHEREAS, on September 10, 2026 staff received the executed FAA AIP grant in the amount of $228,550; and

WHEREAS, on September 8 and September 10, 2026 staff received the executed FAA AIG grants in the amount of $269,569 and $140,904, respectively; and

WHEREAS, on September 13, 2026 the City of Lincoln submitted a grant application to the State of California Department of Transportation – Division of Aeronautics in the amount of $11,428, equal to 5% of the FAA AIP grant amount; and

WHEREAS, on October 5, 2026 staff received a State Division of Aeronautics Grant in the amount of $11,428; and

WHEREAS, Brandley Engineering provided a scope of work and cost proposal to conduct the necessary construction management and inspection services related to the aforementioned project; and

WHEREAS, City staff, the FAA and an independent cost estimator, determined that Brandley's scope of work and cost proposal was reasonable given the level of effort required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The City Manager to execute a contract for construction with Maxwell Asphalt, Inc. in the amount of $258,500; and

2. The City Engineer to approve change orders not to exceed $26,000; and

3. The City Manager to execute a Task Order with Brandley Engineering in the amount of $116,000 for Construction Management & Inspection services; and

4. The City Manager to execute three Grant Agreements with the Federal Aviation Administration in the amount of $228,550 (Airport Improvement Program Grant 33), $140,904 (Airport Infrastructure Grant 34), and $269,569 (Airport Infrastructure Grant 35); and

5. The City Manager to execute a Grant Agreement with the State of California Department of Transportation Division of Aeronautics in the amount of $11,428.

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

III. BID PROPOSAL, DESIGNATION OF SUBCONTRACTORS FORM, BIDDER'S BOND & NON-COLLUSION AFFIDAVIT

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1,2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* Thirty thousand Dollars and zero Cents Lump Sum	Lump Sum	$ 30,000 *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Twenty five thousand Dollars and zero Cents Lump Sum	Lump Sum	$ 25,000
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) one Dollars and fifty Cents per Linear Foot	$ 1.50	$ 42,000
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) two Dollars and zero Cents per Linear Foot	$ 2.00	$ 66,000
5	56,000 SY	Asphalt Surface Treatment (P-608) three Dollars and zero Cents per Square Yard	$ 3.00	$ 168,000
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) two Dollars and zero Cents per Square Foot	$2.00	$10,000
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) three Dollars and zero Cents per Square Foot	$3.00	$6,900
8	6,900 SF	Airfield Marking (P-620) four Dollars and zero Cents per Square Foot	$4.00	$27,600
9	600 LBS	Reflective Media (P-620) ten Dollars and zero Cents per Pound	$10	$6,000
		TOTAL BID AMOUNT	$381,500	

Three hundred eighty one thousand five hundred dollars

Base Bid Total: $381,500

American Road Maintenance

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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

4554 E Eco Industrial Pl

Tucson, AZ 85756

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) American Road Maintenance

b) Joe Coghill / President 100%

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.: 982100 CA

Type of License: C32

Expiration Date: 4/30/27

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Joseph Coghill

Relationship to Bidder: owner

DIR Registration Number: 1000041515

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 4-6-26

Signature of Bidder:

J Coghill CONTRACTOR

Sign here:

J Coghill

By: Joseph Coghill
Type Name

-AND-

Sign here:

By: Kyle Pavuson - Officer
Type Name

American Road Maintenance
4554 E Eco Industrial
Street Address

Tucson Az 85756
City, State and Zip

630-417-0227
Telephone (Include Area Code)

Joe@ARMWestCoast.com
Email Address

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.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number: AIP/AIG No: 3-06-0120-033/034-2026

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: No Subcontractors to be used City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: AIP/AIG No: 3-06-0120-033/034-2026

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: No Subcontractors to be used City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, American Road Maintenance, Inc., as Principal, and Employers Mutual Casualty 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 (10%) of the Total Amount Bid------DOLLARS ($----------). 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 April 9, *2026*, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport

AIP/AIG No: 3-06-0120-033/034-2026

.

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 one hundred eighty (180) 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 1st day of April, 2026.

American Road Maintenance, Inc. (SEAL)

Joe Cogtill - President (SEAL)

(SEAL)

Kyle Pawson - Officer

PRINCIPAL

Employers Mutual Casualty Company (SEAL)

(SEAL)

Edward N. Hackett, Attorney-in-Fact (SEAL)

SURETY

717 Mulberry Street

Des Moines, IA 50309-3872

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — 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 Orange)

On April 1, 2026 *Date* before me, Carly P. Matlock, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Edward N. Hackett *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.

CARLY P. MATLOCK
COMM. #2423661
Notary Public - California
Orange County
My Comm. Expires Oct. 27, 2026

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 carlymatlock *Signature of Notary Public*

Place Notary Seal Above

Description of Attached Document

Title or Type of Document: American Road Maintenance, Inc. Bid Bond Document Date: April 1, 2026

Number of Pages: 2 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward N. Hackett	Signer's Name:
□ Corporate Officer – Title(s):	□ Corporate Officer – Title(s):
□ Partner - □ Limited □ General	□ Partner - □ Limited □ General
□ Individual ☑ Attorney in Fact	□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
□ Other:	□ Other:
Signer is Representing: Employers Mutual Casualty Company	Signer is Representing:

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emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Edward Hackett

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

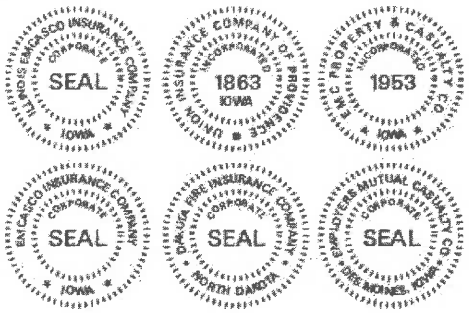
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals



AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of April, 2026.

Vice President

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **Nº 07690**

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Employers Mutual Casualty Company

of Des Moines, Iowa *, organized under the laws of* Iowa *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 4th *day of* March, 2003, *I have hereunto set my hand and caused my official seal to be affixed this* 4th *day of* March, 2003.

John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
for Ida Zodrow - Acting Chief *Deputy*

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Orange)

In accordance with Public Contract Code section 7106, *(Name)* Kyle Paulson, being first duly sworn, deposes and says that he/she is *(Title)* Officer of *(Company)* American Road Maintenance, 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:

American Road Maintenance
Name of Firm

4/6/26
Signature Kyle Paulson - Officer 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 2026.

NOTARY PUBLIC _____

END OF DOCUMENT

SEE ATTACHED CERTIFICATE

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 Orange

Subscribed and sworn to (or affirmed) before me on this 6 day of April,

20 26 by Kyle Paulson,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KARL D. DEQUILLETTES
Notary Public - California
Orange County
Commission # 2439035
My Comm. Expires Feb 24, 2027

Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(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 no later than 4pm on the next business day following 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	American Road Maintenance	4554 E Eco Industrial Pl Tucson, AZ 85756	1000041545
All scopes			
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
No Subcontractors to be used			

(Attach additional sheets if necessary.)

By: _____

Bidders Signature Kyle Pawson - Officer

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's total bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 4/6/26 **SIGNED BY** _____

Kyle Paulson / Officer

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☑ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto. We don't own or operate any off-road diesel fleet equipment in California, so these CARB emissions rules don't apply to our business

4/6/26
Date

Signature Kyle Parker - Officer

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Murray Field Pavement Rehab Runway
   Owner: City of Eureka
   Construction Cost: 750,000
   Construction Time: 14 Days Calendar Days
   Owner's Representative: Derek Kuntz
   Owner's Telephone No.:(707) 289 5535
   Date of substantial or final completion: 30 September 2025

2. Project Name: Monterey Airport Runway 10R-28L
   Owner: City of Monterey
   Construction Cost: 475,000
   Construction Time: 7 Days Calendar Days
   Owner's Representative: Jeane O Donnell
   Owner's Telephone No.:(831) 768-2719
   Date of substantial or final completion: Sept 7 2025

3. Project Name: Apron F Pavement Preservation
   Owner: City of Sonoma
   Construction Cost: 225,000
   Construction Time: 5 Days Calendar Days
   Owner's Representative: City of Sonoma
   Owner's Telephone No.:(707) 565-7245
   Date of substantial or final completion: 10-1-25

4. Project Name: Bishop Runway 12-30 Surface treatment
Owner: City of Bishop
Construction Cost: 687,000
Construction Time: 14 Days Calendar Days
Owner's Representative: Ashley Helms
Owner's Telephone No.: (760) 878 0200
Date of substantial or final completion: 3-15-25

5. Project Name: ADOT Aero statewide
Owner: Cochise College
Construction Cost: 100,000
Construction Time: 4 Days Calendar Days
Owner's Representative: Belinda Burnett
Owner's Telephone No.: (520) 417 4028
Date of substantial or final completion: February 10 2026

6. Project Name: Rolle Airfield
Owner: City of Rolle - Yuma
Construction Cost: 350,000
Construction Time: 7 Days Calendar Days
Owner's Representative: Brandon Robson
Owner's Telephone No.: (602) 906-1185
Date of substantial or final completion: 3-25-26

7. Project Name: Marana Airfield pavement maintenance
Owner: City of marana
Construction Cost: 550,000
Construction Time: 10 Days Calendar Days
Owner's Representative Brian Howard
Owner's Telephone No.: (602) 908 0491
Date of substantial or final completion: 4-5-26

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

see attached list

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility
see attached list	

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

American Road Maintenance
Name of Bidder

982100 CA
Contractor's License No.

Signature of Bidder

Kyle Paulson / Officer
Title of Signator

4/6/26
Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(I) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Kyle Paulson / Officer

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352 N/A

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

---

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: American Road Maintenance | Certified DBE: ☐ Yes ☑ No

Firm Address: 4554 E Eco Industrial Pl | City: Tucson | State: AZ | Zip Code: 85756

Contact Name: Kyle Paulson | Email Address: kyle@armwestcoast.com | Phone: 480-309-7102

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
238990 All Scopes	☐ Black American ☑ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☑ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☑ Over $10 million
Gender of Majority Owner			
☑ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: No Subcontractors to be used | Certified DBE: ☐ Yes ☐ No

Firm Address: | City: | State: | Zip Code:

Contact Name: | Email Address: | Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: | Certified DBE: ☐ Yes ☐ No

Firm Address: | City: | State: | Zip Code:

Contact Name: | Email Address: | Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Please copy page if you need to add more subcontractors.

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: American Road Maintenance
Firm Address: 4554 E Eco Industrial Pl City: Tucson State: AZ Zip Code: 85756
Contact Name: Kyle Paulson Email Address: kyle@armwestcoast.com Phone: 480-309-7102

Small Business Firms to be Utilized

Firm Name: None
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: Company Name: American Road Maintenance
Print Name: Kyle Paulson Date: 4/6/26
Title: Officer

Reviewer Certification (For use by Sponsor Only)

Signature: Company Name:
Print Name: Date:
Title:

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.26 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name: American Road Maintenance

Firm Address: 4554 E Eco Industrial Pl City: Tucson State: AZ Zip Code: 85576

Contact Name: Kyle Paulson Email Address: kyle@armwestcoast.com Phone: 480-309-7102

Business Profile

Describe the primary activities of your firm:	Associated NAICS Codes:
Not seeking to participte	

Number of Employees

Full-time: _____ Part-time: _____ Total: _____

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: American Road Maintenance

Print Name: Kyle Paulson Date: 4/6/26

Title: Officer

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____



List of Airfield Jobs Completed in the Last Three Years

Airport	Job Total
Alamo Landing Field	$21,661.20
Andrew Othole Memorial Airport	$199,205.00
ASI	$20,078.10
Aspen CO-Proline	$44,138.70
Aspen/Pitkin County Airport	$1,940,052.74
Atmore Airport	$89,250.00
Atoka Municipal Airport	$190,955.40
Atwood Rawlins County Airport	$157,242.30
Aztec Municipal Airport	$133,761.44
Banning Municipal Airport	$324,666.05
Beatty Airport	$127,545.00
Belen Airport	$204,082.80
Bell Helicopter Practice Airfield	$188,721.50
Benson Airport	$182,162.03
Bert Mooney Airport	$772,981.86
Big Sky Field Airport	$85,910.31
Bluegrass Airport	$41,878.00
Boundary County Airport	$196,780.00
Brownwood Airport	$252,710
Bullhead City Airport	$59,362.30
Burbank Airport	$58,641.50
Camdenton Airport	$178,659.80
Camp Pendleton	$241,405.50
Carson City Airport	$284,983.40
Caruthersville Memorial Airport	$280,199.70
Casper/Natrona County Intnl Airport	$928,301.53
Centenniel Airport	$176,250.00
Central Colorado Regional Airport	$271,587.90
Chandler Municipal Airport	$97,710.00
Chattanooga Airport	$30,000.00
Clayton Airport	$47,762.50
Cleburne Regional Airport	$166,333.50
Cochise Aviation College	$131,173.20
Harriet Alexander Field-Salida	$165,771.00
Kit Carson County Airport-Burlington	$203,362.70
Converse County Airport	$41,626.72
Dawson Community Airport Glendive MT	$403,747.98
Delta Regional Airport	$162,970.00
Deming Municipal Airport	$171,040.60
Driggs-Reed Memorial Airport	$244,223.45
Durango Airport	$202,611.40
Espanola Municipal Airport	$294,375.00
Fall River Mills Airport	$128,715.00
Farmington Airport	$210,599.15
Fort Morgan	$122,342.50
French Valley Airport	$120,730.00
Fresno Yosemite Itnl Airport	$184,800.00

Airport	Job Total
FT Dodge	$661,386.60
Ft Worth	$565,340.00
Gallup Municipal Airport	$220,236.25
Gibson County Airport	$124,996.25
Granby-Grand County Airport	$24,536.05
Grand Junction Regional Airport	$144,225.00
Buchanan Airport	$70,400.00
Grant County Airport	$138,100.00
Great Falls International Airport	$1,222,598.13
Greenlee County Airport	$146,625.00
Hanford	$313,853.70
Hatch Municipall Airport	$212,920.75
Havre City Airport	$316,405.48
Hawthorne Industrial Airport (NV)	$372,740.20
Hawthorne Municipal Airport	$374,458.11
Hobby Airport	$68,902.75
Holyoke Airport	$192,713.50
Hulett Municipal Airport	$246,109.75
Jacqueline Cochran Regional Airport	$1,028,663.42
Johnson County Airport	$114,128.62
las Cruces Airport	$383,002.50
Las Vegas NM Airport	$147,900.00
LAWA	$157,270.00
Lemhi County Airport	$99,485.00
Long Beach Airport	$84,226.00
Lusk Airport	$77,803.43
Main Street Materials	$43,792.00
Meeker Coulter Field Airport	$239,270.34
Midway Island Atoll	$3,479,507.51
Millard Airport	$136,064.75
Mission Field	$174,285.35
Mobile Regional Airport	$68,190.06
Mondell Field Airport	$72,539.97
Monte Vista	$238,838.57
Moriarty Municipal Airport	$179,176.20
NE Wyoming Airport	$95,461.82
NW Arkansas Memorial Airport	$99,895.10
Oakdale Municipal Airport	$115,282.50
Oceanside Municipal Airport	$57,850.00
Owyhee Airport	$214,853.02
Palo Alto Airport	$27,625.00
Perry Stokes-Trinidad	$142,335.00
Plains Airport	$138,911.39
Poplar Airport	$138,754.64
Portales Municipal Airport	$104,525.00
Prescott Airport	$135,502.50
Pueblo Airport	$387,217.35

Airport	Job Total
Questa Municipal Airport	$148,285.50
Rangely Airport	$283,140.08
Raton Municipal Airport	$326,836.00
Red Bluff Municipal Airport	$301,885.00
Reedley Municipal Airport	$44,782.00
Rolle Airport	$84,737.00
Rominger Airport	$147,037.50
Ronan Airport	$170,970.82
Roswell International Airprot	$254,150.99
Route 25	$44,265.50
Salinas Airport	$393,708.00
San Angelo Airport	$702,404.90
San Carlos Apache Airport	$9,160.00
Santa Fe Airport	$282,470.00
Santa Rosa Route 66 Airport	$126,999.50
Scotts Bluff Airport	$832,179.30
Shawnee Regional Airport	$498,097.95
Shelby Airport	$201,423.52
Sheridan County Airport	$426,351.50
Sherwood Airport	$125,674.36
Sidney-Richland Regional Airport	$533,956.64
Sioux Falls Regional Airport	$113,525.00
Slayton Airport	$119,937.50
Socorro Municipal Airport	$207,270.00
Stockton Metro Airport	$87,162.00
Taos Regional Airport	$296,553.54
Taylor Airport	$273,504.05
Telluride Regional Airport	$394,580.25
Texas A&M	$1,004,939.95
Tucson Drag Strip	$8,750.00
Tucson International Airport	$48,858.25
Tucumcari Municipal Airport	$349,482.25
Ukiah Municipal Airport	$110,775.00
Van Nuys Airport	$183,480.65
Vaughn Municipal Airport	$84,660.00
Victoria Regional Airport	$99,312.00
Wells Municipal Airport	$148,200.50
Western Emulsions.	$500.00
Wheatland County Airport	$85,787.06
White Sulpher Springs Airport	$133,218.80
Wickenburg Airport	$166,411.93
Willits Municipal Airport	$78,900.00
Yampa regional Airport	$153,218.40
Yellowstone Airport	$274,320.88
TOTAL	$34,691,127.39



KEY PERSONNEL EXPERIENCE

Joe Coghill – Owner

- 20 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Supervises contracts, the bid process and scheduling of crews

Kyle Paulson – Officer

- 10 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Estimator and contract administrator

Dan Mueller – Project Manager

- 8 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Certified friction tester
- Supervises all projects and the coordination of personnel

Walt Bills – Foreman

- 25 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Works on site as a crew leader and liaison for the engineers and management

Derek Hyatt – Asphalt Distributor Driver

- 10 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Specializes in the application of the P-608 and P-608R process on airfields

Mario Alfaro – Airfield Marking Foreman

- 25 plus years in pavement markings
- Specializes in the layout and placement of pavement marking on airfields
- Assures all striping of the project meets the requirements and specifications of the owner and engineer

AMERICAN ROAD MAINTENANCE

"We go the extra mile"

List of Available Equipment

6	Ram 2500 Utility Trucks
3	Ram 3500 Flatbed Utility Trucks
3	Bearcat Asphalt Distributors with Sand Applicators
1	Etneyre Asphalt Distributor with Sand Applicator
3	Friction Testers
2	Water blasting paint removal trucks
6	Graco ride on striping machines
2	Truck mounted tac pot kettles
4	Crack seal routers
2	Crafco crack seal kettles
1	Vacuum sweeper
4	Billy Goat blowers
2	Transport tankers
2	Forklifts
2	Air compressors
2	Scarifiers

AMERICAN ROAD MAINTENANCE

"We go the extra mile"

BIDDING POWER OF ATTORNEY

Know all men by these presents: American Road Maintenance, Inc doing business as a Corporation under the laws of the State of Illinois have a principal place of business at 4554 E Eco Industrial Pl, AZ 85756, hereby constitutes and appoints Kyle Paulson to act for and on its behalf as a true and lawful agent and attorney of the grantor and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Officer/Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEROF, the said American Road Maintenance, Inc caused these presents to be sealed and signed:

J Coghill 2-11-18

Joe Coghill, President of American Road Maintenance, Inc Date

Witness:

ASPHALT SYSTEMS INC.
ADVANCED PRESERVATION MATERIALS

Re: P-608 Emulsified Asphalt Seal Coat

To Whom It May Concern,

Per the requirements stated in P-608.5.2 Contractor Qualifications, American Road Maintenance exceeds the specified qualifications.

Respectfully Submitted,

John

John Hunter
Asphalt Systems Inc.



KALTER
FINANCIAL GROUP

AMERICAN ROAD MAINTENANCE, INC.

Reviewed Financial Statements
For the Year Ended December 31, 2025

Available upon request

Always *bringing* Value



Prior Project References:

Brandon Robinson P.E

Kimley-Horn

1001 W. Southern Ave Suite 131

Mesa AZ 85210

Brandon Direct line: 602.906.1185

Email: brandon.robinson@kimley-horn.com

Tim Archibeque P.E

Armstrong Consultants

2201 Buena Vista Dr Southeast

Albuquerque, NM 87106

Tim Direct line: 505.702.0027

Email: tarchibeque@armstrongconsultants.com

Christopher Flournoy E.I.T.

JUB Engineers – Aviation Services Group

Chris direct line: 208.376.7330

Email: cflournoy@jub.com

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* Fifteen thousand Dollars and Zero Cents Lump Sum	Lump Sum	$15,000.00 *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Ten thousand eight hundred eighty seven Dollars and Zero Cents Lump Sum	Lump Sum	$10,887.00
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) One Dollars and Eighty one Cents per Linear Foot	$1.81	$ 50,680.00
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) Three Dollars and Fifty eight Cents per Linear Foot	$3.58	$118,140.00
5	56,000 SY	Asphalt Surface Treatment (P-608) Four Dollars and Twelve Cents per Square Yard	$ 4.12	$230,720.00
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) Four Dollars and Ninety nine Cents per Square Foot	$ 4.99	$ 24,950.00
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) Nine Dollars and Sixteen Cents per Square Foot	$ 9.16	$ 21,068.00
8	6,900 SF	Airfield Marking (P-620) Three Dollars and Thirty nine Cents per Square Foot	$ 3.39	$ 23,391.00
9	600 LBS	Reflective Media (P-620) Fifty seven Dollars and Thirty five Cents per Pound	$ 57.35	$ 34,410.00
		TOTAL BID AMOUNT	$ 529,246.00	

Base Bid Total: $ 529,246.00

Anderson Striping & 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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

   Erick Anderson

   Anderson Striping & Construction, Inc.

   PO Box 1014

   Kingsburg, CA 93631

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) Kelly Anderson PO Box 1014, Kingsburg, CA 93631 Owner/President

b) Rick Anderson PO Box 1014, Kingsburg, CA 93631 VP, License Holder

c) Erick Anderson PO Box 1014, Kingsburg, CA 93631 Director/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.: 900497 - CA

Type of License: A / C12 / C32

Expiration Date: 07 / 31 / 26

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Anderson Striping and Construction, Inc.

Relationship to Bidder: Bidder

DIR Registration Number: 1000004817

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 04/08/2026

Signature of Bidder:

Anderson Striping and Construction, Inc. CONTRACTOR

PO Box 1014
Street Address

Kingsburg, CA 93631
City, State and Zip

559-897-2760
Telephone (Include Area Code)

Eanderson@andersonstriping.com
Email Address

Sign here:

By: Erick Anderson
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.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number: 44.30

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Pavement Coatings Co. City, State: Jurupa Valley, CA 91752	5 - Asphalt Surface Treatment	$181,680.00	34%	569352 / 1000003363	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☑ <$15 million Age of Firm: 37 yrs.
Name: KR Surface Industries City, State: Hayward, CA 94544	6- 60 %Surface Prep 7- 100% Surface Prep	$46,016.47	8.69%	908439 / 1000003493	N		☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 10+ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Anderson Striping and Construction, Inc, as Principal, and Nationwide Mutual 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% 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 April 9, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport

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 one hundred eighty (180) 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 2nd day of April, 2026.

_____ (SEAL)

Anderson Striping and Construction, Inc. (SEAL)

By: _____ (SEAL)

PRINCIPAL

_____ (SEAL)

Nationwide Mutual Insurance Company (SEAL)

By: _____ (SEAL)
Attorney-in-Fact: Justin A. Smit

SURETY

500 N. Brand Blvd. #2000 Glendale, CA 91203

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 Fresno)

On April 8, 2026 before me, Megan Morrison, Notary Public
(insert name and title of the officer)

personally appeared Erick Anderson,
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.

MEGAN MORRISON
Notary Public - California
Fresno County
Commission # 2408414
My Comm. Expires Jun 18, 2026

Signature _____ **(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 Fresno)

On April 2, 2026 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin A. Smit,
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.

ROBERTA VOSS
COMM. #2545746
NOTARY PUBLIC-CALIFORNIA
FRESNO COUNTY
My Comm. Expires January 19, 2030

Signature Roberta Voss (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JUSTIN A SMIT; ROBERTA VOSS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

SEAL

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of April, 2026.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

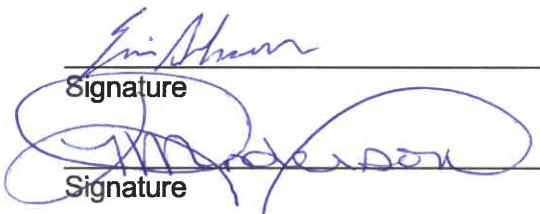
NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Placer)

In accordance with Public Contract Code section 7106, *(Name)* Erick Anderson, being first duly sworn, deposes and says that he/she is *(Title)* Secretary of *(Company)* Anderson Striping & 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:

Anderson Striping & Construction, Inc.
Name of Firm



04/08/2026
Signature Date

04/08/2026
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 8th day of April of *2026*.

NOTARY PUBLIC See Attached

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 Fresno

Subscribed and sworn to (or affirmed) before me on this 8th day of April, 2026, by Erick Anderson,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MEGAN MORRISON
Notary Public - California
Fresno County
Commission # 2408414
My Comm. Expires Jun 18, 2026

(Seal) Signature

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted no later than 4pm on the next business day following 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	Anderson Striping & Construction, Inc.	Kingsburg, CA 93631	1000004817
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Striping Removal 20%	KR Surface Industries	Hayward, CA	1000003493
Seal 20%	Pavement Coatings Co.	Jurupa Valley, CA 91752	1000003363

(Attach additional sheets if necessary.)

By: _____

Bidders Signature

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☒ 1. Bidder's total bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE April 9, 2026 **SIGNED BY** _____

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☒ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

April 9, 2026
Date

Signature

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ANDERSON STRIPING & CONSTRUCTION,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

268901

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ANDERSON STRIPING & CONSTRUCTION,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

269390

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Tracy Muni Airport Crack Seal, Slurry Seal, and Minor Pavement Patching
   Owner: City of Tracy
   Construction Cost: $269,353.00
   Construction Time: 30 Calendar Days
   Owner's Representative: Paula Jessup
   Owner's Telephone No.: (209) 831-6300
   Date of substantial or final completion: 12/13/2024

2. Project Name: Visalia Muni Airport Crack Seal and Remark Runways & Taxiways
   Owner: City of Visalia
   Construction Cost: $901,397.00
   Construction Time: 90 Calendar Days
   Owner's Representative: Melissa Brandley
   Owner's Telephone No.: (916) 316-1415
   Date of substantial or final completion: 6/1/2021

3. Project Name: P-351 F-35C Aircraft Maintenance Hanger Project
   Owner: NAVFAC - DOD
   Construction Cost: $449,667.00
   Construction Time: 65 Calendar Days
   Owner's Representative: Roy Carillo
   Owner's Telephone No.: (619) 385-4344
   Date of substantial or final completion: TBD

4. Project Name: P-391 F-35C Aircraft Maintenance Hanger Project
Owner: NAVFAC - DOD
Construction Cost: $326,096.00
Construction Time: 40 Calendar Days
Owner's Representative: Tucker Dunn
Owner's Telephone No.: (619) 577-0947
Date of substantial or final completion: TBD

5. Project Name: Project 217-1 Crack Seal and Reseal Joints in Airfield Pavements
Owner: City of Madera - Madera Municipal Airport
Construction Cost: $350,000.00
Construction Time: 40 Calendar Days
Owner's Representative: Dave Randall - Public Works Director
Owner's Telephone No.: (559) 661-5466
Date of substantial or final completion: 11/15/2017

6. Project Name: Reedley Municipal Airport Runway Rehab
Owner: City of Reedley
Construction Cost: $47,062.00
Construction Time: 14 Calendar Days
Owner's Representative: Kayla Cheney
Owner's Telephone No.: (559) 637-4203
Date of substantial or final completion: 12/21/2018

7. Project Name: Fresno Yosemite International Parking Lot Expansion
Owner: City of Fresno
Construction Cost: $111,639.00
Construction Time: 15 Calendar Days
Owner's Representative: Mark Davis
Owner's Telephone No.: (559) 621 4500
Date of substantial or final completion: 5/23/2019

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

Graco Pavement Marking Machines	
Crafco Super Shot Crack Fill Applicator	
Mastic Applicator Cart	
Slurry Seal Applicator	
Slurry Seal Applicator	

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility
Gary Stapleton	Superintendent / Ops Manager
Josh Shepherd	QC / Alternate Superintendent
Amanda Haynes	Dispatch/Scheduling
Erick Anderson	Estimating

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Anderson Striping & Construction, Inc.
Name of Bidder

900497
Contractor's License No.

Signature of Bidder

Erick Anderson - Director
Title of Signator

4/8/26
Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☒

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: 

Print Name: Erick Anderson

Title: Director / Secretary

Telephone No.: 559-897-2760 Date: 04/09/26

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (x) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (x) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

Eric Adams 4/8/26

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: Anderson Striping & Construction, Inc. Certified DBE: ☐ Yes ☒ No

Firm Address: PO BOX 1014 City: Kingsburg State: CA Zip Code: 93631

Contact Name: Kelly Anderson Email Address: kelly@andersonstriping.com Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☒ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☒ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☒ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☒ Female ☐ Other			

Sub Contractor

Firm Name: KR Surface Industries, Inc. Certified DBE: ☐ Yes ☒ No

Firm Address: 1605 Whipple Rd. City: Hayward State: CA Zip Code: 94544

Contact Name: John Koval Email Address: jay@krsurface.com Phone: 877-330-1584

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☐ Non-minority ☐ Hispanic American ☒ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☒ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☒ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☒ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: Pavement Coatings Co. Certified DBE: ☐ Yes ☒ No

Firm Address: 10240 San Sevaine Way City: Jurupa Valley State: CA Zip Code: 91752

Contact Name: Rueben Mehren Email Address: rmehren@pavementrecycling.com Phone: 1-858-268-1151

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☐ Non-minority ☐ Hispanic American ☒ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☒ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☒ Over $10 million
Gender of Majority Owner			
☒ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Please copy page if you need to add more subcontractors.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Anderson Striping & Construction, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: September 30, 2008
Expiration Date: September 30, 2026
WBENC National Certification Number: 2005111280

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - Pacific, a WBENC Regional Partner Organization.

Authorized by Jaymee Lomax, President & CEO
Women's Business Enterprise Council - Pacific

WBECPACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 237310, 238990
UNSPSC: 72141127, 72153700, 72153701, 72153702

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBECMETRONY · WBECGREATERNMV · WBEA · WBECEAST · WBECFLORIDA · WBECORV · WBDC · WBECSOUTH · WBECWEST

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Anderson Striping & Construction, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Kelly Anderson
NAICS: 237310, 238990 UNSPSC: 72153700, 72153701, 72153702
Certification Number: WOSB180340
Renewal Date: September 30, 2025
WOSB Regulation Expiration Date: 9/30/2026

WBEC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

Janice Greene, PhD, Women's Business Enterprise Council - Pacific President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: Anderson Striping & Construction, Inc.
Firm Address: PO Box 1014 City: Kingsburg State: CA Zip Code: 93631
Contact Name: Kelly Anderson Email Address: Kelly@andersonstriping.com Phone: 559-897-2760

Small Business Firms to be Utilized

Firm Name: Anderson Striping & Construction, Inc.
Firm Address: PO Box 1014 City: Kingsburg State: CA Zip Code: 93631
Contact Name: Kelly Anderson Email Address: Kelly@andersonstriping.com Phone: 559-897-2760
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☒ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
	Prime, Pavement Markings, Other	$~$450,000.00 -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: Erick Anderson Company Name: Anderson Striping & Construction, Inc.
Print Name: Erick Anderson Date: 04/09/2026
Title: Director / Secretary

Reviewer Certification (For use by Sponsor Only)

Signature: Company Name:
Print Name: Date:
Title:

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR 123.26 AND 126.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Business Profile

Describe the primary activities of your firm:	Associated NAICS Codes:

Number of Employees

Full-time: _____ Part-time: _____ Total: _____

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
		Average Receipts:	$ -

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
		Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: Anderson Striping & Construction, Inc.

Print Name: Erick Anderson Date: 04/09/2026

Title: Director / Secretary

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____

City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 1

Dated: March 17, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#1**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to Contract Time in the bid documents shall be changed to **30 working days** in all locations in the plans and specifications. Original documents mistakenly indicated only 20 working days.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/17/2026
Date of Issuance

END OF ADDENDUM 1

600 Sixth Street
Lincoln, CA 95648
(916) 434-2400
Administrative Services - City Manager's Office - Community Development
Fire - Library - Recreation - Police - Public Works

City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 2

Dated: March 26, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#2**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to the non-mandatory Pre-Bid meeting shall be changed to **Friday March 27, 2026 @ 9:00 am.** Original document mistakenly indicated 2:00 pm on the cover page.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/26/2026
Date of Issuance

END OF ADDENDUM 2

ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
SPECIAL PROVISIONS
FOR

Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport

AIP/AIG No: 3-06-0120-033/034-2026

FOR USE IN CONNECTION WITH PUBLIC FACILITIES IMPROVEMENT STANDARDS, EQUIPMENT RENTAL RATES AND GENERAL PREVAILING WAGE RATES

Approval Recommended by:	*Roland Neufeld*
Approved by:	*Vin Cay, P.E., City Engineer*
BID OPENS:	*Thursday April 9, 2026 @ 2:00 pm*
CONTRACT #:	CIP 720
PRE-BID:	Friday March 27, 2026 @ 2:00 pm

3.11.26

REGISTERED PROFESSIONAL ENGINEER
R. DAMON BRADLEY
No. C 66558
Exp. 6-30-2026
CIVIL
STATE OF CALIFORNIA

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) # 1 and # 2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* Thirty-two thousand Dollars and zero Cents Lump Sum	Lump Sum	$ 32,000.00 *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Thirty-two thousand Dollars and zero Cents Lump Sum	Lump Sum	$ 32,000.00
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) One Dollars and fifty Cents per Linear Foot	$ 1.50	$ 42,000.00
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) One Dollars and fifty Cents per Linear Foot	$ 1.50	$ 49,500.00
5	56,000 SY	Asphalt Surface Treatment (P-608) Two Dollars and twenty-five Cents per Square Yard	$ 2.25	$ 126,000.00
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) Two Dollars and twenty-five Cents per Square Foot	$2.25	$11,250.00
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) Two Dollars and twenty-five Cents per Square Foot	$2.25	$5,175.00
8	6,900 SF	Airfield Marking (P-620) Seven Dollars and fifty Cents per Square Foot	$7.50	$51,750.00
9	600 LBS	Reflective Media (P-620) Seven Dollars and fifty Cents per Pound	$7.50	$4,500.00
		TOTAL BID AMOUNT	$ 354,175.00	

Three hundred fifty-four thousand one hundred seventy-five dollars and zero cents

Base Bid Total: $354,175.00

C.R. Contracting, 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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

   Russell Davis

   64435 Strickler Ave. Ste. 100 Bend, OR 97703

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) Russell Davis / President 64435 Strickler Ave. Ste. 100 Bend, OR 97703

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.: 1119858

Type of License: C-32

Expiration Date: 4/30/2028

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: C.R. Contracting, LLC

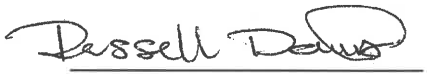
Relationship to Bidder: President

DIR Registration Number: 1001161067

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 04/07/2026

Signature of Bidder:



CONTRACTOR

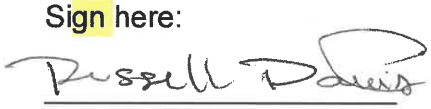
64435 Strickler Ave. Ste. 100
Street Address

Bend, OR 97703
City, State and Zip

(541) 306.6216
Telephone (Include Area Code)

estimating@crcontract.com
Email Address

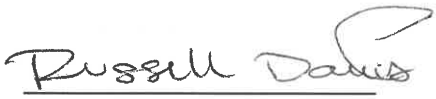
Sign here:



By: Russell Davis
Type Name

-AND-

Sign here:



By: Russell Davis
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.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number:_____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:	None						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:	None						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C.R. Contracting, LLC dba C.R. Contracting, 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 the Total 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 April 9, *2026*, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Crack Seal and Slurry Seal Aircraft Parking Apron at the Lincoln Regional Aiport
AIP/AIG No: 3-06-0120-033/034-2026
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 one hundred eighty (180) 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 23rd day of March, 2026.

C.R. Contracting, LLC
dba C.R. Contracting (SEAL)

Russell Lyons - President (SEAL)

(SEAL)

PRINCIPAL

Everest National Insurance Company (SEAL)

(SEAL)

Chloe Lyons, Attorney-In-Fact (SEAL)

SURETY

100 Everest Way

Warren, NJ 07059
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney 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~~ Oregon)
County of Clackamas)

On March 23, 2026 before me, Jessica Noel Wimer, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Chloe Lyons
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.

OFFICIAL STAMP
JESSICA NOEL WIMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 1050033
MY COMMISSION EXPIRES JULY 28, 2028

Signature _____
Signature of Notary Public

Jessica Noel Wimer, Notary Public
My Commission Expires 07-28-2028

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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everest™

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:

Chloe Lyons, Gloria Bruning, Vicki Mather, Leticia Romano, Philip O. Forker, Richard Kowalski, Joel Dietzman, Brent Olson, Christopher A. Reburn, J. Patrick Dooney, Justin Cumnock, Andrew Choruby, Casey Geske, Sterling Drew Roddan, Ashlee Pingree, Jessi Wimer

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 10th day of October 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 25, 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 23rd day of March 2026.

By: Sylvia Semerdjian, Assistant Secretary

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Oregon) ss.
COUNTY OF Deschutes)

In accordance with Public Contract Code section 7106, *(Name)* Russell Davis, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* C.R. Contracting, 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:

C R Contracting Seal & Stripe dba C.R Contracting, LLC
Name of Firm

Russell Davis 04/07/2026
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 07 day of April of 2026.

NOTARY PUBLIC Nataly Bueno

OFFICIAL STAMP
NATALY BUENO
NOTARY PUBLIC-OREGON
COMMISSION NO. 1045171
MY COMMISSION EXPIRES FEBRUARY 25, 2028

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted no later than 4pm on the next business day following 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	C.R. Contracting, LLC	64435 Strickler Ave. Ste. 100 Bend, OR 97703	1001161067
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
	None		

(Attach additional sheets if necessary.)

By: Russell Davis

Bidders Signature

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's total bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 04/07/2026 **SIGNED BY** Russell Davis

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☑ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

04/07/2026
Date

Russell Davis
Signature

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Redlands - Runway and Apron Pavement Treatment Project
   Owner: City of Redlands,CA
   Construction Cost: $586,187.05
   Construction Time: 6 Calendar Days
   Owner's Representative: Gerard Nepomuceno
   Owner's Telephone No.: (909) 798.7584
   Date of substantial or final completion: 11/19/2024

2. Project Name: Rocky Mountain Metropolitan Airport-Crack and Fog Seal Services
   Owner: Jefferson County,CO
   Construction Cost: $450,150.00
   Construction Time: 14 Calendar Days
   Owner's Representative: Barbra Miller
   Owner's Telephone No.: (303)271.8592
   Date of substantial or final completion: 06/16/2025

3. Project Name: Beaver Municipal Airport -FY 2025 Pavement Maintenance
   Owner: Beaver City, UT
   Construction Cost: $166,483.00
   Construction Time: 13 Calendar Days
   Owner's Representative: Jason Brown
   Owner's Telephone No.: (435)438.2451
   Date of substantial or final completion: 06/16/2025

4. Project Name: APMS Construction at Kayenta Airport
Owner: Arizona Department of Transportation
Construction Cost: $293,118.66
Construction Time: 6 Calendar Days
Owner's Representative: Amar J. Greasham
Owner's Telephone No.: (602) 712.8259
Date of substantial or final completion: 10/10/2024

5. Project Name: Runway 16-34 Seal Coat & Guidance
Owner: City of Bend, OR
Construction Cost: $1,345,438.61
Construction Time: 14 Calendar Days
Owner's Representative: Tom Headley - Century West E.
Owner's Telephone No.: (503)580.0071
Date of substantial or final completion: 05/09/2023

6. Project Name: APMS Construction at Show Low Airport
Owner: Arizona Department of Transportation
Construction Cost: $401,833.75
Construction Time: 7 Calendar Days
Owner's Representative: Amar J. Greasham
Owner's Telephone No.: (602) 712.8259
Date of substantial or final completion: 10/12/2024

7. Project Name: Green River Mun. AP-Pavement Maintenance
Owner: City of Green River, UT
Construction Cost: $245,802.90
Construction Time: 8 Calendar Days
Owner's Representative: Thorsen Milton - Lochner
Owner's Telephone No.: (970)255.2027
Date of substantial or final completion: 10/31/2025

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

See attached list	

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility
Robert Michael	Lead Project Manager
Ryan Otis	Senior Project Manager
Brennan Padilla	Pacific West Division Manager
Leland Golden	Foreman
Jason Lindseth	Foreman
Tyler Rictor	Foreman

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

C.R. Contracting, LLC
Name of Bidder

Russell Davis
Signature of Bidder

1119858
Contractor's License No.

President
Title of Signator

04/07/2026
Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Not Applicable

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [ ] a. initial
- [ ] b. material change

For Material Change Only:
year____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

[x] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

None

Congressional District, if known

6. Federal Department/Agency:

None

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

None

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ 0 [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e. deferred
- [ ] f. other, specify None

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [ ]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Russell Davis

Print Name: Russell Davis

Title: President

Telephone No.: (541)306.6216 Date: 04/07/2026

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Not Aplicable

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: C.R. Contracting, LLC Certified DBE: ☐ Yes ☑ No

Firm Address: 64435 Strickler Ave. Ste. 100 City: Bend State: OR Zip Code: 97703

Contact Name: Russell Davis Email Address: estimating@crcontract.com Phone: (541) 306.6216

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☐ Non-minority ☐ Hispanic American ☑ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☑ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☑ Over $10 million
Gender of Majority Owner			
☑ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: Certified DBE: ☐ Yes ☐ No

Firm Address: City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: Certified DBE: ☐ Yes ☐ No

Firm Address: City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub-Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Please copy page if you need to add more subcontractors.

Not Aplicable

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Small Business Firms to be Utilized

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: _____ Company Name: _____
Print Name: _____ Date: _____
Title: _____

Reviewer Certification (For use by Sponsor Only)

Signature: _____ Company Name: _____
Print Name: _____ Date: _____
Title: _____

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.25 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Business Profile

Describe the primary activities of your firm:	Associated NAICS Codes:

Number of Employees

Full-time: _____ Part-time: _____ Total: _____

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____

City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 1

Dated: March 17, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#1**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to Contract Time in the bid documents shall be changed to **30 working days** in all locations in the plans and specifications. Original documents mistakenly indicated only 20 working days.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/17/2026
Date of Issuance

END OF ADDENDUM 1

City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 2

Dated: March 26, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#2**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to the non-mandatory Pre-Bid meeting shall be changed to **Friday March 27, 2026 @ 9:00 am.** Original document mistakenly indicated 2:00 pm on the cover page.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/26/2026
Date of Issuance

END OF ADDENDUM 2

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

C R CONTRACTING LLC
dba C R CONTRACTING SEAL & STRIPE

License Number 1119858

to engage in the business or act in the capacity of a contractor in the following classifications:

C32 - PARKING AND HIGHWAY IMPROVEMENT

Witness my hand and seal this day,

April 26, 2024

Issued April 25, 2024

Diana Love, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 [illegible]

AUDIT NO. 780993

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: C.R. Contracting, LLC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-22

3 Vehicles

TRUCRS Fleet Identification
249549

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

FILED: MAR 16, 2007
OREGON SECRETARY OF STATE

42070094-9253329

C.R. CONTRACTING LLC NEWORG

Phone: (503) 986-2200
Fax: (503) 378-4381

Articles of Organization—Limited Liability Company

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

REGISTRY NUMBER: 420700-94
For office use only

FILED
MAR 16 2007
OREGON
SECRETARY OF STATE

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website. For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")
C.R. Contracting LLC

2) DURATION (Please check one.)
☐ Latest date upon which the Limited Liability Company is to dissolve is _____
☒ Duration shall be perpetual.

3) NAME OF THE INITIAL REGISTERED AGENT
Russell Davis

4) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS (Must be an Oregon Street Address, which is identical to the registered agent's business office.)
29772 Heater Rd
Sherwood, OR 97140

5) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES
P.O. Box 911
Sherwood, OR 97140

6) NAME AND ADDRESS OF EACH ORGANIZER
Russell Davis
29772 Heater Rd Sherwood, OR 97140

7) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.
☒ This limited liability company is managed by a single manager.
☐ This limited liability company is managed by multiple manager(s).

8) IF RENDERING A PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED.
Asphalt maintenance

9) OPTIONAL PROVISIONS (Attach a separate sheet if necessary)
☐ See Attached

10) EXECUTION (The title for each signer must be "Organizer.")

Signature	Printed Name	Title
Russell Davis	Russell Davis	Organizer
		Organizer
		Organizer

11) CONTACT NAME (To resolve questions with this filing)
Russell Davis

DAYTIME PHONE NUMBER (Include area code)
503-201-2540

FEES

Required Processing Fee $50
Confirmation Copy (Optional) $5

Processing Fees are nonrefundable

Please make check payable to "Corporation Division."

NOTE:
Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

CONTRACTING

C.R. Contracting, LLC
P: (541) 306.6216
F: (541) 610.1715
64435 Strickler Ave. Ste. 100
Bend, OR 97703
www.crcontract.com

Section 20-02 Evidence of Competency

C.R. Contracting has provided pavement rehabilitation services for over 19 years and is licensed in Oregon, Alaska, Washington, Idaho, Montana, Wyoming, Nevada, Arizona, Texas, California, Kansas, Nebraska, Oklahoma, Colorado, New Mexico, and Utah. The company employs experienced project managers, field supervisors, and crews dedicated to quality workmanship and effective communication. Services include crack and joint sealing; bridge deck spall repairs and membranes; asphalt and concrete patching; surface treatments; and pavement markings. Clients include public agencies, airports, departments of transportation, and commercial customers.
Below are recent projects completed by C.R. Contracting within the past five years, along with key personnel available for the work. A list of available equipment is attached.

Project Name: Florence Municipal Airport-Pavement Rehabilitation
Contract Amount: $947,902.70 & Completed Date: 10/05/2023, Project Duration 3 Weeks
Project Owner: City of Florence, OR (Century West Engineering)
Project Owner Address: 250 Highway 101 Florence, OR 97439
Project Contact: Greg Reince, Century West Engineer, (541) 322.8962
Project Superintendent: Robert Michael

Project Name: Rocky Mountain Metropolitan Airport-Crack and Fog Seal Services
Contract Amount: $450,150 & Completed Date: 06/19/2025, Project Duration 2 Weeks
Project Owner: Jefferson County-CO
Project Owner Address: 100 Jefferson County Parkway, Golden, CO 8041
Project Contact: Stephen Kirby, County Project Manager, (303) 596.2622
Project Superintendent: Robert Michael

Project Name: Taxilane A7A, A8A, & R2 Rehabilitation
Contract Amount: $407,955.00 & Completed Date: 09/10/2025, Project Duration 2 Weeks
Project Owner: Adams County, CO
Project Owner Address: 5200 Front Range Pkwy, Watkins, CO 80137
Project Contact: Roy Daniels, Project Engineer, (720) 744.4750
Project Superintendent: Robert Michael

Project Name: Missoula Airport Pavement Rehabilitation
Contract Amount: $837,522.88 & Completed Date: 08/31/2023, Project Duration 4 Weeks
Project Owner: Missoula County Airport Authority, MT (Morrison-Maierle, Inc.)
Project Owner Address: 5225 W Broadway St, Missoula, MT 59808
Project Contact: Shaun Shea, Senior Airport Engineer, (406) 542.4846
Project Superintendent: Robert Michael

CONTRACTING

C.R. Contracting, LLC
P: (541) 306.6216
F: (541) 610.1715
64435 Strickler Ave. Ste. 100
Bend, OR 97703
www.crcontract.com

Project Name: Runway 16-34 Seal Coat & Guidance
Contract Amount: $ 1,345,438.60 & Completed Date: 05/09/2023, Project Duration 2 Weeks
Project Owner: City of Bend, OR (Century West Engineering)
Project Owner Address: 710 NW Wall St, Bend, OR 97701
Project Contact: Tom Headley, Project Manager, (503)580.0071
Project Superintendent: Tyler Vetter

Project Name: Runway and Apron Pavement Treatment Project
Contract Amount: $586,187.00 & Completed Date: 11/19/2024, Project Duration 1 Week
Project Owner: City of Redlands, CA (City of Redlands Engineering Dep, PW Department)
Project Owner Address: 35 Cajon St Suite 15A, Redlands, CA 92374
Project Contact: Gerard Nepomuceno, Project Engineer, (909) 798.7584
Project Superintendent: Robert Michael

Project Name: Rehabilitate Runway, Taxiways & Apron
Contract Amount: $139,365.60 & Completed Date: 09/10/2023, Project Duration 1 Week
Project Owner: City of Weiser, ID (J-U-B ENGINEERS, Inc.)
Project Owner Address: PO Box 987 Snoqualmie, WA 98065
Project Contact: Toby Epler, J-U-B Civil Engineering, (208) 376.7330
Project Superintendent: Robert Michael

Project Name: APMS Construction at Kayenta Airport
Contract Amount: $ 270,461.10 & Completed Date: 10/10/2024, Project Duration 1 Week
Project Owner: Arizona Department of Transportation
Project Owner Address: 205 S 17th Ave, Phoenix, AZ 85007
Project Contact: Amar J. Greasham, Sr. Procurement Specialist, (602) 712.8259
Project Superintendent: Tyler Vetter

Project Name: APMS Construction at Show Low Airport
Contract Amount: $ 401,833.75 & Completed Date: 10/12/2024, Project Duration 1 Week
Project Owner: Arizona Department of Transportation
Project Owner Address: 205 S 17th Ave, Phoenix, AZ 85007
Project Contact: Amar J. Greasham, Sr. Procurement Specialist, (602) 712.8259
Project Superintendent: Robert Michael

Project Name: Beaver Municipal Airport -FY 2025 Pavement Maintenance
Contract Amount: $166,483 & Completed Date: 06/16/2025, Project Duration 2 Weeks
Project Owner: Beaver City, UT (Woolpert)
Project Owner Address: 30 West 300 North Beaver, UT 84713
Project Contact: Lynn Bateman, Project Engineer, (435) 218.9481
Project Superintendent: Robert Michael

CONTRACTING

C.R. Contracting, LLC
P: (541) 306.6216
F: (541) 610.1715
64435 Strickler Ave. Ste. 100
Bend, OR 97703
www.crcontract.com

Key Personnel Experience

Name	Title	Experience
Russell Davis	President	28 years of experience in asphalt rehabilitation
Tyler Vetter	Director of Construction Operations	15 years of experience in Project Management/Estimator
Robert Michael	Lead Project Manager	11 years of experience in Project Management
Ryan Otis	Senior Project Manager	8 years of experience in the pavement maintenance industry
Brian Anselm	Chief Estimator	24 years of experience as a project estimator
Brennan Padilla	Pacific West Division Manager	7 years of experience as a project manager/ project foreman
Leland Golden	Foreman	12 years of experience as a project foreman
Jason Lindseth	Foreman	8 years as a project foreman
Tyler Rictor	Foreman	2 years as a project foreman
Avery Smith	Foreman	5 years as a project foreman
Craig Aldinger	Foreman	2 years as a project foreman

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Equipment List

Year	Description	Model
	Numerous Hand Blowers	125B
	Numerous Backpack Blowers	P8- 250LN
	Numerous Weed Eaters	150BT
	Billy Goat Push Blower	F1302
2000	Crafco Crack Sealer	Super Shot 125
2020	Crafco Crack Sealer	Super Shot 250
2021	Crafco Crack Sealer	Super Shot 250
2022	Crafco Crack Sealer	Super Shot 250
2024	Crafco Crack Sealer	Super Shot 250
2014	Utilev Forklift	UT25P
2016	Komatsu Forklift	FG25HT-16
	Scarifier Edco Pavement Marking 10"	CPU-10-20M
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Vonarx Pavement Marking 6"	FR200
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Scarifier, Edco Pavement Marking 8"	CPM8-9H
	Atlas Air Compressor	185
2006	Caterpillar Asphalt Roller w/ Broom	CB-114
	Plate Compactor Mustang	LF-88
	Steam Cleaner Karcher	HDS 1055
	Sealcoat Trailer Tank	
	Broom, Beinsink Rotary	RPHGX
	Powermate Edger	P-WLE
	Pressure Washer	EA190V
	Pavement Router	
	Pavement Router	
	Pavement Router	

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Year	Description	Model
	Pavement Router	
	Pavement Router	
	Husqvarna Walk Behind Saw	FS-413
	Core Cut Walk Behind Saw	CC3500
	Core Cut Walk Behind Saw	CC3500
2014	Graco Striper	Line Lazer 3400
2021	Graco Striper	Linelazer V 200HS
2017	Graco Striper	Standard Series
2018	GSB Hand Sprayer	
2008	Kenworth Truck	T800
2009	BearCat Asphalt Distributor	BC501-16D
1967	Tanker Trailer Beall	
	BearCat Sander Hitch Mnt	
2002	WeHaul Featherlight (30 Ft) Trailer	
2006	Olympic Flatbed Tilt Trailer	OM14-2E
2009	Mirage Flatbed Tilt Trailer	
2010	Load Runner Cargo Trailer (6 Ft)	ILRD508SAFS
2024	RoadVista Reflectometer Tester	STRIPEMASTER 3
2007	Load Trail Dump Trailer	
	Enclosed 16' Cargo trailer	
	Numerous Airport barricades	
2024	Findley Irvine Grip-Friction Tester	MK2
	Numerous Company Vehicles (Flat bed, Regular Bed, Etc.)	

CR Contracting, LLC

FINANCIAL STATEMENTS

Years Ended December 31, 2025 and 2024
See Independent Accountant's Review Report
Confidential Information Not Subject to Public Disclosure

Aldrich

CONTRACTING

CR CONTRACTING, LLC
Financial Statements
Years Ended December 31, 2025 and 2024
See Independent Accountant's Review Report
Confidential Information Not Subject to Public Disclosure

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Aldrich

Aldrich CPAs + Advisors LLP
5665 Meadows Road, #200
Lake Oswego, OR 97035

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Member
CR Contracting, LLC
Bend, Oregon

We have reviewed the accompanying financial statements of CR Contracting, LLC (an S corporation), which comprise the balance sheets as of December 31, 2025 and 2024, the related statements of income and member's equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of CR Contracting, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Aldrich CPAs + Advisors LLP

Lake Oswego, Oregon
March 23, 2026

CR CONTRACTING, LLC
Balance Sheets
December 31, 2025 and 2024
See Independent Accountant's Review Report
Confidential Information Not Subject to Public Disclosure

ASSETS	2025	2024
Current Assets:		
Cash	$ 222,368	$ 108,766
Contract receivables	4,722,043	4,486,284
Inventory	52,602	85,858
Prepaid expenses	82,801	55,910
Contract assets	2,100,666	619,225
Employee Retention Credit receivable	37,597	483,297
Total Current Assets	7,218,077	5,839,340
Property and Equipment, net of accumulated depreciation	1,517,763	1,607,047
Right-of-Use Assets - Operating Leases, net of accumulated amortization	899,508	1,045,442
	$ 9,635,348	$ 8,491,829
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accounts payable	$ 91,329	$ 178,603
Accrued expenses	137,343	140,368
Current portion of lease liability - Operating leases	141,093	127,753
Contract liability	39,855	23,155
Total Current Liabilities	409,620	469,879
Lease Liability - Operating Leases, net of current portion	827,261	968,353
Total Liabilities	1,236,881	1,438,232
Member's Equity	8,398,467	7,053,597
	$ 9,635,348	$ 8,491,829

See accompanying notes to financial statements.

CR CONTRACTING, LLC
Statements of Income and Member's Equity
Years Ended December 31, 2025 and 2024
See Independent Accountant's Review Report
Confidential Information Not Subject to Public Disclosure

	2025	2024
Contract Revenues	$ 18,992,625	$ 12,403,584
Contract Costs	13,376,257	8,380,397
Gross Profit	5,616,368	4,023,187
Operating Expenses	(626,814)	(621,716)
Gain on Sale of Property and Equipment	-	53,513
Income from Operations	4,989,554	3,454,984
Other Income (Expense):		
Interest income	49,397	11,481
Workers' compensation dividend	4,804	3,146
Miscellaneous income	6,669	5,608
Interest expense	(4,791)	(1,457)
Total Other Income	56,079	18,778
Net Income	5,045,633	3,473,762
Member's Equity, beginning	7,053,597	8,066,335
Distributions	(3,700,763)	(4,486,500)
Member's Equity, ending	$ 8,398,467	$ 7,053,597

See accompanying notes to financial statements.

CR CONTRACTING, LLC
Statements of Cash Flows
Years Ended December 31, 2025 and 2024
See Independent Accountant's Review Report
Confidential Information Not Subject to Public Disclosure

	2025	2024
Cash Flows from Operating Activities:		
Net income	$ 5,045,633	$ 3,473,762
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	381,614	271,024
Gain on sale of property and equipment	-	(53,513)
Employee Retention Credit receivable	445,700	-
Noncash operating lease expense	18,182	23,565
Changes in operating assets and liabilities:		
Accounts receivable	(442,410)	(680,028)
Inventory	33,256	(5,804)
Prepaid expenses	(26,891)	(13,500)
Contract assets	(1,481,441)	(126,628)
Accounts payable	(87,274)	121,566
Accrued expenses	(3,025)	(19,478)
Contract liability	16,700	3,450
Net Cash Provided by Operating Activities	3,900,044	2,994,416
Cash Flows from Investing Activities:		
Purchases of property and equipment	(394,848)	(951,628)
Proceeds from sale of property and equipment	-	63,603
Net Cash Used by Investing Activities	(394,848)	(888,025)
Cash Flows from Financing Activities: Distributions	(3,391,594)	(4,486,500)
Net Change in Cash	113,602	(2,380,109)
Cash, beginning	108,766	2,488,875
Cash, ending	$ 222,368	$ 108,766
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for interest	$ 4,791	$ 1,457
Cash paid during the year for operating lease	$ 779,917	$ 474,565
Supplemental Disclosures of Noncash Investing Activity:		
Right-of-use asset obtained in exchange for operating lease liability	$ -	$ 170,253

See accompanying notes to financial statements.

Note 1 - Business Activity and Summary of Significant Accounting Policies

Business Activity

CR Contracting, LLC (the Company) is a specialized pavement solutions company for public, commercial, and residential projects including seal coating, crack routing and sealing, striping, the application of pavement rejuvenators, pavement repairs and patching, pavement interlayer systems, concrete joint and spall rehabilitation, and membrane waterproofing. The Company performs its work throughout the Pacific Northwest under fixed price, time and material, and unit price contracts. The lengths of the Company's contracts varies but are typically less than one year. The Company's primary office is located in Bend, Oregon.

Revenue and Cost Recognition

Construction Contracts

In the process of performing its construction contracts with customers, the Company considers each contract to be one performance obligation, unless circumstances dictate otherwise. This evaluation requires significant judgement. Payment terms and conditions in customer contracts vary. Contract payments are generally due in installments as specified in the contracts. Revenue for financial reporting purposes is recognized over time as the performance obligations are satisfied on an ongoing basis. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

Changes in job performance, job conditions, and estimated profitability may result in revisions to revenues and costs, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability, resulting from variable consideration, are accounted for as changes in estimates in the current period. Variable consideration may include incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved but the price has not been determined or approved. Recognition of variable consideration is limited to an amount that the Company estimates will not result in a significant reversal of revenue in future periods. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. During the years ended December 31, 2025, the Company made revisions in estimates to certain contracts that were in progress at December 31, 2024. The net effect of the changes caused a $99,607 decrease in 2025 gross profits ($179,832 decrease in 2024) from that which would have been reported had the revised estimates been used as the basis of recognition of contract profits in the preceding years.

Contract costs include all subcontractor, direct material, labor, bonding, insurance, taxes, equipment, and other costs, and those indirect costs related to contract performance, such as indirect salaries and wages, repairs and maintenance, insurance, materials, equipment and vehicles, taxes and licenses, travel, depreciation, and other indirect costs. Costs of abnormal inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. The Company recognizes revenue for the transfer of uninstalled and unmodified materials to the customer, but only in an amount equal to the cost of the materials. Operating expenses and administrative costs are charged to expense as incurred.

The Company warranties its work to comply with both statutory and contractual requirements; therefore, the lengths of warranties vary. The Company did not incur significant warranty cost for the years ended December 31, 2025 and 2024.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Revenue and Cost Recognition, continued

Contract Assets and Contract Liability

The contract asset, "Cost and estimated earnings in excess of billings on uncompleted contracts in progress," represents revenues recognized in excess of amounts billed. The contract asset, "Contract retention," represents amounts held back for payment by a customer until certain contractual obligations have been completed by the Company. The contract liability, "Billings in excess of costs and estimated earnings on contracts in progress," represents billings in excess of revenues recognized. Contract asset and liability are reported on a net basis for each contract.

Contract Receivables

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for credit losses. Contract receivables are written off against the allowance when they are determined to be uncollectible.

Generally, the Company considers contract receivables past due after 90 days. Contract receivables over 90 days totaled $536,658 at December 31, 2025 ($2,459,226 at December 31, 2024). When practical, the Company may file statutory liens on projects where collection problems are anticipated. The liens serve as collateral for contract receivables. As of the date the financial statements were available to be issued, $290,101 of over 90 day contract receivables has been collected.

Allowance for Credit Losses

The Company maintains an allowance for credit losses for its financial instruments, which primarily consist of contract receivables and contract assets. The allowance for credit losses is estimated based on the expected future credit losses considering the Company's historical losses, existing economic conditions in the construction industry, the financial stability of its customers, and reasonable and supportable forecasts affecting collectability. The Company has elected the practical expedient, which allows the Company to assume that current conditions as of the balance sheet date do not change for the remaining life of the assets when developing reasonable and supportable forecasts. In addition, the Company has made an accounting policy election, available to nonpublic businesses, which allows the Company to consider collection activity after the balance sheet date when estimating expected credit losses. The Company has considered collection activity through March 23, 2026. Based on these factors, the Company determined that no allowance for credit losses was considered necessary at December 31, 2025 and 2024.

Inventory

Inventory consists of construction materials which are stated at the lower of cost and net realizable value.

Property and Equipment

The Company records property and equipment at cost. The cost of property and equipment is depreciated using the straight-line method over the estimated useful lives of the depreciable assets. Expenditures for maintenance and repairs are charged to expense as incurred. Major additions are capitalized. When property and equipment is sold or retired, the cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is recognized.

Leases

The Company adheres to the accounting standard for leases, which provides detailed guidance for financial statement recognition, measurement, and disclosure of leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use asset and a lease liability at the lease commencement date. The lease liability is initially measured at the present value of the unpaid lease payments at the lease commencement date. Key estimates and judgments include how the Company determines the discount rate, the lease term, and the lease payments.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Leases, continued
Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. The lease agreements do not contain any material residual value guarantees.

The Company has elected the practical expedient to account for the lease and non-lease components as a single lease component (e.g., maintenance and operating services). Therefore, for those leases, the lease payments used to measure the lease liability include all of the fixed consideration in the contract. All variable payments not based on a market rate or an index are expensed as incurred.

When the discount rate implicit in a lease is not readily determinable, the Company calculates the lease liability using the risk-free rate.

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include depreciation expense and estimated cost to complete, which have a direct effect on gross profit.

Fair Value of Financial Instruments
The Company's financial instruments consist of cash, contract receivables, contract retention, Employee Retention Credit receivable, accounts payable, and lease liability for which their current carrying amounts approximate fair market value as of December 31, 2025 and 2024.

Accounting for Uncertain Tax Positions
The Company adheres to the accounting standards regarding "Accounting for Uncertain Tax Positions." This accounting standard provides detailed guidance for financial statement recognition, measurement, and disclosure of uncertain tax positions. It requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be substantiated under examination. The Company files income tax returns in the United States and various state and local jurisdictions. The Company had no uncertain tax positions as of December 31, 2025 and 2024.

Income Taxes
The Company has elected to be taxed under the provisions of subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal or state corporation income taxes on its taxable income. Instead, the member is liable for income taxes on the Company's items of income, deductions, losses, and credits. Accordingly, no provision for income taxes is included in the accompanying financial statements. The Company is subject to certain state and local taxes, which have been recorded in the financial statements.

Subsequent Events
The Company has evaluated subsequent events through March 23, 2026, which is the date the financial statements were available to be issued.

Note 2 - Contract Receivables

Contract receivables consist of the following at December 31:

	2025	2024
Completed contracts	$ 2,715,822	$ 2,413,044
Contracts in progress	2,006,221	1,887,914
Related party	-	185,326
	$ 4,722,043	$ 4,486,284

At January 1, 2024, the contract receivables balance, net of allowance of credit losses of zero, was $3,806,256.

Note 3 - Contract Assets and Contract Liability

Costs, estimated earnings, and billings to date on contracts in progress are as follows at December 31:

	2025	2024
Costs incurred on contracts in progress	$ 4,644,977	$ 1,829,473
Estimated earnings	2,250,739	770,354
	6,895,716	2,599,827
Less billings to date	(5,378,308)	(2,417,172)
	$ 1,517,408	$ 182,655

Included in the accompanying balance sheet under contract assets and contract liability at December 31:

	2025	2024
Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$ 1,569,390	$ 223,354
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)	(51,982)	(40,699)
	$ 1,517,408	$ 182,655

Contract asset and contract liability are presented as follows as of December 31:

	2025	2024
Contract Assets:		
Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$ 1,569,390	$ 223,354
Contract retention	543,403	413,415
Less contract retention reclassified to contract liability	(12,127)	(17,544)
	$ 2,100,666	$ 619,225
Contract Liability:		
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)	$ (51,982)	$ (40,699)
Less contract retention reclassified from contract asset	12,127	17,544
	$ (39,855)	$ (23,155)

At January 1, 2024, the balance of contract assets was $492,597, and the balance of contract liability was $19,705.

Note 4 - Property and Equipment

Property and equipment consist of the following at December 31:

	Useful Lives	2025	2024
Construction equipment	5 years	$ 1,871,301	$ 1,643,463
Vehicles	5 years	957,845	1,061,210
Office equipment	3 - 5 years	41,344	35,928
		2,870,490	2,740,601
Less accumulated depreciation		(1,352,727)	(1,133,554)
		$ 1,517,763	$ 1,607,047

Note 5 - Accounts Payable

Accounts payable consist of the following at December 31:

	2025	2024
Trade	$ 35,561	$ 155,723
Retention	55,768	22,880
	$ 91,329	$ 178,603

Note 6 - Employee Retention Credit

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides for an Employee Retention Credit (ERC), which is a refundable tax credit against certain employment taxes. The Company determined that it qualifies for the tax credit under the CARES Act in 2021. During the year ended December 31, 2021, the Company claimed $483,297 related to the ERC. At December 31, 2025, the Company was due refunds in the amount of $37,597 ($483,297 at December 31, 2024). The balance is recorded as current on the balance sheet as the Company expects to receive the remaining balance within the next twelve months.

Note 7 - Leasing Arrangements

The Company leases office and warehouse space from a related party under the terms of noncancelable operating lease agreement that expires December 2032. The monthly payment was $9,658 for 2025 ($9,198 for 2024). The lease is subject to an annual 5% increase each year on January 1. For the year ended December 31, 2025, rents paid on the related-party lease were $115,896 ($110,376 for 2024).

The Company leases additional office and warehouse space from a related party under the terms of noncancelable operating lease agreement that expires December 2027. The monthly payment was $4,285 for 2025 ($4,095 for 2024). For the year ended December 31, 2025, rents paid on the related-party lease were $51,420 ($49,140 for 2024).

During 2025, the Company entered into a lease for office space, located in Utah, from an unrelated party which expires March 31, 2026. The lease requires payments of $2,750 per month and charges for common area maintenance and property taxes. For the year ended December 31, 2025, rental payments totaled $27,183.

The Company also has operating leases for equipment on a month-to-month basis for use on specific jobs throughout the years.

Note 7 - Leasing Arrangements, continued

The following summarizes the operating right-of-use asset as of December 31:

	2025	2024
Operating lease right-of-use asset	$ 1,256,181	$ 1,256,181
Accumulated amortization	(356,673)	(210,739)
	$ 899,508	$ 1,045,442

The following summarizes the lease liabilities as of December 31:

	2025	2024
Current portion of operating lease liabilities	$ 141,093	$ 127,753
Operating lease liabilities, net of current portion	827,261	968,353
	$ 968,354	$ 1,096,106

The amounts contractually due on lease liabilities as of December 31, 2025 were as follows:

2026	$ 175,500
2027	184,094
2028	134,165
2029	140,873
2030	147,917
Thereafter	318,391
Total lease payments	1,100,940
Less amount representing imputed interest	(132,586)
Present value of lease liabilities	$ 968,354

The following summarizes the line items in the income statements which include the components of lease expense for the years ended December 31:

	2025	2024
Operating lease expense - Operating expenses	$ 257,953	$ 183,023
Short-term lease expense - Contract costs	521,964	291,542
Total lease expense	$ 779,917	$ 474,565

Supplemental balance sheet information related to leases was as follows at December 31:

	2025	2024
Weighted average remaining lease term - Operating lease (years)	6.45	7.31
Weighted average discount rate - Operating lease	3.81%	3.81%

Note 8 - Retirement Plan

The Company has a safe-harbor 401(k) plan (the Plan) covering substantially all employees meeting certain eligibility requirements. The Plan requires employer matching contributions at the rate of 100% of the first 3%, and 50% of the next 2% of employee elective deferrals. The Company may also make discretionary profit-sharing contributions to the Plan. Total employer contributions were $44,403 for the year ended December 31, 2025 ($22,900 in 2024).

Note 9 - Income Taxes

The amount of taxable income passed through to the member is approximately $2,898,200 for the year ended December 31, 2025 ($1,617,000 in 2024).

Due to various timing differences, income recognition for tax purposes is different from income reported in the financial statements. Cumulative temporary differences are as follows at December 31:

	2025	2024
Cash basis adjustment	$ (6,698,200)	$ (4,769,000)
Differences in depreciation methods and lives	(1,517,800)	(1,607,100)
Other	68,900	50,700
Net deferred taxable income	$ (8,147,100)	$ (6,325,400)

Note 10 - Concentration of Credit Risk

Cash
The Company maintains its cash in bank deposit accounts that are insured by the Federal Deposit Insurance Corporation up to a limit of $250,000 per depositor. The Company has not experienced any losses in its bank deposit accounts and believes it is not exposed to any significant credit risk on cash.

Major Customers
Contract receivables and contract retention result from performance under construction contracts with various customers. No customer represented more than 20% of the Company's contract receivables and contract retention at December 31, 2025 and 2024. No customers represented more than 20% of total revenue at December 31, 2025 and 2024. The Company's credit risk related to contract receivables and contract retention is minimized by the Company's rights under lien laws on construction contracts subject to those laws.

Note 11 - Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at years-end, letters of intent, and contractual agreements on which work has not begun.

The following schedule is a reconciliation of backlog representing signed contracts in existence at December 31:

	2025	2024
Balance, beginning	$ 4,131,974	$ 1,406,937
New contracts and contract adjustments	22,860,572	15,128,621
	26,992,546	16,535,558
Less contract revenue earned during the year	(18,992,625)	(12,403,584)
Balance, ending	$ 7,999,921	$ 4,131,974

Note 12 - Noncash Transactions

Noncash operating, investing, and financing transactions related to the statements of cash flows are as follows:

	2025	2024
Change in accounts receivable	$ 235,759	$ 680,028
Change in related-party receivable discharged via distribution	206,651	-
Cash change	$ 442,410	$ 680,028
Distributions	$ (3,700,763)	$ (4,486,500)
Distribution of fixed assets	102,518	-
Related-party receivable discharged via distribution	206,651	-
Cash paid for distributions	$ (3,391,594)	$ (4,486,500)

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1 & 2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* Fifteen Thousand Dollars Dollars and Cents Lump Sum	Lump Sum	$15,000.00 *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Two Thousand Five Hundred Dollars and Cents Lump Sum	Lump Sum	$2,500.00
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) One Dollars and Forty-Five Cents per Linear Foot	$1.45	$40,600.00
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) One Dollars and Forty-Five Cents per Linear Foot	$1.45	$47,850.00
5	56,000 SY	Asphalt Surface Treatment (P-608) One Dollars and Ninety-Five Cents per Square Yard	$1.95	$109,200.00
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) One Dollars and Fifty Cents per Square Foot	$1.50	$7,500.00
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) One Dollars and Fifty Cents per Square Foot	$1.50	$3,450.00
8	6,900 SF	Airfield Marking (P-620) Four Dollars and Cents per Square Foot	$4.00	$27,600.00
9	600 LBS	Reflective Media (P-620) Eight Dollars and Cents per Pound	$8.00	$4,800.00
		TOTAL BID AMOUNT	$	

Base Bid Total: $258,500.00

Maxwell 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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

_____

650 South Delong Street, Salt Lake City, UT. 84104

_____

_____

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) Steve Maxwell - Pres.

b) Dale Maxwell - 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.: 986547

Type of License: C12 & C32

Expiration Date: 09/30/2027

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Robert McIntosh

Relationship to Bidder: Employee

DIR Registration Number: 1000002794

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 04/08/2026

Signature of Bidder:

Maxwell Asphalt, Inc. CONTRACTOR

650 South Delong Street
Street Address

Salt Lake City, UT. 84104
City, State and Zip

801-972-2097
Telephone (Include Area Code)

rob@maxwellasphalt.com
Email Address

Sign here: Robert McIntosh

By: Robert McIntosh
Type Name

-AND-

Sign here:

By: Robert McIntosh
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.

N/A

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number:_____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Maxwell Asphalt, Inc.
P.O. Box 585
Bountiful, UT 84011

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:
(Name, legal status and address)

Lincoln City
600 Sixth Street
Lincoln, CA 95648

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent (10%) of Total Amount Bid

PROJECT:
(Name, locaton or address and project number, if any))
Lincoln Regional Airport, AIP/AIG No: 3-06-0120-033/034-2026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

Robert McIntosh
(Witness)

Maxwell Asphalt, Inc.
(Principal) *(Seal)*
Steve Maxwell
(Title)

Jessica Pearson
(Witness)

United States Fire Insurance Company
(Surety) *(Seal)*
Alan W. Lord
(Title) Alan W. Lord **Attorney-In-Fact**

Init.

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061110

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

12520

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Alan W. Lord, Sam W. Clark, Douglas S. Roskelley, Hilary Baillargeon, Samuel Christopher Clark, Doris Martin, Michael Murphy, Leslie Parke, Jessica Pearson

each, 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 and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars ($50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of April 20 26.

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Nevada) ss.
COUNTY OF Clark)

In accordance with Public Contract Code section 7106, *(Name)* Robert McIntosh, being first duly sworn, deposes and says that he/she is *(Title)* Contracts Admin. of *(Company)* Maxwell 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:

Maxwell Asphalt, Inc.
Name of Firm

Signature 04/07/26 RM ~~04/06/2026~~ 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.

State of Nevada
County of Clark
Subscribed and sworn to this 6th day of April of 2026.
by Robert Hamilton McIntosh

NOTARY PUBLIC

Xiang Ao
Notary Public - State of Nevada
County of Clark
Appt. No. 16-2659-1
My Appt. Expires: February 27, 2028

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted no later than 4pm on the next business day following 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	Maxwell Asphalt, Inc.	Salt Lake City, UT. 84104	1000002794
*Entire Project			
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER

(Attach additional sheets if necessary.)

By: Robert McIntosh

Bidders Signature

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's total bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 04/08/2026 **SIGNED BY** Robert McIntosh

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☑ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

04/08/2026
Date

Robert McIntosh
Signature

MAXWELL ASPHALT

PO Box 585
Bountiful, UT 84011
801-972-2097 phone
801-416-1872 fax

ATTACHMENT: DETAILED REASONING — FLEET DOES NOT FALL UNDER THE REGULATION
Title 13, California Code of Regulations, Division 3, Chapter 9, Section 2449 et seq. Submitted by: Maxwell Asphalt, Inc. | Bountiful, UT 84011 | Date: April 8, 2026

I. Overview
Maxwell Asphalt, Inc. is a Utah-based contractor with its principal place of business in Bountiful, Utah. For California public works projects, Maxwell Asphalt does not transport or deploy its Utah-registered fleet into the State of California. Any equipment that would otherwise be subject to the Regulation is sourced through California-based rental companies for the duration of California project work. For the reasons set forth below, Maxwell Asphalt's owned fleet does not fall under the Regulation.

II. The Regulation's Scope is Limited to Self-Propelled Off-Road Diesel Vehicles
The In-Use Off-Road Diesel-Fueled Fleets Regulation applies to all self-propelled off-road diesel vehicles 25 horsepower or greater used in California and most two-engine vehicles (except on-road two-engine sweepers). CA
The operative phrase is **"self-propelled off-road diesel vehicles... used in California."** Maxwell Asphalt's owned equipment falls outside this scope for two independent reasons: (1) the nature of the equipment itself, and (2) the fact that none of it is operated in California.

III. Analysis of Maxwell Asphalt's Owned Fleet by Category
A. On-Road Licensed Trucks (Not Subject to the Regulation)
The following vehicles in Maxwell Asphalt's fleet are licensed, registered, and operated as **on-road vehicles** subject to federal and state motor vehicle registration requirements, not as off-road diesel vehicles:

- 2009 Peterbilt Distributor Truck (Bearcat Distribution System)
- 2022 Kenworth Distributor Truck (Bearcat Distribution System)
- 2015 Kenworth Truck Mounted Striper
- 2007 La France Stripe Hog Waterblasting Truck
- 2016 Freightliner Stripe Hog Waterblasting Truck
- 2006 International Roll Off Bin Truck
- 2015 International Tymco Sweeper Truck
- 1999 Freightliner Water Truck (2,000 gallon)
- 2018 Dodge 3500 Flat Bed Utility Truck
- 2023 Dodge 3500 Flat Bed Utility Trucks (×2)
- 2022 Dodge 5500 Flat Bed Utility Trucks (×2)

The Off-Road Regulation is not designed for any vehicles that can function on-road, even if they are modified so that they can be driven on-road. Tankspecialtiesca All of the above vehicles are street-legal, VIN-registered, on-road trucks that travel public highways between job sites. They are explicitly outside the scope of Section 2449, which governs **off-road** diesel-fueled fleets.

Additionally, the Tymco Sweeper Truck listed above is specifically a two-engine vehicle designed for on-road use. Two-engine sweepers as defined in the Truck and Bus regulation, Title 13, CCR, section 2025, are excluded from the two-engine vehicle provisions of this regulation. Justia Even if any sweeper were analyzed under the two-engine provisions, it qualifies for this express carve-out.

B. Non-Self-Propelled and Non-Diesel Equipment (Not Subject to the Regulation)
The following equipment is either non-self-propelled, non-diesel powered, or does not meet the 25 hp threshold, and therefore falls outside the regulation's applicability:

- BearCat Crack Seal Kettles (×3) — towed, non-self-propelled
- Marathon Mastic Kettles (×3) — towed, non-self-propelled
- Graco Grindlazers HP DC1021 DCS (×2) — walk-behind grinders, not self-propelled vehicles
- Grayco 2-Gun Line Driver Stripers (×6) — walk-behind, not self-propelled diesel vehicles
- Grayco 3-Gun Line Driver Striper (×1) — walk-behind, not self-propelled diesel vehicle
- Marathon Walk Behind Routers (×6) — walk-behind, not self-propelled diesel vehicles
- Hurricane Ride-On Blowers (×4) — typically gasoline/propane powered; do not meet the off-road diesel definition
- Ingersoll Rand Air Compressors (×3) — stationary/portable; portable engines are expressly excluded from the regulation except for auxiliary engines included in specific subsections not applicable here. Legal Information Institute
- Thermoplastic Melter – AutoIR G4 Infrared Heater — not a diesel vehicle
- Silicone Sealant Machine — not a diesel vehicle
- NAC Dynamic Friction Tester — not a self-propelled off-road diesel vehicle
- RV SM2T Retroreflectometer — measuring instrument, not a regulated vehicle
- Hali-Brite Lighted X's (×2) — traffic control equipment, not a vehicle

C. The Genie 5K Forklift (2006) — Not Operated in California
The one piece of owned equipment that would otherwise qualify as a self-propelled off-road diesel vehicle is the 2006 Genie 5K Forklift. However, this unit **is not transported to or operated in California.** The regulation's applicability is expressly tied to vehicles **"used in California."** A Utah-based vehicle that never crosses into California is simply outside the regulation's geographic jurisdiction.

IV. Equipment Used in California is Rented In-State — Compliance Obligation Rests with Rental Company
For any California project requiring equipment that would fall under Section 2449 (such as a forklift or other off-road diesel equipment), Maxwell Asphalt sources that equipment from **California-based rental companies**. This is the critical dispositive point for purposes of this certification.
Vehicles that are rented or leased for a period of less than one year must be included in the fleet of the rental or leasing company. Legal Information Institute This means that when Maxwell Asphalt rents equipment from a California rental company for use on a California project, the compliance burden — including CARB registration, Tier requirements, and Certificate of Reported Compliance obligations — rests entirely with the **rental company**, not with Maxwell Asphalt as the renter. Equipment rented from California-based rental companies typically carries the compliance responsibility with the rental company, not the renter. Equipment Insider Maxwell Asphalt will verify and retain compliance documentation from any California rental vendor prior to operating rented equipment on the project site.

V. Conclusion

Maxwell Asphalt's owned Utah-registered fleet does not fall under Title 13, CCR, Division 3, Chapter 9, Section 2449 for the following reasons:

1. The large truck fleet consists entirely of on-road licensed vehicles expressly outside the off-road regulation's scope.
2. The remaining owned equipment is either non-self-propelled, non-diesel, walk-behind, or portable — none of which meet the definition of a regulated off-road diesel vehicle.
3. The single piece of owned equipment that could otherwise qualify (the 2006 Genie forklift) is not operated in California.
4. Any off-road diesel equipment actually used on California project sites is rented from California-based vendors, placing the compliance obligation with the rental fleet owner, not Maxwell Asphalt.

Maxwell Asphalt hereby certifies under penalty of perjury that the foregoing is true and correct to the best of its knowledge.

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS: *See Attached*

1. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

2. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

3. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

4. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

5. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

6. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

7. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

LIST OF EQUIPMENT TO BE USED ON THE PROJECT: *See Attached*

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK: *See Attached*

Name	Job Responsibility

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Maxwell Asphalt, Inc.
Name of Bidder

Robert McIntosh
Signature of Bidder

986547
Contractor's License No.

Contracts Admin.
Title of Signator

04/08/2026
Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

N/A

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year_____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: Maxwell Asphalt, Inc. Certified DBE: ☐ Yes ☐ No

Firm Address: 650 South Delong Street City: Salt Lake City State: Utah Zip Code: 84104

Contact Name: Robert McIntosh Email Address: rob@maxwellasphalt.com Phone: 801-972-2097

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☑ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American ☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American	☐ 8 - 10 years	☑ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American	☑ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: Certified DBE: ☐ Yes ☐ No

Firm Address: City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American ☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American	☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: Certified DBE: ☐ Yes ☐ No

Firm Address: City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American ☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American	☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Please copy page if you need to add more subcontractors.

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: Maxwell Asphalt, Inc.
Firm Address: 650 South Delong Street City: Salt Lake City State: UT Zip Code: 84104
Contact Name: Robert McIntosh Email Address: rob@maxwellasphalt.com Phone: 801-972-2097

Small Business Firms to be Utilized

Firm Name: Maxwell Asphalt, Inc.
Firm Address: 650 South Delong Street City: Salt Lake City State: UT Zip Code: 84104
Contact Name: Robert McIntosh Email Address: rob@maxwellasphalt.com Phone: 801-972-2097
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☑ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
	All Asphalt Maintenance Related Work	$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: Robert McIntosh Company Name: Maxwell Asphalt, Inc.
Print Name: Robert McIntosh Date: 04/08/2026
Title: Contracts Admin.

Reviewer Certification (For use by Sponsor Only)

Signature: Company Name:
Print Name: Date:
Title:

SUBMIT THIS SHEET AS PART OF YOUR BID

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.26 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name:	Maxwell Asphalt, Inc.				
Firm Address:	650 South Delong Street	City:	Salt Lake City	State: UT	Zip Code: 84104
Contact Name:	Robert McIntosh	Email Address:	rob@maxwellasphalt.com		Phone: 801-972-2097

Business Profile

Describe the primary activities of your firm:	Associated NAICS Codes:
All Asphalt Maintenance Related Work	

Number of Employees

Full-time:	Part-time:	Total:
20		20

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

*All Returns Available Upon Request

Year:	Total Receipts:
2020	$ 9,400,000
2021	$ 6,300,000
2022	$ 7,000,000
2023	$ 7,000,000
2024	$ 8,400,000
Average Receipts:	$ 7,620,000

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years: N/A

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

Year:	Total Receipts:
	$ -
	$ -
	$ -
	$ -
	$ -
Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature:	Robert McIntosh	Company Name:	Maxwell Asphalt, Inc.
Print Name:	Robert McIntosh	Date:	04/08/2026
Title:	Contracts Admin.		

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature:		Employer:	
Print Name:		Date:	
Title:			

SUBMIT THIS SHEET AS PART OF YOUR BID

Maxwell Asphalt, Inc.

(An S Corporation)

Reviewed Financial Statements

December 31, 2024 (Restated) and 2023

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SAVAGE ESPLIN & RADMALL, PC
▪ *Certified Public Accountants* ▪

Independent Accountant's Review Report

To the Board of Directors:
Maxwell Asphalt, Inc

We have reviewed the accompanying financial statements of Maxwell Asphalt, Inc (an S corporation), which comprise the balance sheets as of December 31, 2024 (restated) and 2023, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Maxwell Asphalt, Inc and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

20 North Main, Suite 402 • St. George, Utah 84770 • Phone: 435.673.6195 • Fax: 435.673.6833

www.sercpas.com

Supplementary Information

The supplementary information included in the accompanying Supplement Schedules of Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed such information and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on it.

Savage Esplin & Radmall, PC

SAVAGE ESPLIN & RADMALL, PC
July 31, 2025

Maxwell Asphalt, Inc.
Balance Sheets
December 31, 2024 (Restated) and 2023

	2024 (Restated)	2023
ASSETS		
Current Assets		
Cash and cash equivalents	$ 182,045	$ 306,973
Accounts receivable	2,186,873	1,746,354
Prepaid expenses	228,527	189,552
Inventories	159,457	274,678
Employee advances	0	8,988
Deposits	0	5,000
Total Current Assets	2,756,902	2,531,545
Property and Equipment		
Machinery and equipment	2,960,055	2,812,886
Vehicles	2,092,219	1,305,056
Accumulated depreciation	(2,889,737)	(2,597,680)
Total Property and Equipment, net	2,162,537	1,520,262
TOTAL ASSETS	$ 4,919,439	$ 4,051,807
LIABILITIES & STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$ 824,894	$ 205,868
Credit cards payable	185,824	73,538
Accrued liabilities	17,620	0
Lines of credit	195,126	826,336
Due to stockholder	73,875	6,177
Current portion, long-term debt	305,303	340,183
Total Current Liabilities	1,602,642	1,452,102
Long Term Liabilities		
Long-term debt, less current portion	922,219	570,968
Total Liabilities	2,524,861	2,023,070
Stockholders' Equity		
Common stock, $1 par value (50,000 shares authorized: 2,000 shares issued and outstanding)	2,000	2,000
Additional paid-in capital	39,195	39,195
Retained earnings	2,353,383	1,987,542
Total Stockholders' Equity	2,394,578	2,028,737
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 4,919,439	$ 4,051,807

See accompanying notes and independent accountant's review report

Maxwell Asphalt, Inc.

Statements of Income and Retained Earnings

For the Years Ended December 31, 2024 (Restated) and 2023

	2024 (Restated)	2023
Revenue		
Sales	$ 8,463,483	$ 7,086,683
Cost of Sales		
Product cost	2,652,392	2,542,162
Direct labor	1,299,203	1,170,377
Subcontractors	788,636	582,135
Trucking/freight	165,713	199,701
Equipment rental	87,067	50,318
Total Cost of Sales	4,993,011	4,544,693
Gross Margin	3,470,472	2,541,990
Operating Expenses		
Travel, fuel, and auto	658,349	462,766
Insurance	565,235	559,716
Salaries and wages	361,068	333,727
Depreciation	348,115	391,364
Other operating expenses	307,072	261,025
Repairs and maintenance	117,342	120,287
Supplies	89,206	112,525
Rents	59,481	28,800
Total Operating Expenses	2,505,868	2,270,210
Net Income from Operations	964,604	271,780
Other Income		
Gain on sale of assets	27,000	25,916
Total Other Income	27,000	25,916
Other Expense		
Interest expense	155,165	125,489
Total Other Expense	155,165	125,489
Net Income	$ 836,439	$ 172,207
Retained earnings, beginning	1,987,542	2,210,011
Shareholder dividends	(470,598)	(394,676)
Retained Earnings, Ending	$ 2,353,383	$ 1,987,542

See accompanying notes and independent accountant's review report

Maxwell Asphalt, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2024 (Restated) and 2023

	2024 (Restated)	2023
Cash Flows from Operating Activities		
Net Income	$ 836,439	$ 172,207
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	348,115	391,364
(Gain)/Loss on sale of assets	(27,000)	(25,916)
(Increase) decrease in:		
Accounts receivable	(440,519)	1,075,885
Prepaid expenses	(38,975)	(162,756)
Inventories	115,221	(50,214)
Employee Advance	8,988	(2,466)
Deposits	5,000	(5,000)
Increase (decrease) in:		
Accounts payable	619,026	(577,281)
Credit card liabilities	112,286	49,526
Accrued liabilities	17,620	0
Due to Stockholder	67,699	3,708
Net Cash Provided by Operating Activities	1,623,900	869,057
Cash Flows from Investing Activities		
Proceeds from the sale of assets	6,500	30,000
Purchases of property and equipment	(613,326)	(117,375)
Net Cash (Used) by Investing Activities	(606,826)	(87,375)
Cash Flows from Financing Activities		
Loan and line of credit proceeds received	1,319,326	711,000
Principal payments on lines of credit and long-term debt	(1,990,730)	(1,137,972)
Shareholder dividends	(470,598)	(394,676)
Net Cash Provided/(Used) by Financing Activities	(1,142,002)	(821,648)
Net Increase (Decrease) in Cash and Cash Equivalents	(124,928)	(39,966)
Cash and Cash Equivalents, Beginning of Year	306,973	346,939
Cash and Cash Equivalents, End of Year	$ 182,045	$ 306,973

See accompanying notes and independent accountant's review report

MAXWELL ASPHALT

P.O. Box 585
Bountiful, UT 84011
Phone 801-972-2097
Fax 801-416-1872

KEY PERSONNEL EXPERIENCE

Dale Maxwell is one of the owners and Secretary of Maxwell Asphalt, Inc. His 40 plus years of experience in asphalt maintenance includes estimating, developing new processes, crack seal, joint seal, patching and paving, various pavemer friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements sealants, and layout of airport markings. He is an experienced CDL driver and equipment operator. He supervises the contracts and bid process and specializes in scheduling company crews to complete various concurrent projects.

Steve Maxwell is one of the owners and President of Maxwell Asphalt, Inc. His 35 plus years of experience in asphalt maintenance includes estimating, developing new processes and specialized equipment, crack seal, joint seal, patching and paving, various pavement sealants, friction testing, paint and rubber removal, thermo marking application and striping specializing in FAA requirements and layout of airport markings. He is also an experienced CDL driver and equipment operator. He oversees all projects and specializes in organizing crews, working with onsite supervisors and ordering and delivering materials for each specific project.

Stuart Nunn has 25 plus years experience in construction and has an electrical engineering degree. Since 2011 Stuart has overseen all airport markings for Maxwell Asphalt. He speciallizes in FAA requirements and the layout of airport markings. He assures that the detailed striping for the project meets specification requirements and expectations of the owner and resident onsite engineer of all projects.

Jorge Valles has over 20 years experience in asphalt maintenance, including crack seal, joint seal and pavement markinç He specializes in operation of crack seal application and pavement marking equipment and in the layout of pavment markings. He is knowlegeable of FAA strigent regulations and requirements and experienced in assisting airport personnel, onsite engineer representatives and working with manufacturers representatives to ensure that all applications meet the required specifications. He is experienced in the strict FAA requirements when working on airfields.

Mark Carlson is our seal coat supervisor and has over 30 years of experience driving distributer trucks and applying seal coat materials. His main responsibility for Maxwell Asphalt is overseeing all seal coat applications. He is a seasoned licensed CDL driver and works with project owners, onsite engineer representatives and manufacturers to ensure that the application of seal coat materials meets all specified requirements. He is experienced in the strict FAA requirements when working on airfields.

Spencer May is our driver for our Peterbuilt/Bearcat Distributer and Kenworth/Bearcat Distributer Trucks and has over 10 years experience as a CDL Driver. He has over 8 years experience in seal coat applications. He is also our operator for the NAC Dynamic Friction Tester with 6 years experience. He is experienced in assisting airport personnel, onsite engineer representatives and working with manufactors representatives in determining the friction values to meet contract specifications. He is experienced in the strict FAA requirements when working on airfields.

Mark Petersen is a licensed general contractor with over 45 years experience and has worked with Maxwell Asphalt as a project supervisor for 13 years. He has experience in all facets of construction. He works with onsite engineers and sub contractors to ensure that all materials and construction methods meet the stringent FAA requirements and that airport closures are kept to a minimum.

Ty Robins is our crack seal supervisor. He has over 12 years experience in crack seal applications. He is experienced in assisting airport personnel, onsite engineer representatives and working with manufacturers in securing the best crackseal application and meeting the required specifications. He is a CDL driver and has experience supervising crews to assist other teams with other various processes and applications. He has over 10 years working on airport projects and is experienced in the strict FAA requirements when working on airfields.

MAXWELL ASPHALT

P.O. Box 585
Bountiful, UT 84011
Phone 801-972-2097
Fax 801-416-1872

LIST OF AVAILABLE EQUIPMENT

Quantity	Year	Make	Description
1	2009	Peterbilt	Distributor Truck with Bearcat Distribution System
1	2022	Kenworth	Distributor Truck with Bearcat Distribution System
1	2015	Kenworth	Truck Mounted Striper
1	2007	La France	Stripe Hog Waterblasting Truck
1	2016	Freightliner	Stripe Hog Waterblasting Truck
1	2006	International	Roll Off Bin Truck
1	2015	International	Tymco Sweeper Truck
	1999	Freightliner	Water Truck 2000 gallon
2			Graco Grindlazers - HP DC1021 DCS - Grinders
1	2018	Dodge	3500 Flat Bed Utility Trucks
2	2023	Dodge	3500 Flat Bed Utility Trucks
2	2022	Dodge	5500 Flat Bed Utility Trucks
1	2006	Genie	5K Forklift
3		BearCat	Crack Seal Kettles
3		Marathon	Mastic Kettles
1		NAC	Dynamic Friction Tester (fully rebuilt 2020)
1		RV SM2T	Retroreflectometer
2		Hali-Brite	Lighted X's
6		Grayco	2 gun Line Driver Stripers with computer controlled bead dispensers
1		Grayco	3 gun Line Driver Striper with computer controlled bead dispenser
1			Thermoplastic Melter - AutoIR - G4 Infared Heater
3		Ingersoll Rand	Air Compressors
6		Marathon	Walk behind routers
4		Hurricane	Ride on Blowers
1			Silicone Sealant Machine

Maxwell Asphalt, Inc

Corporate Certification

I, Dale Maxwell, certify that I am the Secretary of Maxwell Asphalt, Inc organized under the laws of the State of Utah that Steven Maxwell who signed this power of attorney on behalf of the donor, is the President of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the 23rd day of July, 2010 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

I further certify that the said Power of Attorney has not been rescinded and is at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Salt Lake this 31st day of August 2015.

Dale Maxwell, Secretary

Maxwell Asphalt, Inc

Minutes of Special Meeting of the Board:

Minutes of a special meeting of the Board held at the office of the Corporation at 650 S Delong St, Salt Lake City and State of Utah on the 23 day of July 2010 at 10:00 o'clock in the morning.

The President called the meeting to order and directed the Secretary to call the roll of the Directors.

The following Directors answered present:

Dale Maxwell, Director
Steven Maxwell, Director

The President, Steven Maxwell then stated that this meeting was called especially at the request of Dale Maxwell, Director to consider the following Business:

As Maxwell Asphalt is in the business to bid for work it is requested that Maxwell Asphalt, Inc give authority to Robert McIntosh, estimator for Maxwell Asphalt, Inc to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of and under the license of Maxwell Asphalt, Inc. To give Robert McIntosh authority to complete, sign and submit all required documents to submit such bids.

The Secretary, Dale Maxwell then read the notice of meeting and stated that the same was sent to each and every director in accordance with the By-Laws.

On motion duly made and carried, the notice was ordered spread upon the minutes.

The following business was thereupon taken up and transacted:

Robert McIntosh, estimator for Maxwell Asphalt, Inc shall be given authority to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of Maxwell Asphalt, Inc and under the license of Maxwell Asphalt, Inc. Robert McIntosh shall be given authority to complete, sign and submit all documents required to submit such bids.

There being no further business the meeting was adjourned.

Dated the 23 day of July, 2010

Dale Maxwell, Secretary

MAXWELL ASPHALT
Sealing Specialists

Bidding Power of Attorney

Know all men by these presents: That Maxwell Asphalt, Inc doing business as a Corporation under the laws of the State of Utah having a principal place of business at 650 S Delong St, Salt Lake City, Utah 84104, hereby constitutes and appoints Robert McIntosh to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEROF, the said Maxwell Asphalt, Inc caused these presents to be sealed and signed:

Steven Maxwell, President of Maxwell Asphalt, Inc — July 23, 2010 (Date)

Witness: _____ Title: Manager, Maxwell Asphalt, Inc

Maxwell Asphalt Statement of Qualifications 2020

Bear Lake Airport	$	22,927.00
Bowman Field Airport	$	159,904.06
Camarillo Airport	$	162,176.30
Cortez Airport	$	369,500.55
Deer Lodge Airport	$	158,287.31
Dona Ana County Jetport	$	379,752.48
Elko	$	158,573.61
Ely Airport	$	60,930.00
Fallon Naval Air Station	$	605,707.67
Fallon Naval Air Station Seal Coat	$	349,590.00
Heber Valley Airport	$	243,697.32
Hot Springs	$	154,975.90
Lampson Field	$	44,900.00
LaPorte Municipal Airport	$	2,698,293.82
Midland Airport	$	1,064,405.00
Montrose Airport	$	488,412.41
Price-Carbon County Airport	$	299,373.50
Round Valley Airport	$	472,206.25
Stockton Airport	$	1,058,612.87
Walla Walla Airport	$	346,509.08
TOTAL	**$**	**9,298,735.13**

Maxwell Asphalt Statement of Qualifications 2022

Brigham City Airport	$	111,451.44
Chadron Airport	$	94,686.33
Colfax County Airport	$	224,143.98
Cut Bank Airport	$	290,198.60
Delta County	$	157,824.75
Dona Ana	$	169,294.30
Fallon Navel Air Station	$	647,788.41
Gunnison Airport	$	675,449.75
Los Alamos	$	834,015.21
Pagosa Springs Airport	$	360,881.25
Portales Airport	$	121,449.66
Preston Airport	$	66,692.30
Rexburg Airport	$	146,890.10
Shafter Airport	$	955,415.00
Skyharbor Airport	$	342,518.00
SLC Taxiway Project	$	127,491.44
Steamboat Springs	$	182,516.00
Vernal Airport	$	474,265.70
Walla Walla Airport	$	236,221.40
Wendover Airport	$	542,929.92
TOTAL	**$**	**6,762,123.54**

Maxwell Asphalt Statement of Qualifications 2023

Bluff Airport	$	102,986.00
Brigham City Airport	$	192,834.44
Chamberlain Airport	$	140,190.20
Colorado Air and Space Port	$	324,455.00
Fallon Navel Air Station	$	587,065.00
Grand Junction Seal Coat	$	23,113.00
Grant County Airport	$	596,276.46
Grant County Airport Apron	$	261,639.90
Half Moon Bay Airport	$	481,846.00
Humboldt Airport	$	153,905.40
Los Alamos	$	52,402.67
Mesa Del Rey Airport	$	129,667.10
Montrose Airport	$	78,134.00
Nevada County Airport	$	220,568.95
Pagosa Springs Airport	$	30,618.75
Prescott Airport	$	438,341.75
Prescott Hangars	$	227,588.25
Rexburg Airport	$	10,856.60
Roswell	$	757,937.26
San Carlos Airport	$	151,553.20
Seligman Airport, AZ	$	57,232.00
Shafter Airport	$	134,487.50
South Padre Island Airport	$	404,056.25
Twin Bridges Airport	$	168,111.75
Vernal Airport	$	172,054.72
Walla Walla Airport	$	501,093.00

TOTAL **$ 6,399,015.15**

Q&D CONSTRUCTION
est 1964

CONSENT OF MANAGER
OF Q&D CONSTRUCTION LLC

The undersigned, Lance Semenko ("Manager"), in his capacity as the sole Manager of Q&D Construction LLC, a Nevada limited liability company (the "Company"), hereby consents to the following resolutions and actions of the Company:

WHEREAS, Section 5.6 and Section 5.7 of the Company's Revised and Restated Operating Agreement, dated January 31, 2018, as amended by that certain First Amendment to the Revised and Restated Operating Agreement of the Company, dated January 1, 2023 (collectively, the "Operating Agreement"), provides that the Manager may authorize by written action any person to enter into and perform any agreement on behalf of the Company, subject to the other limitations set forth the Operating Agreement.

WHEREAS, the Manager believes it is in the best interests of the Company to authorize certain persons to execute certain agreements on behalf of the Company.

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager hereby authorizes Lance Semenko, Duane Boreham, Jeff Bean, Kevin Linderman, Brett Amesbury, and LaMonte Forgays to execute RFPs, RFQs, Bid Proposal Forms, Bid Bonds, Preconstruction Contracts, Construction Contracts, Owner Agreements, Performance and Payment Bonds, Subcontracts, and any related or subsequent documents and agreements related thereto, on behalf of the Company.

IN WITNESS WHEREOF, the undersigned Manager adopts, ratifies, and approves the forgoing resolution as an action of the Company.

Effective January 1, 2026.

Lance Semenko

Lance Semenko, Manager

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-8 - CONCRETE
D06 - CONCRETE RELATED SERVICES

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868
AUDIT NO: 687714

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868
AUDIT NO: 687715

CA

State of California Department of Industrial Relations

Public Works Support Log in

eCPR Search

Knowledge

Contractor Registration Search

Project Registration Search

Register

Home > Customer Account Lookup > 1000061144 - Q&D CONSTRUCTION LLC

1000061144 - Q&D CONSTRUCTION LLC

Customer Account Lookup

PWCR

1000061144

Contractor Status

DIR Approved

CSLB

427988

Business Phone

7757862677

Ext

Registration Start Date

2025-07-01

Legal Entity Name

Q&D CONSTRUCTION LLC

Doing Business As (DBA)

Q&D Construction LLC

Business Structure

Limited Liability Company (LLC)

President

Lance Semenko

Email

ksalitrero@qdconstruction.com

Registration End Date

2026-06-30

Crafts

Carpenter and Related Trades | Cement Mason | Laborer and Related Classifications | Operating Engineer (Heavy and Highway Work) | Traffic Control/Lane Closure (Laborer)

Address

Mailing Address

1050 S 21ST STREET

Mailing Address - City

SPARKS

Mailing Address - State

Nevada (NV)

Mailing Address - Zip

89431

Mailing Address - Country

United States

Physical Address

PO BOX 10865

Physical Address - City

RENO

Physical Address - State

Physical Address - Zip

89510

Physical Address - Country

United States

Related Lists

Registration Dates (8)

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 1

Dated: March 17, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#1**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to Contract Time in the bid documents shall be changed to **30 working days** in all locations in the plans and specifications. Original documents mistakenly indicated only 20 working days.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/17/2026
Date of Issuance

END OF ADDENDUM 1

600 Sixth Street
Lincoln, CA 95648
(916) 434-2400
Administrative Services - City Manager's Office - Community Development
Fire - Library - Recreation - Police - Public Works

City of Lincoln
Live. Life. Lincoln

LINCOLN REGIONAL AIRPORT
LINCOLN, CALIFORNIA
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG NO. 3-06-0120-033-034-2026
C.I.P. 720
ADDENDUM NO. 2

Dated: March 26, 2026

Dear Plan Holders:

BID OPENING IS 2:00 PM, April 9, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by writing "**#2**" in the space provided on the cover sheet of the Bid Form. Failure to do so may subject Bidder to disqualification.

Notice is hereby given that the Plans and Specifications for the Lincoln Regional Airport Crack Seal and Seal Coat Aircraft Parking Apron Project have been revised as follows:

This Addendum is issued to reflect changes, clarifications and additions to the plans and project manual:

ITEM	
1	All references to the non-mandatory Pre-Bid meeting shall be changed to **Friday March 27, 2026 @ 9:00 am.** Original document mistakenly indicated 2:00 pm on the cover page.

Any bid proposal not in compliance with this Addendum may be rejected.

Roland Neufeld P.E., Project Manager

3/26/2026
Date of Issuance

END OF ADDENDUM 2

ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
SPECIAL PROVISIONS
FOR

Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport

AIP/AIG No: 3-06-0120-033/034-2026

FOR USE IN CONNECTION WITH PUBLIC FACILITIES IMPROVEMENT STANDARDS, EQUIPMENT RENTAL RATES AND GENERAL PREVAILING WAGE RATES

Approval Recommended by:	*Roland Neufeld*
Approved by:	*Vin Cay, P.E., City Engineer*
BID OPENS:	*Thursday April 9, 2026 @ 2:00 pm*
CONTRACT #:	CIP 720
PRE-BID:	Friday March 27, 2026 @ 2:00 pm

REGISTERED PROFESSIONAL ENGINEER
R. DAMON BRADLEY
No. C 66558
Exp. 6-30-2026
CIVIL
STATE OF CALIFORNIA

3.11.26

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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS

NOTICE HEREBY is given that the City of Lincoln, California, will receive bids for the furnishing of all labor, materials, equipment, transportation and services for *Crack Seal and Slurry Seal Aircraft Parking Apron at the Lincoln Regional Airport* located in the City of Lincoln, Placer County, California.

ENGINEER'S ESTIMATE: $ 560,000

TIME AND PLACE FOR SUBMISSION AND OPENING:
Sealed bid proposals shall be submitted on or before *Thursday, April 9, 2026,* at the hour of *2:00 pm*, at the Office of the City Clerk, City of Lincoln, City Hall, 600 Sixth Street, Lincoln, California. Any bid received after the time specified will be returned to the bidder unopened. All bids will be opened, publicly read aloud and recorded by the City Clerk at the time and place specified, in a public meeting called for that purpose.

The City reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement. The City Clerk will report the bids to the Lincoln City Council in regular session. Each bid shall be on forms provided by the City and shall in all respects comply with the Instructions to Bidders and the Contract Documents.

SECURING DOCUMENTS:
Contract documents are available for downloading free of charge through the services of Planet Bids. You may sign up to use this service which will automatically inform you of updates and amendments. Plans and specifications are available for download at *https://pbsystem.planetbids.com/portal/48920/bo/bo-search*. Sign up or sign in to download the project documents including bidder's list etc. Hard copies are not available from the City.

NON MANDATORY PRE-BID CONFERENCE:
A pre-bid conference for this project shall be held at Lincoln Regional Airport, 1480 Flightline Drive, Lincoln, California, on *Friday March 27, 2026 at 9:00 am.*

LICENSING:
In accordance with the provisions of California Public contract Code section 3300, the City of Lincoln has determined that the following license classification is required to perform this project: Class A – General Engineering Contractor or Class C32 – Parking and Highway Improvement Contractor.

WAGE RATES:
Pursuant to Labor Code section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for the public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The wage rates specified by the Director of Industrial Relations are available online at http://www.dir.ca.gov/DLSR/PWD/index.htm.

This project is funded in part through Federal Aviation Administration grant funds, therefore Article 13 of the project General Conditions governing application of federal requirements and the Davis-Bacon Act shall apply.

FEDERAL PROVISIONS: The work to be done is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the project specifications:

This project is under and subject to the Federal Fair Labor Standards Act and Wage Rate Decision contained in the contract documents.

The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Title IV – Civil Rights Act – As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

CARB CONTRACTING REQUIREMENTS:

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf.

Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

FURTHER INFORMATION:
Further information and Instructions for Bidders may be obtained from the Project Manager *Roland Neufeld*, 600 SIXTH STREET, LINCOLN, CALIFORNIA 95648, *(916) 434-2481 or email* .Roland.Neufeld@lincolnca.gov.

By Order of the City Council,
City of Lincoln
Hope Ithurburn
City Clerk

II. INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS:

1. Site.

The project is located at the Lincoln Regional Airport, 1480 Flightline Drive, Lincoln, California.

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the City or its authorized representative, as follows:

- Crack Seal and Seal Coat of the Aircraft Parking Apron (55,000 sq. yd.), including airfield marking.

The limit of this work area is designated on the drawings and the Contractor shall confine his operations to this area and along the adjacent public areas by permission of the City of Lincoln.

2. Drawings.

Drawings accompany these Contract Documents and are made a part thereof.

3. Sales Tax.

Bidders shall have included in their bids any and all federal, state and local taxes of whatever nature in connection with material to be furnished to the City. Absolutely no extras shall be allowed for such by the City.

4. Bid Form.

In order to receive consideration, all bids shall be made in accordance with the following instructions:

(a) Bids shall be made upon the form provided therefore, properly executed and with all items filled out; numbers shall be stated in figures, and in writing where specifically called for; the signature of all persons signing shall be in longhand. The completed form shall be free of interlineation, alterations, or erasures. No verbal, telegraphic, or telephonic proposals or modifications will be considered.

(b) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless specifically called for.

(c) Before submitting a bid, each bidder shall carefully examine the drawings and read the specifications and other Contract Documents. He shall visit the site of the project and shall fully inform himself as to all existing conditions and limitations under which the work is to be performed, and he shall include in his bid sums to cover the cost of all items necessary to perform

the work as set forth in these Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge.

(d) Each bid shall be addressed to the Mayor of the City of Lincoln and shall be delivered to the City Clerk at his office on or before the date and time specified in the published Notice to Bidders. The bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date and hour of the opening. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

(e) Each bid must be accompanied by cash, a certified or cashier's check or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate amount of the bid including the highest alternate. Said check or bond shall be made payable to the order of the City of Lincoln, and shall be forfeited to the City of Lincoln if the successful bidder refuses, neglects, or fails to file satisfactory bonds as required by the Contract Documents or to enter into the agreement for construction after being requested to do so by the City.

(f) No bidder may withdraw his bid for a period of one hundred eighty (180) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date.

(g) The bidder and all subcontractors listed on the Designation of Subcontractors form as required by the provisions of §4100 et seq of the Public Contract Code shall be registered with the State of California Department of Industrial Relations as a Public Works Contractor prior to the time and date that bid proposals are due. All 2nd and lower tier subcontractors working on the project shall be registered with the Department of Industrial Relations as a Public Works Contractor prior to working on the project. Contractors and subcontractors may register with the Department of Industrial Relations online at https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

(h) The successful bidder will be required to post a Labor and Materials Payment Bond and a Performance Bond, both in an amount equal to one hundred percent (100%) of the contract price, no later than ten (10) days after notification of award of the contract, and before the City will execute the Agreement for Construction. Before final payment, the successful bidder must also guarantee his work and secure that guarantee with a bond in an amount no less than ten percent (10%) of the total amount of the contract.

5. Proof of Competency of Bidder.

Any bidder may be required to furnish evidence satisfactory to the City that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner.

6. Award or Rejection of Bids.

(a) The contract will be awarded, contingent upon the availability of funding, to the lowest responsible bidder. Determination of low bidder shall be determined by the Base Bid.
(b) The City of Lincoln reserves all rights to reject any and/or all bids, or to utilize any alternate procedure as authorized by Public Contract Code sections 20166 and 20167. The City also reserves all rights to waive any informality in the bids or bidding.

(c) In making the award of the contract the City will consider the balanced character of the bids, the experience and ability of the bidders, as well as the extension of the estimate of quantities at the unit prices bid. The Contract will be awarded to the lowest cost for the work subject to the conditions for the basis of award of a contract. The Owner reserves the right to reject any or all bids, to waive irregularities not affecting substantial rights, and to delay the award pending approval of the Federal Aviation Administration. The Owner reserves the right, in its sole and absolute discretion, cancel this project if it determines that that Federal Aviation Administration will not approve the project or otherwise approve funding.

(d) In case of conflict in the proposal between unit price bid and the extended total, the unit price shall govern. In case of conflict between words and numerals the words, unless obviously incorrect, shall govern.

(e) The contract will be awarded to the lowest bid by a responsive and responsible contractor.

7. Contract Documents.

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bond which he will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The agreement and bonds will be executed in two (2) original counterparts. The complete contract consists of the Contract Documents as defined in Section 7 of the agreement, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

8. Clarification of Drawings and Documents by Addenda.

If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the City Engineer, a written request for a clarification or correction thereof not later than seven (7) calendar days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any clarification or correction will be made by written addendum, which shall be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretation of the Contract Documents. Written request for clarification shall be submitted via email to Roland.neufeld@lincolnca.gov.

9. Addenda.

Any addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the bid form.

10. Alternates.

The City reserves all rights to accept or not accept alternates as set forth on the bid form.

11. Bidders Interested in More Than One Bid.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

12. List of Subcontractors.

All bidders must submit with their bids a list of their proposed subcontractors in compliance with sections 4100-4113 of the Public Contract Code of the State of California. Forms for this designation are furnished in the Contract Documents.

13. Submitting Purchase Orders.

Within ten (10) days after the execution date of the contract, the Contractor shall submit to the City for approval, copies of purchase orders of all materials and equipment to be incorporated in this contract.

14. Progress Payments; Withholds.

Monthly progress payments shall be made to the Contractor for the value of the work completed during the preceding month. Pursuant to Government Code section 4590 and Public Contract Code Section 10263, and Public Contracts Code section 16430, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, State Treasurer or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Alternatively, the Contractor may request, pursuant to Public Contract Code section 10263, and the City shall make payment of retentions earned directly to the escrow agent. The Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the owner.

Securities eligible for investment under this section shall include those listed in Government Code section 16430 or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

The Contractor shall be beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

15. Prompt Payment of Funds Withheld to Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

16. Declaration for Final Payment.

After the completion of the work of this contract, the Contractor shall file with the City his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in Article 25 of the General Conditions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

17. Examination of Proposed Location and Contract Documents.

Bidder shall, prior to submitting a bid, carefully examine the location of the proposed project, and review the Contract Documents to become fully aware of the work to be done.

18. Non-Discrimination.

Contractor shall comply with state and federal non-discrimination provisions set forth in Articles 12 and 13 of the General Conditions.

19. Small Business Development.

The California Construction Contracting Program offers free training, counseling and resources to assist small businesses to be successful in bidding and winning public construction contracts. Additional information is available online at www.buildcalifornia.org.

20 General Conditions.

All bidders hereby are advised that the City of Lincoln has adopted General Conditions for this work which may differ substantially from the general conditions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Conditions, as well as the special provisions and technical specifications, and are advised that the General Conditions shall be enforced strictly.

The Federal Aviation Administration (FAA) has also adopted General Contract Provisions. Both the City of Lincoln General Conditions and the FAA General Contract Provisions are applicable to this project. In case of conflict between the two, the more restrictive specifications shall govern.

21. Address.

The address of the City Engineer for all purposes is:

CITY ENGINEER
CITY OF LINCOLN
600 SIXTH STREET
LINCOLN, CA 95648

TELEPHONE: *(916) 434-3233*

Any reference to Project Architect in the contract documents shall mean City Engineer.

22. Qualifications of Bidders.

Each bidder shall be licensed in accordance with the contractor's State License Law (Business and Professions Code section 7000 et seq.) each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract.

23. Inquiries.

Questions regarding the bidding documents may be directed to *Roland Neufeld*. His email address is Roland.neufeld@lincolnca.gov. Any questions addressing the interpretation or clarification of the Contract Bid Forms or the Bid Documents must be submitted in writing by email not later than seven (7) calendar days before the date bids will be opened.

City Standards may be downloaded free of charge from https://www.lincolnca.gov/en/business-and-development/design-and-construction-standards.aspx . Prevailing wage rates of wages applicable to this project are available from the State of California Department of Industrial Relations, Division of Labor Statistics and Research web page at http://www.dir.ca.gov/DLSR/PWD/index.htm. The plan holders list is available at https://pbsystem.planetbids.com/portal/48920/bo/bo-search along with other project documents.

The City elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures.

24. Bid Protest

Any Bid Protest must be submitted in writing to the Office of the City Clerk, 600 Sixth Street, Lincoln, CA 95648 before 5:00 p.m. on the fifth (5th) calendar day following the date of bid opening.

a. The initial protest document must contain a complete statement of the basis for the protest.
b. The protest must refer to the specific portion of the Bid that forms the basis for the protest.
c. The protest must include the name, address and telephone number of the person representing the protesting party.
d. The protest must include all relevant, supporting documentation with the protest at the time of the filing.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

25. Existing Facilities

The Contractor's attention is directed to the fact that the existing airport facilities must be kept in operation with an absolute minimum of interference, except as specified in the Special Conditions section of these specifications, in order that no delays or hazards affect the using of this airport facility. The Contractor shall be required to plan and coordinate his/her work with the Engineer in such a manner as to ensure safety and a minimum of hindrance to the public using the facilities. All construction and access to the construction must be confined to the limits designated by the Engineer

26. Estimate of Quantities

The estimate of quantities of work to be done under the specifications is approximate and is given only as a basis of calculation upon which the award of the contract will be made. The Contractor will be paid for the actual work done including materials and equipment actually installed at the contract unit price. The Owner reserves the right to increase or decrease the amount of any class of work or material deemed necessary without restrictions to meet budgetary constraints. Bidders must submit balanced bids in order that they may not be affected adversely by an increase or decrease of quantities.

27. Contract Time

The Contractor shall begin work within ten (10) calendar days after the date set in the written Notice to Proceed by the Owner and shall diligently prosecute same to completion for all of the proposed construction.

The contractor will be allowed twenty (20) working days for project completion.

24. Liquidated Damages

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

25. U.S. Department of Labor Posters

U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Airport Engineer whom workers may contact in the event they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices or at the U.S. Department of Labor website at http://www.dol.gov/osbp/sbrefa/poster/main.htm.

26. Legal Requirements

The Bidder's special attention is directed to the requirements set forth in the Section 9-Attachment to the Agreement, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects. The contract shall include all of the requirements set forth in this section.

27. California Air Resources Board ("CARB") Regulations

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

(Remainder of this page left intentionally blank.)

III. BID PROPOSAL, DESIGNATION OF SUBCONTRACTORS FORM, BIDDER'S BOND & NON-COLLUSION AFFIDAVIT

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) 1, 2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* SIXTEEN THOUSAND AND NINE Dollars and ZERO Cents Lump Sum	Lump Sum	$ 16,900.00 *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Fifteen thousand Dollars and Zero Cents Lump Sum	Lump Sum	$ 15,000.00
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) Three Dollars and forty five Cents per Linear Foot	$ 3.45	$ 96,600.00
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) Three Dollars and forty five Cents per Linear Foot	$ 3.45	$ 113,850.00
5	56,000 SY	Asphalt Surface Treatment (P-608) THREE Dollars and TWENTY FIVE Cents per Square Yard	$ 3.25	$ 182,000
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) Two Dollars and fifty Cents per Square Foot	$ 2.50	$ 12,500.00
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) Two Dollars and fifty Cents per Square Foot	$ 2.50	$ 5,750.00
8	6,900 SF	Airfield Marking (P-620) Five Dollars and Zero Cents per Square Foot	$ 5.00	$ 34,500.00
9	600 LBS	Reflective Media (P-620) Nine Dollars and Zero Cents per Pound	$ 9.00	$ 5,400.00
		TOTAL BID AMOUNT	$ 482,500.00	

Base Bid Total: $ 482,500.00

Q&D Construction 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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

1050 S. 21st Street

Sparks, NV 89431

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) Lance Semenko, CEO

b) Jeff Bean, President - Heavy/Civil

c) Kevin Linderman, President - Operations

d) Duane Boreham, President - Aviation

e) Brett Amesbury, Project Director - Heavy/Civil

(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.: 427988

Type of License: C-8 - Concrete

A - General Engineering
B - General Building
C-61/D06 - Concrete Related Services
C12 - Earthwork and Paving

Expiration Date: 9/30/2026

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Lance Semenko

Relationship to Bidder: CEO, Manager

DIR Registration Number: 1000061144

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 4/7/2026

Signature of Bidder: 

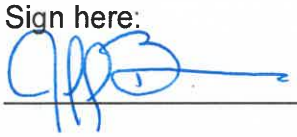
Q&D Construction LLC CONTRACTOR

1050 S. 21st Street
Street Address

Sparks, NV 89431
City, State and Zip

(775) 786-2677
Telephone (Include Area Code)

jbean@qdconstruction.com
Email Address

Sign here: 

By: Jeff Bean
Type Name

-AND-

Sign here: 

By: Brett Amesbury
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.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number: AIP/AIG No: 3-06-0120-033/034-2026

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Sierra Nevada Construction, Inc. City, State: Sparks, NV	1: Mobilization (partial) 5: Asphalt surface treatment 8: Airfield marking 9: Reflective media	231,900	1 - 59.1% 5: 160% 8: 100% 9: 100%	593393 1000000163	N	N/A	☐ <$1 million ☐ <$5 million ☐ <$10 million ☑ <$15 million Age of Firm: 38 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

**No subcontractors provided a quote and were not selected.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: AIP/AIG No: 3-06-0120-033/034-2026

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Q & D Construction LLC, 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 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 April 9, *2026*, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Crack Seal and Seal Coat Aircraft Parking Apron;
Crack seal and seal coat of the aircraft parking apon (55,000 sq. yd.) including airfield marking.
Lincoln, 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 one hundred eighty (180) 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 6th day of April, 2026.

Q & D Construction LLC (SEAL)

(SEAL)

Jeff Bean, President-Heavy/Civil (SEAL)

PRINCIPAL

Western Surety Company (SEAL)

(SEAL)

Andrea Cantlon, Attorney-In-Fact (SEAL)

SURETY

151 N. Franklin St.

Chicago, IL 60606

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

STATE OF Nevada

COUNTY OF Washoe }

On April 6, 2026, before me, Shelly Demaray, Notary Public,
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Shelly Demaray (SEAL)

SHELLY DEMARAY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 22-6289-02 - Expires Jan. 10, 2030

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____
  TITLE(S)
- ☐ *PARTNER(S)* ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, 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 24th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th 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
SOUTH DAKOTA

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 6th day of April, 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 issue 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 / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Nevada) ss.
COUNTY OF Washoe)

In accordance with Public Contract Code section 7106, *(Name)* Jeff Bean, being first duly sworn, deposes and says that he/she is *(Title)* President - Heavy/Civil of *(Company)* Q&D Construction 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:

Q&D Construction LLC
Name of Firm

Signature 4/7/2026
Date

Signature 4/7/2026
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 7th day of April of 2026.

NOTARY PUBLIC

DANI WINFIELD
Notary Public
State of Nevada
Appt. No. 05-97469-2
My Appt. Expires Sept. 15, 2029

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Nevada) ss.
COUNTY OF Washoe)

In accordance with Public Contract Code section 7106, *(Name)* Jeff Bean, being first duly sworn, deposes and says that he/she is *(Title)* President - Heavy/Civil of *(Company)* Q&D Construction 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:

Q&D Construction LLC
Name of Firm

Signature — 4/7/2026 Date

Signature — 4/7/2026 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 7th day of April of 2026.

NOTARY PUBLIC Dani Winfield

END OF DOCUMENT

DANI WINFIELD
Notary Public
State of Nevada
Appt. No. 05-97469-2
My Appt. Expires Sept. 15, 2029

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF ~~CALIFORNIA~~ Nevada) ss.
COUNTY OF Washoe)

In accordance with Public Contract Code section 7106, *(Name)* Jeff Bean, being first duly sworn, deposes and says that he/she is *(Title)* President - Heavy/Civil of *(Company)* Q&D Construction 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:

Q&D Construction LLC
Name of Firm

Signature — 4/7/2026 Date

Signature — 4/7/2026 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.

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Subscribed and sworn to this 7th day of April of 2026.

NOTARY PUBLIC

DANI WINFIELD
Notary Public
State of Nevada
Appt. No. 05-97469-2
My Appt. Expires Sept. 15, 2029

END OF DOCUMENT

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted no later than 4pm on the next business day following 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	Q&D Construction LLC	1050 S. 21st Street Sparks, NV 89431	1000061144
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Seal, striping & pavement markings	Sierra Nevada Construction, Inc.	2055 E. Greg St. Sparks, NV 89431	1000000163

(Attach additional sheets if necessary.)

By: _____
Bidders Signature

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's total bid is less than one million dollars ($1,000,000).

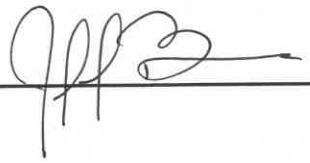
OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 4/7/2026 **SIGNED BY** 

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☑ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

4/7/2026
Date

Signature

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

Q&D CONSTRUCTION LLC

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

1265

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS (SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: San Diego Airport - Taxiway B Joint Seal Improvements
   Owner: San Diego County Regional Airport Authority
   Construction Cost: $2,057,509.89
   Construction Time: 180 Calendar Days
   Owner's Representative: Daniel Hershey
   Owner's Telephone No.: (619) 400-2467
   Date of substantial or final completion: January 2026

2. Project Name: Portland Airport South Runway PCC Joint & Panel Rehab
   Owner: Port of Portland
   Construction Cost: $1,820,637.64
   Construction Time: 12 Calendar Days
   Owner's Representative: Cory Coleman
   Owner's Telephone No.: (503) 415-6727
   Date of substantial or final completion: September 2023

3. Project Name: Oroville Municipal Airport - Crack Seal Runway 2-20
   Owner: City of Oroville
   Construction Cost: $379,223.30
   Construction Time: 35 Calendar Days
   Owner's Representative: Damon Brandley
   Owner's Telephone No.: (916) 316-0544
   Date of substantial or final completion: November 2022

4. Project Name: Truckee Airport Taxiways A (West), B, C, D, E, L
Owner: Truckee Tahoe Airport District
Construction Cost: $3,686,000.00
Construction Time: 75 Calendar Days
Owner's Representative: Damon Brandley
Owner's Telephone No.: (916) 316-0544
Date of substantial or final completion: August 2021

5. Project Name: Fallon Municipal Airport - Rehabilitate Airport Pavements
Owner: City of Fallon
Construction Cost: $581,598.75
Construction Time: 70 Calendar Days
Owner's Representative: Brian Fitzgerald
Owner's Telephone No.: (775) 848-4252
Date of substantial or final completion: September 2020

6. Project Name: Watsonville Airport Crack Seal, Slurry Seal, and Remarkings
Owner: City of Watsonville
Construction Cost: $718,671.50
Construction Time: 70 Calendar Days
Owner's Representative: Damon Brandley
Owner's Telephone No.: (916) 316-0544
Date of substantial or final completion: December 2019

7. Project Name: Tulelake Airport Saw and Seal
Owner: County of Modoc, Department of Public Works
Construction Cost: $118,711.64
Construction Time: 26 Calendar Days
Owner's Representative: Damon Brandley
Owner's Telephone No.: (916) 316-0544
Date of substantial or final completion: October 2016

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

Skidsteer	Boot truck
Crack Seal Kettles - qty. 2	Ford F-450 or International flatbed
Reach Fork Lift	Paint truck
185 Air Compressor	Striping hand machine Qty. 2-3
Elgin Sweeper	Trailer
Foreman pickup Qty. 3-4	

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility
Mark Bray	Project Manager
Scott Leone	General Superintendent
Eric Gardner	Superintendent - Specialty Services
Jason Hainline	Superintendent - Specialty Services
Tim Rhyme	Foreman - Specialty Services
Jesus Garcia Martin	Foreman - Specialty Services
David Trott	Safety Director

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Q&D Construction LLC
Name of Bidder

427988
Contractor's License No.

Signature of Bidder

President - Heavy/Civil
Title of Signator

4/7/2026
Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(I) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year_____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

N/A

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Jeff Bean

Title: President - Heavy/Civil

Telephone No.: (775) 786-2677 Date: 4/7/2026

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

---

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: Q&D Construction LLC
Certified DBE: ☐ Yes ☐ No
Firm Address: 1050 S. 21st Street
City: Sparks State: NV Zip Code: 89431
Contact Name: Jeff Bean
Email Address: jbean@qdconstruction.com Phone: (775) 786-2677

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☐ Non-minority ☐ Hispanic American ☑ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☑ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☑ Over $10 million
Gender of Majority Owner			
☑ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: Sierra Nevada Construction, Inc
Certified DBE: ☐ Yes ☑ No
Firm Address: 2055 E. Greg St.
City: Sparks State: NV Zip Code: 89431
Contact Name: Daniel Arias
Email Address: darias@snc.biz Phone: (775) 355-0420

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
237310	☐ Black American ☐ Non-minority ☐ Hispanic American ☑ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☑ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☑ Over $10 million
Gender of Majority Owner			
☑ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name:
Certified DBE: ☐ Yes ☐ No
Firm Address:
City: State: Zip Code:
Contact Name:
Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian -Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian -Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian -Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Please copy page if you need to add more subcontractors.

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: Q&D Construction LLC
Firm Address: 1050 S. 21st Street City: Sparks State: NV Zip Code: 89431
Contact Name: Jeff Bean Email Address: jbean@qdconstruction.com Phone: (775) 786-2677

Small Business Firms to be Utilized

Firm Name: * None to list
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name:
Firm Address: City: State: Zip Code:
Contact Name: Email Address: Phone:
Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.
☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: Company Name: Q&D Construction LLC
Print Name: Jeff Bean Date: 4/7/2026
Title: President - Heavy/Civil

Reviewer Certification (For use by Sponsor Only)

Signature: Company Name:
Print Name: Date:
Title:

*None to list

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.26 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Business Profile

Describe the primary activities of your firm:	Associated NAICS Codes:

Number of Employees

Full-time: _____ Part-time: _____ Total: _____

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
Year:	Total Receipts:	$ -
	Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____

III. BID PROPOSAL, DESIGNATION OF SUBCONTRACTORS FORM, BIDDER'S BOND & NON-COLLUSION AFFIDAVIT

LINCOLN REGIONAL AIRPORT
CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON
AIP/AIG No: 3-06-0120-033/034-2026
CIP NO. 720

BID PROPOSAL

Bid Opening Date: Thursday, April 9, 2026
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Lincoln, City Clerks' Office
600 Sixth Street, 1st Floor Main Conference Room
Lincoln, California 95648

Pre Bid Date: Friday March 27, 2026
Time: 9:00 a.m.
Place of Pre-Bid Meeting:
Lincoln Regional Airport
1480 Flightline Drive
Lincoln, CA 95648

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport* Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s) #1 #2, 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 contractor will be allowed twenty (20) working days for project completion.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

(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

1.

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105)* Fifty five thousand Dollars and Zero Cents Lump Sum	Lump Sum	$55,000- *
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) Twenty thousand five hundred Dollars and Zero Cents Lump Sum	Lump Sum	$20,500-
3	28,000 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) Three Dollars and Seventy three Cents per Linear Foot	$ 3.73	$ 104,440-
4	33,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) Three Dollars and Ninety four Cents per Linear Foot	$ 3.94	$ 130,020-
5	56,000 SY	Asphalt Surface Treatment (P-608) Four Dollars and Fifty six Cents per Square Yard	$ 4.56	$ 255,360-
*Mobilization shall be limited to 10 percent of the total project cost.				

Item No.	Estimated Quantity	Item Description and Price (written in words)	Unit Price	Item Total
6	5,000 SF	Surface Preparation - Marking Removal 60% (P-620) Two Dollars and eighty one Cents per Square Foot	$ 2.81	$ 14,050-
7	2,300 SF	Surface Preparation - Marking Removal 100% (P-620) Two Dollars and eighty one Cents per Square Foot	$ 2.81	$ 6,463-
8	6,900 SF	Airfield Marking (P-620) Five Dollars and Zero Cents per Square Foot	$ 5-	$ 34,500-
9	600 LBS	Reflective Media (P-620) Seven Dollars and forty nine Cents per Pound	$ 7.49	$ 4,494-
		TOTAL BID AMOUNT	$ 1025,393-	

Base Bid Total: $ 1025,393-

Santos Excavating, 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 one hundred eighty (180) 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
      d. Public Works Contractor Registration (w/ proposal or within 1 business day)
      e. Iran Contracting Act Certification
      f. Fleet Compliance Certification

   ii. Division IV Documents (For Federal Aid Projects):
      a. Certification of Bidder's Experience and Qualifications
      b. Debarment and Suspension Certification
      c. Non-Lobbying Certification for Federal Aid Contracts
      d. Disclosure of Lobbying Activities
      e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
      f. Trade Restriction Certification
      g. Certification of Compliance with FAA Buy American Preference
      h. Certification Regarding Domestic Preferences for Procurements
      i. Certification of Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
      j. Bidders List Collection Form
      k. Fostering Small Business Participation
      l. Non-Certified Small Business Verification Form

   This project is a Federal Aid Project, and Division IV Documents shall 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 one hundred eighty (180) 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.

Santos Excavating, Inc
PO Box 146
Chico CA 95927
Kris@Santosexcavating.com

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) George A. Santos - President

b) Victoria J. Santos - Secretary/Treasurer

c) Kristin Rose - Vice President

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.: 353446

Type of License: A

Expiration Date: 9/30/26

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: George A. Santos

Relationship to Bidder: President

DIR Registration Number: 1000010089

I certify under the laws of the State of California that the foregoing is true and correct.

DATED: 04/08/2026

Signature of Bidder:

_____ CONTRACTOR

Sign here:

_____

PO Box 146
Street Address

Chico CA 95927
City, State and Zip

(530) 894-2274
Telephone (Include Area Code)

Knash@Santosexcavating.com
Email Address

By: _____
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.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms. Federal Project Number: Lincoln Airport

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Amercan Road Maintenance City, State: Tucson, AZ	Seal Coating	216,000-	85%	982100 1000041545	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: Chrisp Company City, State: Woodland, CA	Pavement Markings	57,625	85%	374600 1000000306	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms. Federal Project Number: Lincoln Airport

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: DA Striping City, State: Rancho Cordova	Pavement Markings	69,500		1086070 1001089464	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Seal Coat						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Santos Excavating, Inc., as Principal, and The Gray Casualty & 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 (10%) of the total aggregate Amount of the Bid DOLLARS ($). 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 April 9, 2026, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Furnishing of all labor, materials, equipment, transportation and services for Crack Seal and Slurry Seal Aircraft Parking Apron at the Lincoln Regional Airport 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 one hundred eighty (180) 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 6th day of April, 2026.

Santos Excavating, Inc. (SEAL)

(SEAL)

(SEAL)

PRINCIPAL

The Gray Casualty & Surety Company (SEAL)

(SEAL)

Nathalia P. Sholl, Attorney-in-Fact (SEAL)

SURETY

2390 E. Camelback Rd. STE 130

Phoenix, AZ 85016

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney 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 San Francisco)

On 04/06/2026 before me, Nerissa S. Bartolome, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nathalia P. Sholl
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.

NERISSA S. BARTOLOME
Notary Public - California
San Francisco County
Commission # 2448064
My Comm. Expires Jun 24, 2027

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 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: Nathalia P. Sholl
☐ 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: _____

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Woodruff Sawyer
04/06/2026 10:51 1121958019176

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Santos Excavating, Inc.

Project: Crack Seal and Slurry Seal Aircraft Parking Apron at the Lincoln Regional Airport

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jacquelin Muro Silva, Keith Lovitt, Rossio Polio, Karen Rhodes, Nathalia P. Sholl, Nerissa S. Bartolome, Lucy M. Dunham, Mark M. Munekawa, Kelly Holtemann, Ian J. Campbell, Patrick R. Diebel, Kathleen West, Zackary McCann, and Yvonne Roncagliolo of Novato, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of April , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of April , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA) ss.
COUNTY OF Butte)

In accordance with Public Contract Code section 7106, *(Name)* George A. Santos, being first duly sworn, deposes and says that he/she is *(Title)* President of *(Company)* Santos Excavating, 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:

Santos Excavating, Inc
Name of Firm

Signature 04/16/26
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 _____ day of _____ of *2026*.

PLEASE SEE ATTACHED FOR OFFICIAL NOTARY DOCUMENT

NOTARY PUBLIC _____

END OF DOCUMENT

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 Butte

Subscribed and sworn to (or affirmed) before me on this 8 day of April,

20 26 by George A Santos,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joshua Huskisson
Signature (Seal)

JOSHUA HUSKISSON
COMM. # 2544253
NOTARY PUBLIC CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JAN. 3, 2030

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(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.

2015 Version www.NotaryClasses.com 800-873-9865

PUBLIC WORKS CONTRACTOR REGISTRATION

(To be submitted no later than 4pm on the next business day following 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	Santos Excavating, Inc	Chico CA	1000010089
PORTION OF THE WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CONTRACTOR DIR REGISTRATION NUMBER
Pavement Marking	Chrisp Company	Woodland, CA	1000000306
Seal Coat	American Road Maint.	Tucson, AZ	1000041515

(Attach additional sheets if necessary.)

By: _____
Bidders Signature

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's total bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 04/08/2026 **SIGNED BY** _____

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☑ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

04/08/2026
Date

Signature

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SANTOS EXCAVATING, 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

3635

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

CHRISP COMPANY

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

17281

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation
Truck and Bus Regulation

Issued to: Specialized Pavement Marking LLC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-27

43 Vehicles

TRUCRS Fleet Identification
15026

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

IV. FAA REQUIRED CERTIFICATIONS

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Plumas County Airport Joint Seal - Nervino & Rogers Field
   Owner: Plumas County
   Construction Cost: 822,390.26
   Construction Time: 25 working days Calendar Days
   Owner's Representative: Damond Brandley
   Owner's Telephone No.: (916) 316-0544
   Date of substantial or final completion: 08/31/2024

2. Project Name: Tehama Crack Seal
   Owner: City of Tehama
   Construction Cost: 20,815
   Construction Time: 20 working days Calendar Days
   Owner's Representative: Keith Doglio
   Owner's Telephone No.: (530) 895-1422
   Date of substantial or final completion: 09/13/2023

3. Project Name: _____
   Owner: _____
   Construction Cost: _____
   Construction Time: _____ Calendar Days
   Owner's Representative: _____
   Owner's Telephone No.: (___) _____
   Date of substantial or final completion: _____

4. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

5. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

6. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

7. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

+/- 2 F550 Service Trucks
Crafco Crack Sealer
Patcher II mastic pot
Laymore Power Broom
Air Compressors

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility
George A. Santos	Senior PM
Kristi Rose	PM
Brian Baty	Supt.
+/- 20 man crew	Labor

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Santos Excavating, Inc
Name of Bidder

[signature]
Signature of Bidder

3534606
Contractor's License No.

President
Title of Signator

04/08/2026
Date

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

City of Lincoln use only below this line.

_____ has been checked against the Excluded Parties List System
(Contractor / Bidder Name)
(epls.gov) on _____, and was found (check one) ☐ not to be listed, or ☐ to be listed.
(Date)

Verified by: _____ (signature)

Printed Name: _____

Title: _____

Attach verification printouts to this form.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year____ quarter_____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: George A. Santos

Title: President

Telephone No.: (530) 894-2274 Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name: Santos Excavating, Inc. Certified DBE: ☐ Yes ☑ No

Firm Address: PO Box 1416 Chico CA 95927 City: Chico State: CA Zip Code: 95927

Contact Name: Kristi Rose Email Address: kristi@santosexcavating.com Phone: (530) 894-2274

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
238990	☐ Black American ☑ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☑ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☑ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million

Gender of Majority Owner

☐ Male ☑ Female ☐ Other

Sub Contractor

Firm Name: American Road Maint. Certified DBE: ☐ Yes ☑ No

Firm Address: Tucson AZ City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million

Gender of Majority Owner

☐ Male ☐ Female ☐ Other

Sub Contractor

Firm Name: Chrisp Company Certified DBE: ☐ Yes ☑ No

Firm Address: Woodland, CA City: State: Zip Code:

Contact Name: Email Address: Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than $1 million ☐ $1 - $3 million ☐ $3 - $6 million ☐ $6 - $10 million ☐ Over $10 million

Gender of Majority Owner

☐ Male ☐ Female ☐ Other

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Sub Contractor

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) associated with Bid Project	Race of Majority Owner		Age of Firm	Annual Gross Receipts
	☐ Black American	☐ Non-minority	☐ Less than 1 year	☐ Less than $1 million
	☐ Hispanic American	☐ Other	☐ 1 - 3 years	☐ $1 - $3 million
	☐ Asian-Pacific American		☐ 4 - 7 years	☐ $3 - $6 million
Gender of Majority Owner	☐ Subcontinent Asian American		☐ 8 - 10 years	☐ $6 - $10 million
☐ Male ☐ Female ☐ Other	☐ Native American		☐ More than 10 years	☐ Over $10 million

Please copy page if you need to add more subcontractors.

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Small Business Firms to be Utilized

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		$ -
		$ -
		$ -
		$ -
	Total Amount	$ -

Prime Signature

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

Reviewer Certification (For use by Sponsor Only)

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.26 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

Firm Information

Firm Name: Santos Excavating Inc
Firm Address: PO Box 1446
City: Chico
State: CA
Zip Code: 95927
Contact Name: Kristi Rose
Email Address: Kristi@santosexcavating.com
Phone: (530) 894-2274

Business Profile

Describe the primary activities of your firm: General Engineering, paving

Associated NAICS Codes: 238990

Number of Employees

Full-time: 20
Part-time: 0
Total: 20

Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:
Attach tax returns for the last five years.

Year:	2025	Total Receipts:	$ 4.7m ~~5.1MKR~~
Year:	2024	Total Receipts:	$ 4.0M -
Year:	2023	Total Receipts:	$ 4.2M -
Year:	2022	Total Receipts:	$ 4.7M -
Year:	2021	Total Receipts:	$ 3.8m -
		Average Receipts:	$ 4.28m -

Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:
Affiliates are defined in accordance with the Small Business Administration (SBA) definition.
Attach tax returns for all affiliate firms for the last five years.

Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
Year:		Total Receipts:	$ -
		Average Receipts:	$ -

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature:
Company Name: Santos Excavating, Inc
Print Name: George A. Santos
Date: 04/08/26
Title: President

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature:
Employer:
Print Name:
Date:
Title:

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

San Francisco Airports District Office: 2999 Oak Road, Suite 200 Walnut Creek, CA 94597

September 10, 2026

Mr. Matthew Medill
Public Works Director
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Dear Mr. Matthew Medill:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0120-033-2026 at Lincoln Regional/Karl Harder Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Roy Ambrose, (925) 546-6442, roy.g.ambrose@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Amy Choi (09/10/2026 18:48:49 EDT)

Amy Choi
SFO ADO Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 10, 2026
Airport/Planning Area	Lincoln Regional/Karl Harder Field Airport
Airport Grant Number	3-06-0120-033-2026
Unique Entity Identifier	J52GD7B2CU71

TO: City of Lincoln

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 23, 2026, for a grant of federal funds for a project at or associated with the Lincoln Regional/Karl Harder Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lincoln Regional/Karl Harder Field Airport (herein called the “Project”) consisting of the following:

Crack Seal/Seal Coat Aircraft Parking Apron (35,000 square yards) AIP Phase 2 - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $228,550.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $228,550 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 26, 2026, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

34. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

36. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi (09/10/2026 18:48:49 EDT)

(Signature)

Amy Choi

(Typed Name)

Manager, SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 10, 2026

City of Lincoln

(Name of Sponsor)

Sean Scully

Sean Scully (09/10/2026 16:13:49 PDT)

(Signature of Sponsor's Authorized Official)

By: Sean Scully

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas White, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 10, 2026

By: Douglas White (09/10/2026 17:27:19 PDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Lincoln**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 23, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

San Francisco Airports District Office: 2999 Oak Road, Suite 200 Walnut Creek, CA 94597

September 10, 2026

Mr. Matthew Medill
Public Works Director
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Dear Mr. Matthew Medill:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-06-0120-034-2026 at Lincoln Regional/Karl Harder Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Roy Ambrose, (925) 546-6442, roy.g.ambrose@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi (09/10/2026 18:51:01 EDT)

Amy Choi
SFO ADO Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 10, 2026
Airport/Planning Area	Lincoln Regional/Karl Harder Field Airport
Airport Grant Number	3-06-0120-034-2026
Unique Entity Identifier	J52GD7B2CU71

TO: City of Lincoln

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 23, 2026, for a grant of federal funds for a project at or associated with the Lincoln Regional/Karl Harder Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lincoln Regional/Karl Harder Field Airport (herein called the “Project”) consisting of the following:

Crack Seal/Seal Coat Aircraft Parking Apron (21,000 square yards) AIG Phase 2 - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $140,904.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $140,904 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 26, 2026, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

34. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

36. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi (09/10/2026 18:51:01 EDT)

(Signature)

Amy Choi

(Typed Name)

Manager, SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 10, 2026

City of Lincoln

(Name of Sponsor)

Sean Scully

Sean Scully (09/10/2026 16:16:26 PDT)

(Signature of Sponsor's Authorized Official)

By: Sean Scully

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas White, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 10, 2026

By: Douglas White
Douglas White (09/10/2026 17:26:16 PDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Lincoln**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 23, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

San Francisco Airports District Office: 2999 Oak Road, Suite 200 Walnut Creek, CA 94597

September 8, 2026

Mr. Matthew Medill
Public Works Director
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Dear Mr. Matthew Medill:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-06-0120-035-2026 at Lincoln Regional/Karl Harder Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Roy Ambrose, (925) 546-6442, roy.g.ambrose@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Amy Choi
SFO ADO Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 8, 2026
Airport/Planning Area	Lincoln Regional/Karl Harder Field Airport
Airport Grant Number	3-06-0120-035-2026
Unique Entity Identifier	J52GD7B2CU71

TO: City of Lincoln

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 18, 2026, for a grant of federal funds for a project at or associated with the Lincoln Regional/Karl Harder Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lincoln Regional/Karl Harder Field Airport (herein called the “Project”) consisting of the following:

Reseal/Resurface Taxiway A, D, E, and K

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $269,569.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $269,569 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 26, 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

    i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

34. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

35. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Amy Choi
Amy Choi (09/08/2026 10:20:02 PDT)

(Signature)

Amy Choi

(Typed Name)

Manager, SFO ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 8, 2026

City of Lincoln

(Name of Sponsor)

Sean Scully

Sean Scully (09/08/2026 12:19:15 PDT)

(Signature of Sponsor's Authorized Official)

By: Sean Scully

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas White, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 8, 2026

By: _____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Lincoln**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 18, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

CITY OF LINCOLN

Agreement for the Construction of the

CRACK SEAL AND SEAL COAT AIRCRAFT PARKING APRON AT THE LINCOLN REGIONAL AIRPORT

THIS AGREEMENT, made and entered into this 10th day of November, 2026 by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and Maxwell Asphalt, Inc., a Utah Corporation.

W I T N E S S E T H:

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: *Crack Seal and Seal Coat Aircraft Parking Apron at the Lincoln Regional Airport, AIP/AIG No: 3-06-0120-033/034-2026*, 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 10th calendar day following the written Notice to Proceed from the City. The contractor will be allowed twenty (20) calendar days for project completion, 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 Two Hundred Fifty-Eight Thousand and Five Hundred Dollars ($258,500.00), 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
City General Conditions
FAA Provisions
Special Provisions
Contract Drawing
Technical Specifications
Construction Safety and Phasing Plan
List of Required Submittals
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.

SECTION 8 – FEDERAL REQUIREMENTS:

The project is funded in whole or part by grant funds from the United States Government. All requirements identified within the contract documents as being Federal Requirements shall apply, to include but not limited to Article 13 of the General Conditions, Davis-Bacon Act prevailing wage requirements.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY: CITY OF LINCOLN

By: _____
Sean Scully, City Manager

ATTEST:

_____
Hope Ithurburn, City Clerk

_____
Dated

APPROVED AS TO FORM:

_____
Doug White, City Attorney

_____
Dated

(SEAL)

CONTRACTOR:

_____
Name

President
Official Title

_____
Business Address

P.O. Box 585
Bountiful, Ut 84011

CORPORATE CERTIFICATE

I, Dale Maxwell, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that Steve Maxwell, 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.

(Secretary)

(Secretary)

DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
www.dot.ca.gov

Making Conservation a California Way of Life.

Mr. Roland Neufield, Senior Engineer
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Re: Notice of State Grant Agreement No. **PLA-2-27-1** Award

Dear Mr. Neufield:

We are pleased to inform you that, acting on the authority of the California Transportation Commission, with the approval of the California Department of Transportation (Caltrans), $11,428 in State Aeronautics funds has been allocated to the City of Lincoln. These funds are intended as a portion of the match for your Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 3-06-0120-033 at the Lincoln Municipal airport. The project includes:

Crack Seal/Seal Coat Aircraft Parking Apron – AIP Phase 2 - Construction

Enclosed is the California Aid to Airports Program Grant Agreement for federal AIP matching funds. Please have the authorized official sign and return the Grant Agreement via email to Shannon Montano at shannon.montano@dot.ca.gov. A fully executed copy of the Grant Agreement will be returned to you.

If you have any questions, please contact Shannon Montano at shannon.montano@dot.ca.gov.

Sincerely,

Parvin Bijani

Parvin Bijani, P.E.
Chief, Office of Airport Development

CALIFORNIA AID TO AIRPORTS PROGRAM
GRANT AGREEMENT - FEDERAL AIRPORT IMPROVEMENT PROGRAM MATCHING FUNDS

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS DATE BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as **"STATE," AND THE City of Lincoln**, a political subdivision of the State of California, hereinafter referred to as **"PUBLIC ENTITY."**

SECTION I

1. **WHEREAS**, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

2. **WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of **$11,428** from the Aeronautics Account in the State Transportation Fund by **Resolution FDOA-2026-01 dated June 26, 2026**, the terms of which are made an express part of this Agreement.

   NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION II

1. **PUBLIC ENTITY** shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as **"IMPROVEMENT:"**

   Airport: Lincoln Municipal
   Federal AIP Grant No.: 3-06-0120-033
   Detailed Project Description: Crack Seal/Seal Coat Aircraft Parking Apron – AIP Phase 2 - Construction

Total amount of FAA AIP Grant eligible for State Matching	$228,550
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	$11,428

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

3. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT.**

4. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT,** and shall make these documents available for examination by **STATE** upon request.

5. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.

6. **PUBLIC ENTITY** shall not on the grounds of race, color, or national origin, exclude any person from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance (42 U.S.C Sec 2000d).

7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY's** Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT. PUBLIC ENTITY's** duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

SECTION III

1. **STATE** shall disburse the **STATE's** share of the project cost up to $11,428 not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from FAA, in the manner described in paragraph 2 of this section.

2. Upon receipt of request for payment by **PUBLIC ENTITY, STATE** agrees to disburse funds after receipt and approval of required documents as found at: https://dot.ca.gov/programs/aeronautics/airport-improvement-program-matching-grant

3. Regardless of the number of progress payments submitted, 10 percent of the **STATE's** share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion and acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**

4. **PUBLIC ENTITY** shall submit a final invoice to the **STATE** for all allowable expenses incurred no later than 60 days after **IMPROVEMENT** completion and Final Payment is received from the FAA, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made.

5. **PUBLIC ENTITY** shall refund to **STATE** any portion of the **STATE** funding share not expended to complete IMPROVEMENT.

6. After the project has been completed and accepted by the FAA, **STATE** will pay the 10% balance of the withheld **STATE** funds to **PUBLIC ENTITY**.

PUBLIC ENTITY'S ACCEPTANCE

City of Lincoln

By: Sean Scully Sean Scully (Oct 5, 2026 11:39:24 PDT)

Title: City Manager

Date: 10/05/2026

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Parvin Bijani, P.E.
Division of Aeronautics
Chief, Office of Airport Development

I hereby certify that allocated funds are available for the period and purpose of the expenditure stated above.

By: _____ Date: _____
Funding Programs Manager

Lincoln PLA-2-27-1 Grant Agreement for Execution

Final Audit Report 2026-10-05

Created:	2026-09-21
By:	Shannon Montano (s135178@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd4hHw38hiWXqmF4R8-eNfF_78UbiLs77

"Lincoln PLA-2-27-1 Grant Agreement for Execution" History

Document created by Shannon Montano (s135178@dot.ca.gov)
2026-09-21 - 3:09:06 PM GMT- IP address: 149.136.17.252

Document emailed to sean.scully@lincolnca.gov for signature
2026-09-21 - 3:09:41 PM GMT

Email viewed by sean.scully@lincolnca.gov
2026-09-21 - 3:18:35 PM GMT- IP address: 152.44.154.250

Signer sean.scully@lincolnca.gov entered name at signing as Sean Scully
2026-10-05 - 6:39:22 PM GMT- IP address: 152.44.154.250

Document e-signed by Sean Scully (sean.scully@lincolnca.gov)
Signature Date: 2026-10-05 - 6:39:24 PM GMT - Time Source: server- IP address: 152.44.154.250 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-10-05 - 6:39:24 PM GMT

Powered by
Adobe
Acrobat Sign

Engineering Division
On-Call Contract for Professional Services
Consultant: Brandley Engineering
Project Name/CIP:
Crack Seal & Seal Coat Airport Apron
(CIP# 720)
Task Order – Construction Management & Inspection Services

Date Requested: November 10, 2026
Purchase Order No.:

This Task Order, authorized through the On-Call Contract by and between the City of Lincoln ("CITY"), and Brandley Engineering. ("CONSULTANT"), was approved on November 14, 2023, per Resolution No. 2023-194. This Task Order is being requested for the following services (see attachment for the full detailed scope of work).

1. ***Sub-task 1:*** Construction Management & Inspection services for the Crack Seal & Seal Coat Airport Apron Project. This task order will provide funding to support the required CM & Inspection services needed to oversee construction of the project as outlined in the attached scope of work.

Consultant shall perform services on the project described above. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Contract as it pertains to the project described above.

Project Budget

Project Budget: $116,000.00

Account Code(s): CIP720-808-80070-7500 ($5,800) Local Match
CIP720-808-80070-7550 ($110,200) FAA Grant

The work described above and herein attached as the Scope of Work is hereby authorized by the following agency representatives.

Approved by:
City of Lincoln

Signature: _____
Name: Roland Neufeld
Title: Project Manager
Date: 10/26/2026

Signature: _____
Name: _____
Title: Department Head
Date: _____

Approved by:
Brandley Engineering

Signature: _____
Name: R. Damon Brandley
Title: President
Date: 10/26/2026

Signature: _____
Name: _____
Title: City Manager
Date: _____

This Task Order is executed this ____ day of _____, 2026.

R. DAMON BRANDLEY, PE

BRANDLEY ENGINEERING

MELISSA BRANDLEY, PE

March 20, 2026

Mr. Roland Neufeld
Senior Engineer
City of Lincoln
600 Sixth Street
Lincoln, California 95648

Subject: Lincoln Regional Airport
Crack Seal/Seal Coat Aircraft Parking Apron - Construct
Proposal for Professional Engineering Services

Dear Roland:

The City of Lincoln proposes the construction of the crack seal and seal coat of the aircraft parking apron pavements at the Lincoln Regional Airport. We are pleased to present herewith our proposal for providing engineering services for engineering during construction and resident engineering and inspection for this project.

It is anticipated that the engineering services required for this project will include the following:

- Engineering Design Services During Construction and Project Closeout
- Construction Management – Resident Engineering and Inspection

The engineering fee for this work is broken down as follows:

Engineering During Construction and Project Closeout	31,000.00
Construction Management – Resident Eng. & Inspection	85,000.00
Total Engineering Fee	$116,000.00

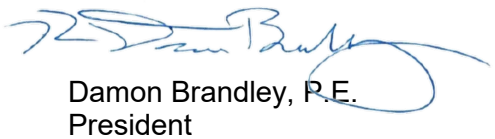
The total contract amount for this work will not exceed $116,000 without prior approval.

A detailed Scope of Work for the engineering services proposed for this work is included as Exhibit A. A breakdown of proposed engineering fees is presented as Exhibit B.

Please review this proposal and, if satisfactory, prepare a task order for this work.

We appreciate the opportunity of presenting this proposal and look forward to working with you on this project.

Very truly yours,



Damon Brandley, P.E.
President

Attachments

EXHIBIT A

CRACK SEAL/SEAL COAT AIRCRAFT PARKING APRON

LINCOLN REGIONAL AIRPORT

SCOPE OF WORK

The Scope of Work for the engineering services required during the construction of the Crack Seal and Seal Coat of the Aircraft Parking Apron at the Lincoln Regional Airport include the following:

Engineering Design Services During Construction and Project Closeout

1) Participate in a pre-construction conference.

2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, preparation of final as-constructed drawings and final engineer's report, and updating the ALP to show as constructed conditions.

Construction Management - The Contractor will be required to furnish material submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities.

2) Provide all inspection required as included in the quality assurance program including providing technicians and inspectors as required.

3) Provide traffic safety inspectors and Safety Plan implementation.

EXHIBIT B

LINCOLN REGIONAL AIRPORT

CRACK SEAL/SEAL COAT AIRCRAFT PARKING APRON - CONSTRUCT

BREAKDOWN OF ENGINEERING FEES

Engineering During Construction and Final Project Closeout					
Principal Engineer	54.0	Hrs @	$ 300.00	$ 16,200.00	
Senior Design Engineer	40.0	Hrs @	180.00	7,200.00	
Junior Engineer	22.0	Hrs @	120.00	2,640.00	
Project Administrator	22.0	Hrs @	100.00	2,200.00	
Clerical	22.0	Hrs @	85.00	1,870.00	
Mileage	210.0	Miles @	0.70	147.00	
Total - Engineering During Construction				$ 30,110.00	
Total - Engineering During Construction - Use					$ 31,000.00
Resident Engineering					
Resident Engineer					
Regular Time	310.0	Hrs @	$ 190.00	$ 58,900.00	
Overtime	60.0	Hrs @	285.00	17,100.00	
Apprentice					
Regular Time	48.0	Hrs @	$ 95.00	$ 4,560.00	
Overtime	12.0	Hrs @	142.50	1,710.00	
Vehicle Rental	30.0	Days @	50.00	1,500.00	
Mileage	900.0	Miles @	0.70	630.00	
Total Resident Engineering				$ 84,400.00	
Total Resident Engineering - Use					85,000.00
Total Engineering					$ 116,000.00

Lincoln Regional Airport

LOC ID: KLHM

Sponsor: City of Lincoln, California
Point of Contact: Matthew Medill, Public Works Director
Matthew.Medill@lincoln.ca.gov
Address: 600 6th Street
Lincoln, CA 95648
Telephone: (916) 434-3302 ext. 1310
Airport Location: 1480 Flightline Drive
Lincoln, CA 95648

Standard Operating Procedure (ARP SOP No. 5.1, June 2, 2017), CATEX Determination,
Paragraph 7.1 Simple Written Record for a CATEX

Project Title: Apron Crack Seal

Project Description

The City of Lincoln, the airport sponsor, proposes to clean out existing cracks, seal them, and apply a seal coat to the pavement surface of the existing aircraft apron and two connecting taxiways, about 700,000 square feet, as shown in Exhibit 1. Some existing airfield markings would be removed; some would be repainted.

Justification

The apron and taxiways shown in Exhibit 1 are over 40 years old and have experienced significant deterioration due to thermal cracking. The project extends apron and taxiway life and reduces the potential for foreign object debris.

The proposed action conforms to the following FAA Order 1050.1F paragraph:

> **5-6.4.e**. Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.
>
> > Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp, or runway safety area (RSA), including an RSA using Engineered Material Arresting System (EMAS); or
> >
> > Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway.
>
> This CATEX includes marking, grooving, fillets and jet blast facilities associated with any of the above facilities.

Estimated Construction Start Date: Summer or Fall 2026

Project Area

Lincoln Regional Airport spans 775 acres in the Sacramento Valley, situated 25 miles north of Sacramento at the base of the Sierra Nevada foothills. Most of the area is underlain by volcanic flows, which have been covered by sedimentary deposits. These deposits in turn have been cut by seasonal streams.

Undeveloped or non-agricultural lands in the area are typically grasslands within an oak savannah. Due to clay deposits, some areas drain poorly, forming vernal pools during the rainy season that last into early spring. The Lincoln area includes waterways like Markham Ravine, Auburn Ravine, Ingram Slough, and Orchard Creek.

The project area is located entirely on existing aircraft aprons and taxiway paved surfaces. Construction access and a staging area are located on existing paved surfaces as shown in Exhibit 1.

The proposed project does not involve extraordinary circumstances, as described in FAA Order 1050.1F, paragraph 5-2 or projects listed in FAA order 5050.4B, Table 6-1.

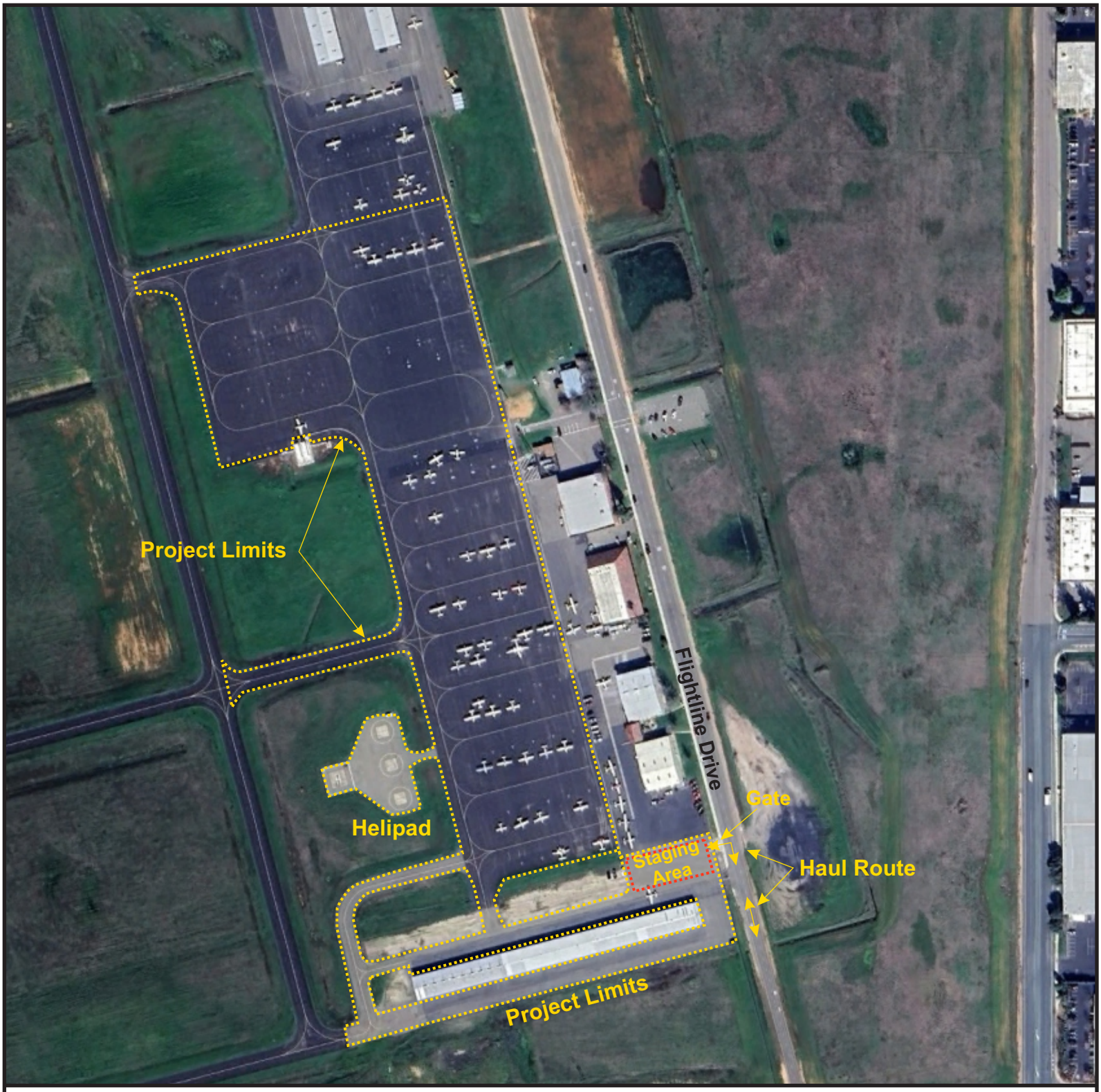
Exhibit 1: Project Location.

City of Lincoln, Lincoln Regional Airport

Signed: Matthew Medill

Date: 2/10/2025

Prepared by: Jim Wallace
Wallace Environmental Consulting, Inc.
P.O. Box 266
Courtland, CA 95615
(916) 775-2380
jim@wallaceenvironmental.com



NORTH

Lincoln Regional Airport
Project Location
Apron and Taxiway Maintenance

February 2025

EXHIBIT 1

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.

ACI PAYMENTS, INC.

Placer County, CA - Clerk Recorder

Clerk Recorder (POS)

Confirmation Number:	016443
Payment Date:	
Payment Time:	Monday, March 2, 2026 09:09AM PT

Payer Information

First Name:	ROLAND NEUFELD
Account Number:	9926225SK
Clerk-Recorder:	EIR
Elections:	

Card Information

Card Type:	Visa
Card Number:	**********6660
Card Verification Number:	****

Payment Information

Payment Type:	Clerk Recorder (POS)
Payment Amount:	$50.00
Convenience Fee:	$1.19
Total Payment:	$51.19

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future, please visit our website at acipayonline.com.

Back

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PLACER COUNTY CLERK
2026 ENVIRONMENTAL FILING FEE
CASH RECEIPT

RECEIPT NUMBER
31-260031
STATE CLEARING HOUSE NUMBER *(if applicable)*

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF LINCOLN		03/02/2026
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
PLACER COUNTY CLERK		260031

PROJECT TITLE
CRACK SEAL & SEAT COAT AIRPORT APRON PROJECT (CIP 720)

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF LINCOLN		916-434-2481

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
600 SIXTH STREET	LINCOLN	CA	95648

PROJECT APPLICANT (Check appropriate box):
☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,227.50	$_____
☐ Mitigated/Negative Declaration (MND) (ND)	$3,043.75	$_____
☐ Certified Regulatory Program (CRP) document – payment due directly to CDFW	$1,437.25	$_____

☒ Exempt from fee
☒ Notice of Exemption (attach)
☐ CDFW No Effect Determination (attach)
☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board Only)	$850.00	$_____
☒ County documentary handling fee		$ 50.00
☐ Other _____		$_____

PAYMENT METHOD:
☐ Cash ☒ Credit ☐ Check ☐ Other _____

TOTAL RECEIVED $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X S Kasza	S. Kasza, DEPUTY

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Placer
3715 Atherton Road
Rocklin, CA 95765

From: (Public Agency): City of Lincoln
600 6th Street
Lincoln, CA 95648
(Address)

Project Title: Crack Seal & Seat Coat Airport Apron Project (CIP 720)

Project Applicant: City of Lincoln

Project Location - Specific:
Lincoln Regional Airport, 1480 Flightline Drive City of Lincoln, CA

Project Location - City: Lincoln Project Location - County: Placer

Description of Nature, Purpose and Beneficiaries of Project:
The project will seal the existing cracks in the asphalt on the airport apron at the Lincoln Regional Airport and then place a seal coat over the asphalt.

Name of Public Agency Approving Project: City of Lincoln

Name of Person or Agency Carrying Out Project: City of Lincoln

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 14, CA Code of Regulations, 15301(c): Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The proposed project would repair/maintain existing public asphaltic pavement with no expansion of existing use; therefore it is exempt from further environmental review under CEQA.

Lead Agency Contact Person: Roland Neufeld, P.E. Area Code/Telephone/Extension: (916) 434-2481

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? (Yes) No

Signature: _____ Date: 3/2/2026 Title: Senior Engineer/Project Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

#260031

POSTED MAR 02 2026
Through
RYAN RONCO, COUNTY CLERK
By _____ Deputy Clerk

Revised 2011

PLACER COUNTY CLERK
2026 ENVIRONMENTAL FILING FEE
CASH RECEIPT

RECEIPT NUMBER
31-260031
STATE CLEARING HOUSE NUMBER *(if applicable)*

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF LINCOLN		03/02/2026
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
PLACER COUNTY CLERK		260031

PROJECT TITLE
CRACK SEAL & SEAT COAT AIRPORT APRON PROJECT (CIP 720)

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF LINCOLN		916-434-2481

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
600 SIXTH STREET	LINCOLN	CA	95648

PROJECT APPLICANT (Check appropriate box):
☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,227.50	$_____
☐ Mitigated/Negative Declaration (MND) (ND)	$3,043.75	$_____
☐ Certified Regulatory Program (CRP) document – payment due directly to CDFW	$1,437.25	$_____

☒ Exempt from fee
- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board Only)	$850.00	$_____
☒ County documentary handling fee		$ 50.00
☐ Other _____		$_____

PAYMENT METHOD:
☐ Cash ☒ Credit ☐ Check ☐ Other _____

TOTAL RECEIVED $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X S Kasza	S. Kasza, DEPUTY

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
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From: (Public Agency): City of Lincoln
600 6th Street
Lincoln, CA 95648
(Address)

Project Title: Crack Seal & Seat Coat Airport Apron Project (CIP 720)

Project Applicant: City of Lincoln

Project Location - Specific:

Lincoln Regional Airport, 1480 Flightline Drive City of Lincoln, CA

Project Location - City: Lincoln Project Location - County: Placer

Description of Nature, Purpose and Beneficiaries of Project:

The project will seal the existing cracks in the asphalt on the airport apron at the Lincoln Regional Airport and then place a seal coat over the asphalt.

Name of Public Agency Approving Project: City of Lincoln

Name of Person or Agency Carrying Out Project: City of Lincoln

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 14, CA Code of Regulations, 15301(c): Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed project would repair/maintain existing public asphaltic pavement with no expansion of existing use; therefore it is exempt from further environmental review under CEQA.

Lead Agency Contact Person: Roland Neufeld, P.E. Area Code/Telephone/Extension: (916) 434-2481

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? (Yes) No

Signature: _____ Date: 3/2/2026 Title: Senior Engineer/Project Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

#260031

POSTED MAR 02 2026
Through
RYAN RONCO, COUNTY CLERK
By _____
Deputy Clerk

Revised 2011

STAFF REPORT

Item Number 13.C

SUBJECT: Adopt a Resolution (1) Approving the Improvement Plans for Stardust Unit 1; (2) Approving Stardust Unit 1 Final Map; (3) Authorizing the City Manager to Execute the Subdivision Improvement Agreements for Stardust Unit 1; and (4) Authorizing the City Clerk to Sign the Clerk's Statement and Record the Final Map and Subdivision Improvement Agreement. (Kaylie Tavenner)

SUBMITTED BY: Kaylie Tavenner

DEPARTMENT: Engineering

DATE: November 10, 2026

STAFF RECOMMENDATION:
Staff recommends City Council adopt a resolution as follows: (a) approving the Improvement Plans for Stardust Unit 1; (b) approving Stardust Unit 1 Final Map; (c) authorizing the City Manager to execute the Subdivision Improvement Agreements for Stardust Unit 1; and (d) authorizing the City Clerk to sign the Clerk's Statements and record the Final Map and Subdivision Improvement Agreement.

BACKGROUND/INTRODUCTION:
The Stardust 78 project, which is part of the Village 1 Specific Plan Project Area, is located south of McBean Park Drive and west of Stardust Lane and consists of a total of 302 low density residential lots and 14 lettered lots. The Stardust Small Lot Tentative Subdivision Map was conditionally approved on July 23, 2024, per City Council Resolution 2024-159. A Large Lot Final Map for the Stardust 78 project was approved on September 8, 2026, per City Council Resolution 2026-146.

The property owner, RLS (Stardust), LLC, and the builder, Beazer Homes Holding, LLC, are now requesting approval of the Stardust Unit 1 Final Map. The improvement plans are in accordance with the previously approved tentative subdivision map. The Improvement Plans for Stardust Unit 1 have been approved by the City Engineer and Fire Battalion Chief and are currently under construction.

City costs for review of the Stardust Unit 1 Final Map and Improvement Plans were funded pursuant to the City's master fee schedule with full cost recovery borne by the applicant through funds deposited into Developer Fund 248.

FINDINGS/ANALYSIS:

The Stardust Unit 1 Final Map (Attachment 2) was reviewed by the City's Surveyor for technical correctness and the City Engineer for conformance with the approved Tentative Map and Conditions of Approval (Attachment 3).

Section 66462 of the Subdivision Map Act requires the installation of all public improvements or an agreement with the local agency to secure the installation of these public improvements. Because the subdivision improvements have not been completed for Stardust Unit 1, a subdivision improvement agreement was required. Beazer has executed the Stardust Unit 1 Subdivision Improvement Agreement and provided securities to guarantee the performance and payment of the construction of public improvements. The securities for the one-year warranty period will be provided prior to the Notices of Completion and acceptance of the project.

Staff is requesting that the City Council approve the Stardust Unit 1 Final Map (Attachment 2) and Stardust Unit 1 Improvement Plans (Attachment 4) and authorize the City Manager to execute the Stardust Unit 1 Subdivision Improvement Agreement (Attachment 5).

ENVIRONMENTAL REVIEW:
The approval of the final map is exempt from further review pursuant to Public Resources Code 21080(b)(1) and CEQA Guidelines sections 15268(b)(3).

LEVINE ACT COMPLIANCE:
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.

The applicant submitted a Levine Act Statement to the City and cited no contributions to a City elected or appointed officer totaling more than $500 within the reporting period.

FISCAL IMPACT:
The Stardust 78 project will increase required levels of maintenance associated with public streets, storm drain, water, sewer, landscaping, open space, street lighting, and stormwater quality features throughout the City. The Stardust 78 project has annexed into Community Facilities District (CFD) 2018-1 (Maintenance Services) to help mitigate the increase in infrastructure maintenance associated with the project prior to Stardust Unit 1 Final Map acceptance. The subdivision has also annexed into the CFD 2018-2 (Public Services) to provide funding to mitigate the subdivision's impact on the General Fund.

ATTACHMENTS:
Attachment_1_-_Stardust_Unit_1_Final_Map_Resolution.docx

Attachment 2 - Stardust Unit 1 Final Map.pdf

Attachment 3 - Condition of Approval.pdf

Attachment 4 - Stardust Unit 1 Improvement Plans.pdf

Attachment 5 - Stardust Unit 1 SIA.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING STARDUST UNIT 1 IMPROVEMENT PLANS, STARDUST UNIT 1 FINAL MAP, AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR STARDUST UNIT 1, AND AUTHORIZING THE RECORDING OF THE FINAL MAP AND THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council conditionally approved the Small Lot Tentative Map for Stardust 78 on July 23, 2024 per City Council Resolution 2024-159; and

WHEREAS, the improvement plans for the Stardust Unit 1 has been signed by the City Engineer and the Fire Battalion Chief; and

WHEREAS, the owner, RLS (Stardust), LLC, and the builder, Beazer Homes Holding, LLC, have requested the recordation of the Stardust Large Lot Final Map in accordance with section 66462 of the Subdivision Map Act; and

WHEREAS, the Stardust Unit 1 Final Map is technically accurate as approved by the City's Surveyor; and

WHEREAS, the City Engineer has determined that the Stardust Unit 1 Final Map is substantially the same as it appeared on the Stardust Small Lot Tentative Map and any approved alteration thereof; and

WHEREAS, the City Engineer has determined that all conditions of approval applicable to the Stardust Unit 1 Final Map have been satisfied; and

WHEREAS, the City Engineer has determined that all provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the Tentative Map have been satisfied; and

WHEREAS, the City has determined that the Stardust Unit 1 Final Map is exempt from the California Environmental Quality Act (Public Resources Code § 21000 et seq., CEQA) pursuant to Public Resources Code 21080(b)(1) and CEQA guidelines section 15268(b)(3).

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby approves the Stardust Unit 1 Improvement Plans.

Section 2. Pursuant to Section 66474.1 of the Subdivision Map Act, the City Council hereby finds and determines that the Final Map for Stardust Unit 1 is in substantial compliance with the previously approved Tentative Map and all associated conditions of approval specific to this Final Map have been satisfied.

Section 3. The Stardust Unit 1 Final Map is hereby approved, and the City Clerk is authorized to sign the Clerk's Statements accepting on behalf of the public, all easements, direct vehicle access rights, and relinquishment of groundwater rights.

Section 4. The City Manager is authorized to execute the Subdivision Improvement Agreement for Stardust Unit 1.

Section 5. The City Clerk is authorized to proceed with the Recordation of the Stardust Unit 1 Final Map and the associated Subdivision Improvement Agreement at the office of the County Recorder.

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

_____
Richard Pearl, Mayor
ATTEST:

_____
Hope Ithurburn, City Clerk

ATTACHMENT 2

Stardust Unit 1 Final Map

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

NOVEMBER, 2026

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP; THAT WE HEREBY RELINQUISH AND WAIVE OUR PRIORITY TO ANY AND ALL GROUNDWATER ASSOCIATED WITH THE REAL PROPERTY INCLUDED WITHIN LOTS 1 THROUGH 105, INCLUSIVE, LOTS B, C, D, E, & LOTS R1 THROUGH R6, INCLUSIVE SHOWN ON THIS MAP OF "STARDUST UNIT 1" AS AGAINST ANY RIGHTS TO THIS GROUNDWATER THAT MAY NOW OR HEREINAFTER BE ASSERTED BY THE CITY OF LINCOLN; THAT WE DO HEREBY DEDICATE TO THE CITY OF LINCOLN EASEMENTS FOR SPECIFIC PURPOSES THE FOLLOWING:

A. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS, AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TRAFFIC CONTROL APPURTENANCES TOGETHER WITH AND AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND ADJACENT TO LOTS R1 THROUGH R6 , INCLUSIVE (GROVE AVENUE, FERNWOOD LANE, SHADY OAK LANE, HONEY LAUREL TRAIL, MULBERRY SHADE TRAIL, AND SUGAR HILL WAY) AND THE PRIVATE STREET LABELED PRIVATE STREET AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

B. EMERGENCY VEHICLE & PERSONNEL ACCESS EASEMENTS FOR INGRESS AND EGRESS AND USE BY PUBLIC, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL AND NATURAL DISASTER CAUSED EMERGENCIES ON, OVER AND ACROSS LOTS R1 THROUGH R6, INCLUSIVE AND DESIGNATED "E.V.&P.A.E." (EMERGENCY VEHICLE & PERSONNEL ACCESS EASEMENT).

C. PUBLIC SERVICES EASEMENT FOR THE BENEFIT OF THE CITY OF LINCOLN AND RELATED STATE AND FEDERAL AGENCIES TO ENTER UPON FOR THE PURPOSES, INCLUDING BUT NOT LIMITED TO: TRASH PICKUP, PUBLIC TRANSIT, CODE ENFORCEMENT, ANIMAL CONTROL, WILDLAND FIRE/OPEN SPACE MANAGEMENT AND MAIL DELIVERY ON, OVER AND ACROSS LOTS R1 THROUGH R6, INCLUSIVE AND DESIGNATED "P.S.E." (PUBLIC SERVICES EASEMENT).

D. MULTI-PURPOSE TRAIL EASEMENT FOR PEDESTRIAN, NON-MOTORIZED AND EQUESTRIAN INGRESS AND EGRESS TOGETHER WITH THE RIGHT OF TRAIL CONSTRUCTION AND MAINTENANCE AND ALL APPURTENANCES PERTAINING THEREOF ALONG THE 14' STRIP OF LAND OVER LOT A.

E. MAIL DELIVERY EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES INCLUDING PEDESTRIAN ACCESS FOR THE DELIVERY AND RECEIPT OF MAIL, ON, OVER, UNDER AND ACROSS WITHIN STRIPS OF LAND FIVE (5) FEET WIDE LYING OUTSIDE OF AND ADJOINING THE PRIVATE STREETS SHOWN HEREON.

RLS (STARDUST) LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: Rusty Weatherby

TITLE: Authorized Signatory

OPTIONEE'S STATEMENT

THE UNDERSIGNED, BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT MEMORANDUM OF OPTION AGREEMENT RECORDED NOVEMBER 14, 2025, AS DOC# 2025-0064354, OFFICIAL RECORDS OF PLACER, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 2nd DAY OF November 2026.

BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: Lucas C. Wissmann

TITLE: President Divisional - Northern California

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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~~ Arizona
COUNTY OF Maricopa } SS

ON November 3, 2026 BEFORE ME, Blair Wetzel, NOTARY PUBLIC, PERSONALLY APPEARED Rusty Weatherby 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: Blair Wetzel

COUNTY OF: Maricopa

MY COMMISSION EXPIRES: April 16, 2030

MY COMMISSION No.: 694371

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 } SS

ON November 2, 2026 BEFORE ME, Inna Miller, NOTARY PUBLIC, PERSONALLY APPEARED Lucas C. Wissmann 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: Inna Miller

COUNTY OF: Placer

MY COMMISSION EXPIRES: June 30, 2030

MY COMMISSION No.: 2557747

CITY ENGINEER'S STATEMENT

I, VIN CAY, CITY ENGINEER FOR THE CITY OF LINCOLN, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF SUBDIVISION OF "STARDUST-UNIT 1", CITY OF LINCOLN, STATE OF CALIFORNIA, COMPRISING 7 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER — VIN CAY — R.C.E. NO. 72903 — Exp. 12/31/27 — CIVIL — STATE OF CALIFORNIA

_____
VIN CAY
CITY ENGINEER, CITY OF LINCOLN
R.C.E. NO. 72903
EXPIRATION DATE: 12-31-27

_____
DATE

SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR — ANDREW S. CHAFER — EXP:12-31-26 — No. 8005 — STATE OF CALIFORNIA

_____
ANDREW S. CHAFER
L.S. NO. 8005
EXP: 12/31/2026

_____
DATE

CITY CLERK'S STATEMENT

I, HOPE ITHURBURN, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF LINCOLN, PER RESOLUTION NO. _____ HAS APPROVED THIS MAP OF THE SUBDIVISION OF "STARDUST UNIT 1", AND HAS ACCEPT ON BEHALF OF THE PUBLIC, ALL EASEMENTS FOR PUBLIC UTILITIES, PUBLIC SERVICES, MAIL DELIVERY, EMERGENCY VEHICLE ACCESS, MULIT-PURPOSE TRAIL AND THE RELINQUISHMENT OF GROUND WATER RIGHTS HEREON OFFERED FOR DEDICATION IN ACCORDANCE WITH TERMS OF THAT OFFER.

_____ _____
DATE

HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2026, AT ___M IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC.

FEE: $ _____ DOCUMENT NO.: _____

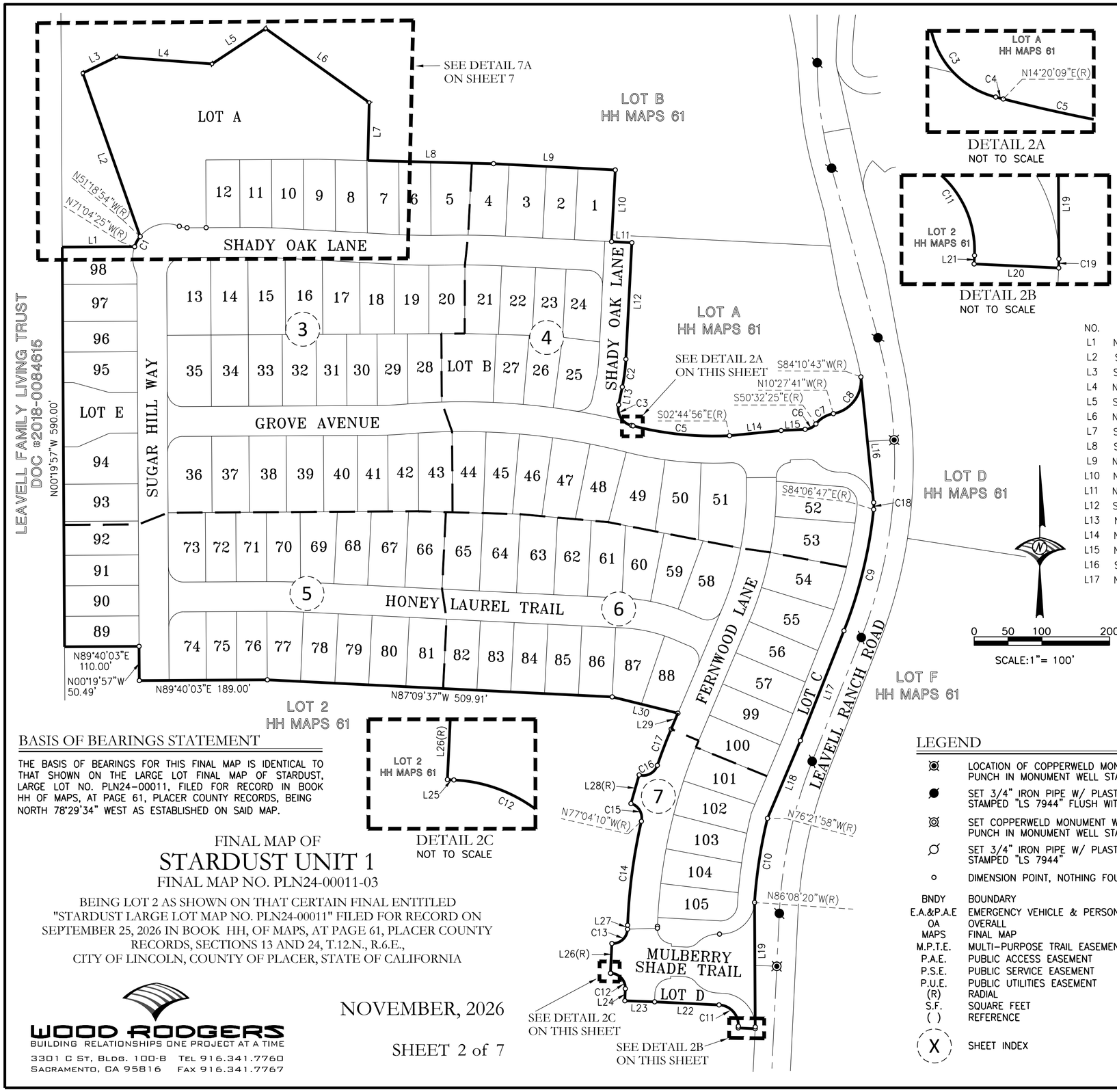
DEPUTY

BY:_____ BY:_____

RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

HOMEOWNER'S ASSOCIATION RESPONSIBILITIES

1. LOT A FOR A DETENTION BASIN AND MAINTENANCE OF ANY AND ALL APPURTENANCES.
2. LOTS B & E FOR OPEN SPACE.
3. LOTS C & D FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AND ANY AND ALL APPURTENANCES.
4. LOTS R1 THROUGH R6, INCLUSIVE, FOR PRIVATE STREET PURPOSES AND MAINTENANCE FOR USE BY ALL OF THE LOT OWNERS.



DETAIL 2A
NOT TO SCALE

DETAIL 2B
NOT TO SCALE

DETAIL 2C
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAZER HOMES IN JUNE 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.

_____

CRAIG E. SPIESS
P.L.S. 7944

_____
DATE

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
STATE OF CALIFORNIA

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°40'03"E	106.80'
L2	S19°21'09"E	255.74'
L3	S64°17'45"W	55.36'
L4	N85°46'07"W	141.36'
L5	S56°34'27"W	94.79'
L6	N54°27'42"W	188.02'
L7	S01°26'22"W	85.62'
L8	S88°33'38"E	185.68'
L9	N87°03'22"W	180.00'
L10	N02°56'38"E	106.00'
L11	N87°03'22"W	30.00'
L12	S02°56'38"W	172.25'
L13	N11°47'20"E	26.93'
L14	N84°15'27"E	76.60'
L15	N87°15'04"E	35.48'
L16	S05°49'17"E	186.39'
L17	N21°38'09"E	174.59'

LINE TABLE CONTINUED:		
NO.	BEARING	LENGTH
L18	N22°55'54"E	124.66'
L19	S00°18'42"E	183.62'
L20	N87°15'21"W	25.00'
L21	N02°44'39"E	2.50'
L22	S87°15'21"E	95.19'
L23	N87°52'50"W	44.00'
L24	N02°07'10"E	17.72'
L25	N87°15'21"W	0.96'
L26	S02°44'39"W	44.00'
L27	N02°07'10"E	5.79'
L28	N15°55'08"E	44.00'
L29	N22°55'02"E	25.40'
L30	S76°06'18"E	99.90'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	50'	19°45'31"	17.24'
C2	268'	08°50'42"	41.37'
C3	26'	87°35'04"	39.74'
C4	1018'	00°07'53"	2.33'
C5	482'	17°05'05"	143.73'
C6	22'	47°47'29"	18.35'
C7	43.50'	40°04'45"	30.43'
C8	50'	85°21'36"	74.49'
C9	672.50'	15°44'57"	184.85'
C10	737.50'	09°46'22"	125.79'
C11	30'	90°00'00"	47.12'
C12	22'	89°22'31"	34.32'
C13	22'	90°37'29"	34.80'
C14	822'	10°48'39"	155.10'
C15	22'	87°00'42"	33.41'
C16	22'	87°00'42"	33.41'
C17	822'	04°00'36"	57.53'
C18	50'	11°42'30"	10.22'
C19	50'	03°03'21"	2.67'

REFERENCES

1 HH MAPS 61

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "STARDUST – UNIT 1" SUBDIVISION IS 18.57± ACRES, CONSISTING OF 105 RESIDENTIAL LOTS AND 5 LETTERED LOTS.
5. A GEOTECHNICAL ENGINEERING STUDY FOR THIS SUBDIVISION WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., PROJECT NO. E23232.000, DATED JULY, 2023.
6. TEMPORARY RECIPROCAL SLOPE AGREEMENT AFFECTING LOTS 89–98, AND LOT E AS SHOWN IN DOC#2025–0064353–00, O.R.P.C SEE SAID DOCUMENT FOR PARTICULARS.
7. LOT A TO BE GRANTED IN FEE TITLE TO THE HOMES OWNERS ASSOCIATION FOR A DETENTION BASIN.
8. LOTS B & E IS TO BE GRANTED IN FEE TITLE TO THE HOME OWNERS ASSOCIATION FOR OPEN SPACE PURPOSES.
9. LOTS C & D IS TO BE GRANTED IN FEE TITLE TO THE HOME OWNERS ASSOCIATION FOR LANDSCAPE PURPOSES.
10. LOTS R1 THROUGH R6 TO BE GRANTED IN FEE TITLE TO THE HOMEOWNERS ASSOCIATION FOR PRIVATE ROADS BY SEPARATE GRANT DEED AND WILL PROVIDE ACCESS TO ALL LOTS HEREIN.
11. COVENANTS, CONDITIONS AND RESTRICTIONS ARE BEING RECORDED CONCURRENTLY AS DOCUMENT NO._____, O.R.P.C.

LEGEND

◎	LOCATION OF COPPERWELD MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
●	SET 3/4" IRON PIPE W/ PLASTIC PLUG STAMPED "LS 7944" FLUSH WITH PAVEMENT
◎	SET COPPERWELD MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	SET 3/4" IRON PIPE W/ PLASTIC PLUG STAMPED "LS 7944"
∘	DIMENSION POINT, NOTHING FOUND OR SET
BNDY	BOUNDARY
E.A.&P.A.E	EMERGENCY VEHICLE & PERSONNEL ACCESS EASEMENT
OA	OVERALL
MAPS	FINAL MAP
M.P.T.E.	MULTI–PURPOSE TRAIL EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.S.E.	PUBLIC SERVICE EASEMENT
P.U.E.	PUBLIC UTILITIES EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
( )	REFERENCE
(X)	SHEET INDEX

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS FINAL MAP IS IDENTICAL TO THAT SHOWN ON THE LARGE LOT FINAL MAP OF STARDUST, LARGE LOT NO. PLN24–00011, FILED FOR RECORD IN BOOK HH OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, BEING NORTH 78°29'34" WEST AS ESTABLISHED ON SAID MAP.

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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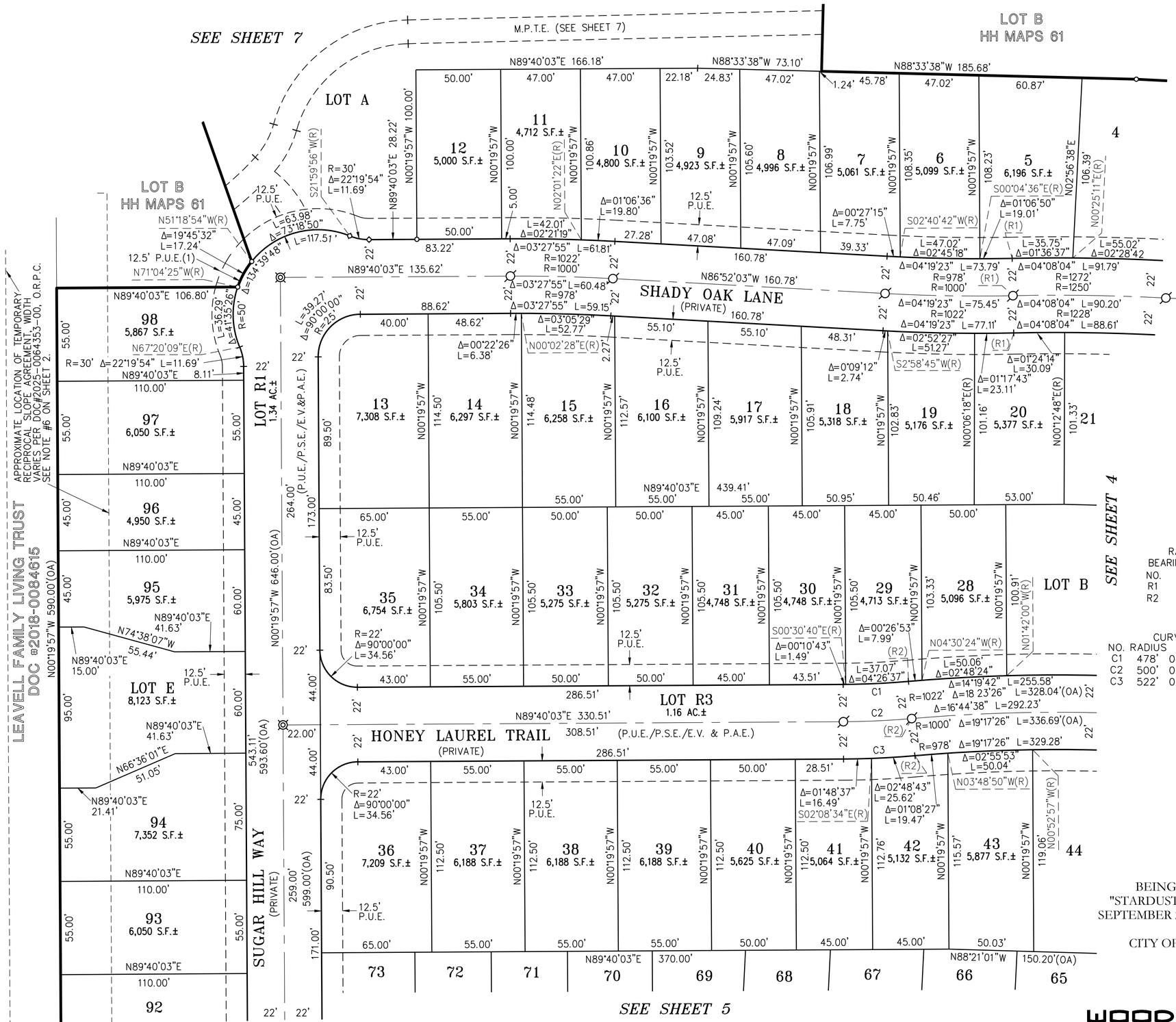
Sacramento, CA 95816 Fax 916.341.7767

NOVEMBER, 2026



RADIAL BEARING TABLE

NO.	BEARING
R1	S01°11'26"E
R2	S04°57'17"E

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	478'	04°37'20"	38.56'
C2	500'	04°37'20"	40.34'
C3	522'	04°37'20"	42.11'

0 20 40 80

SCALE: 1"= 40'

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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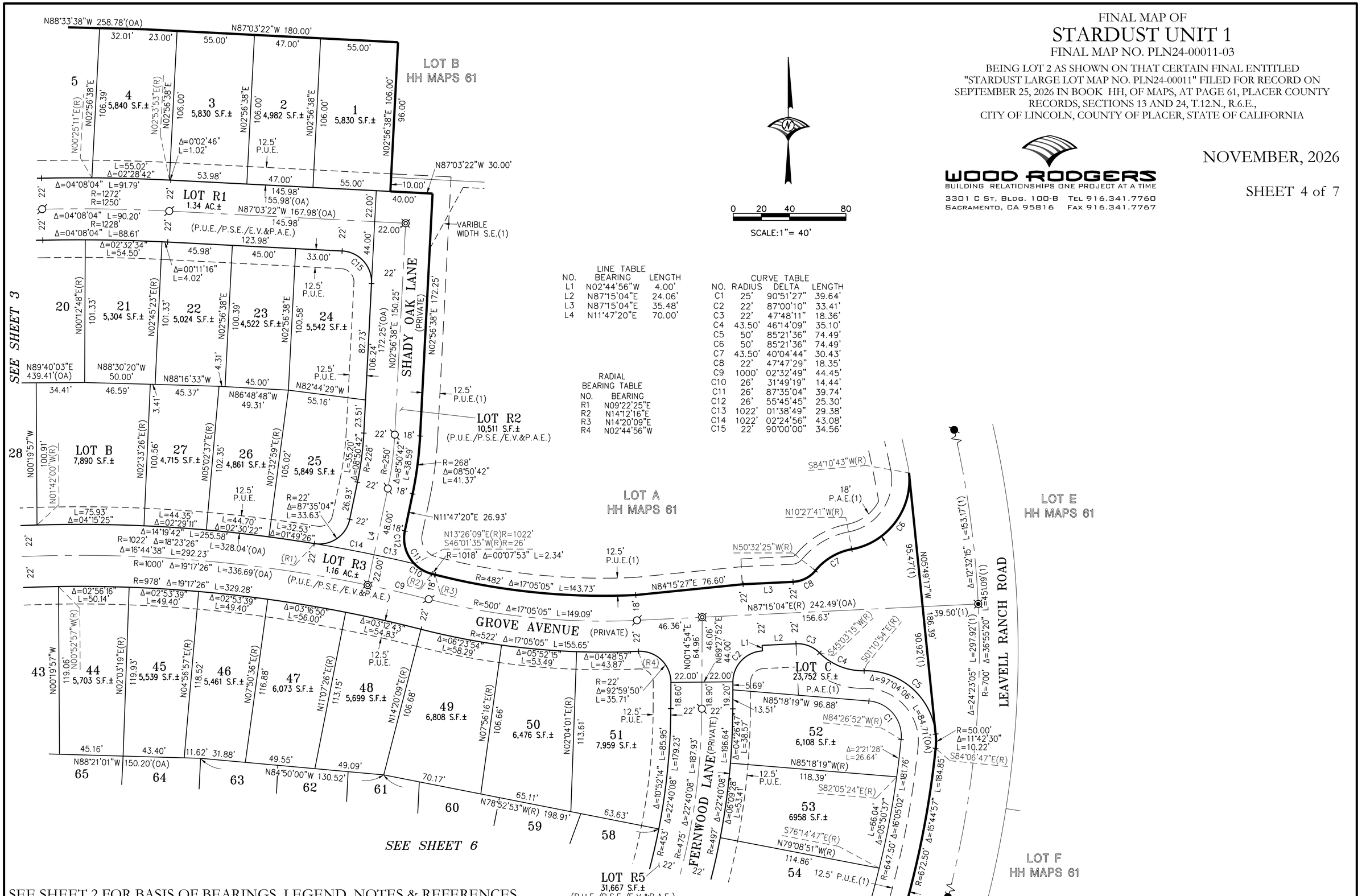
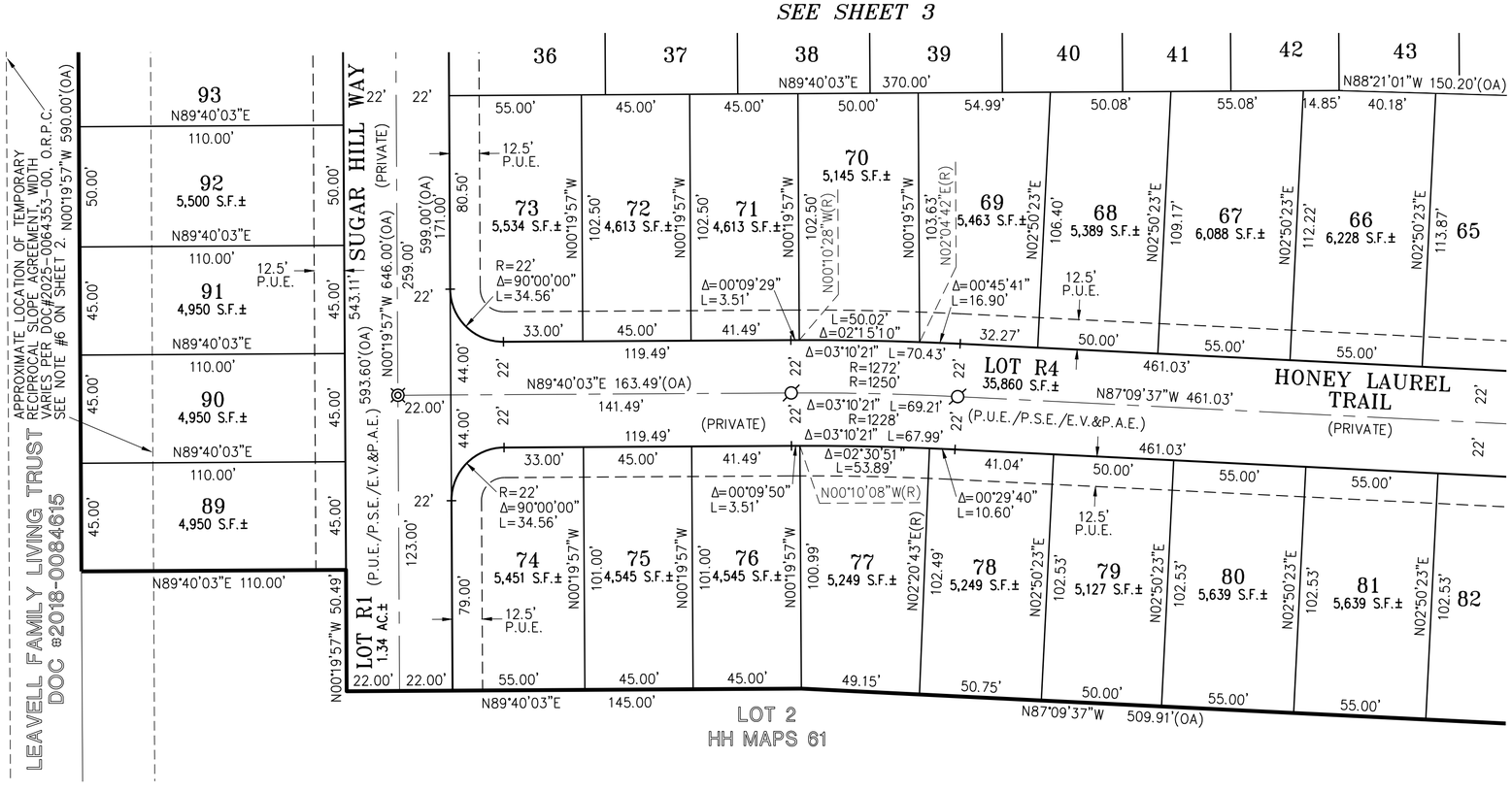


LINE TABLE		
NO.	BEARING	LENGTH
L1	N02°44'56"W	4.00'
L2	N87°15'04"E	24.06'
L3	N87°15'04"E	35.48'
L4	N11°47'20"E	70.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	25'	90°51'27"	39.64'
C2	22'	87°00'10"	33.41'
C3	22'	47°48'11"	18.36'
C4	43.50'	46°14'09"	35.10'
C5	50'	85°21'36"	74.49'
C6	50'	85°21'36"	74.49'
C7	43.50'	40°04'44"	30.43'
C8	22'	47°47'29"	18.35'
C9	1000'	02°32'49"	44.45'
C10	26'	31°49'19"	14.44'
C11	26'	87°35'04"	39.74'
C12	26'	55°45'45"	25.30'
C13	1022'	01°38'49"	29.38'
C14	1022'	02°24'56"	43.08'
C15	22'	90°00'00"	34.56'

RADIAL BEARING TABLE	
NO.	BEARING
R1	N09°22'25"E
R2	N14°12'16"E
R3	N14°20'09"E
R4	N02°44'56"W

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



0 20 40 80

SCALE:1"= 40'

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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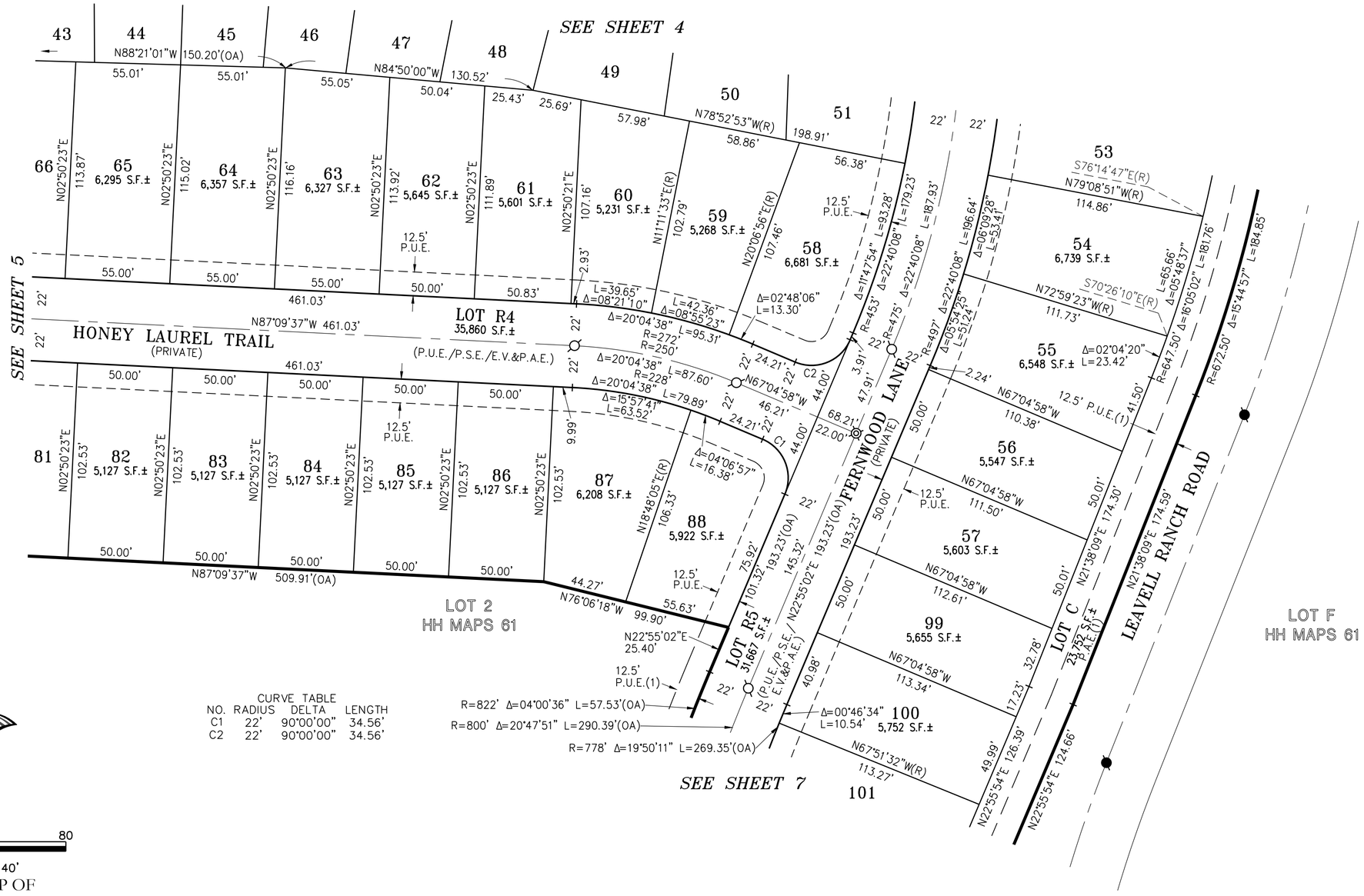

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	22'	90°00'00"	34.56'
C2	22'	90°00'00"	34.56'

0 20 40 80

SCALE:1"= 40'

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

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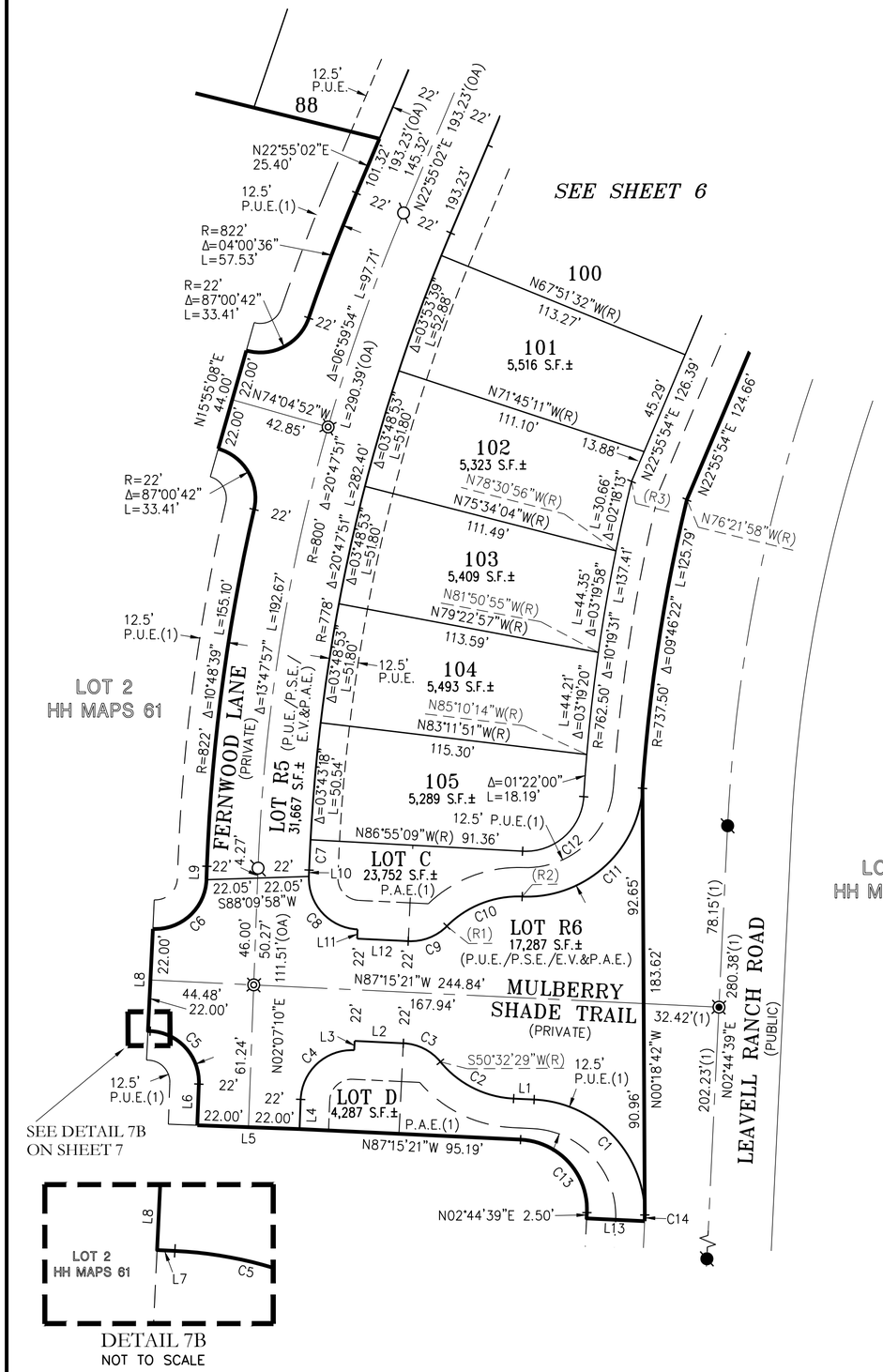
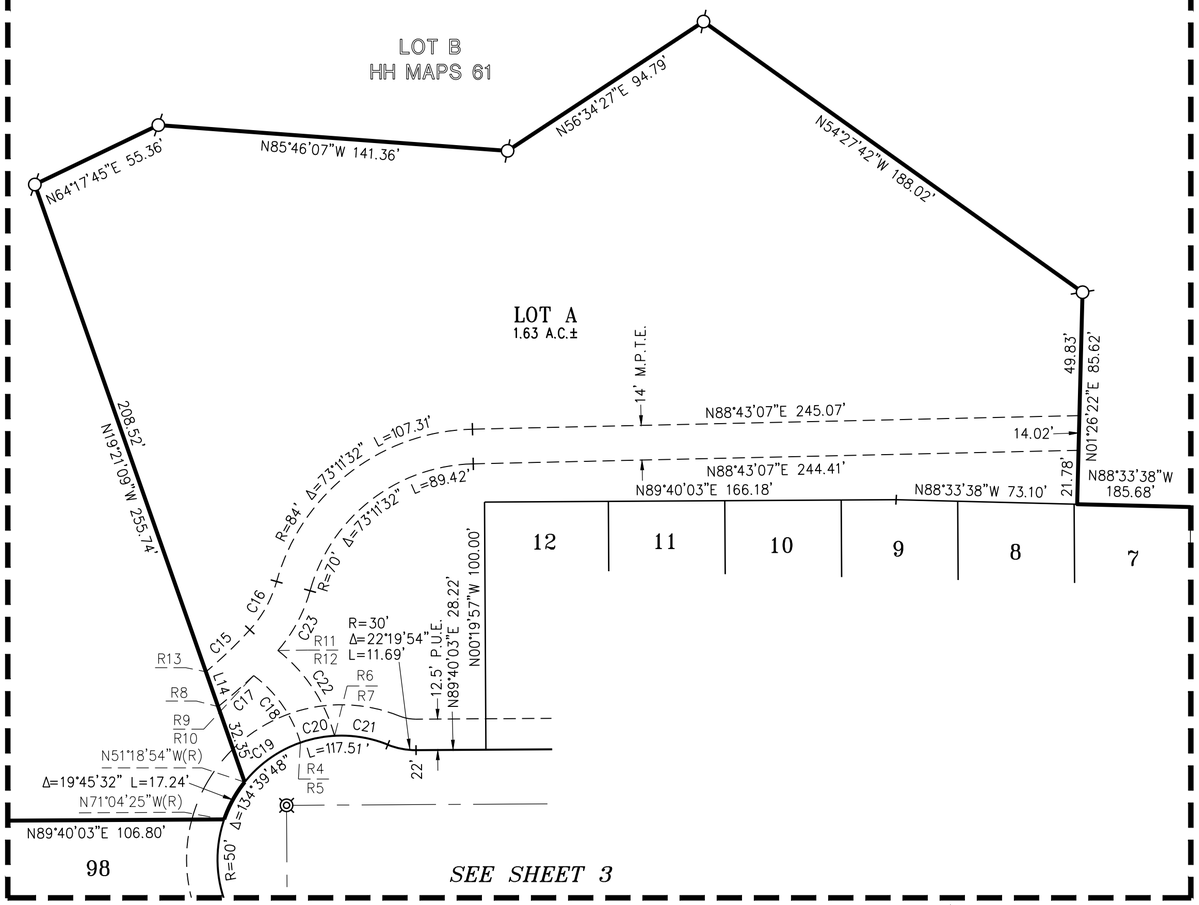


DETAIL 7B
NOT TO SCALE



DETAIL 7A
NOT TO SCALE

LINE TABLE

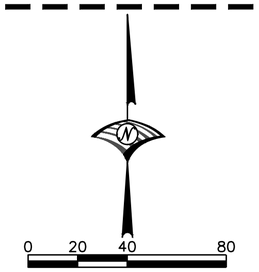
NO.	BEARING	LENGTH
L1	N87°15'21"W	8.84'
L2	N87°15'21"W	20.97'
L3	N02°44'39"E	4.00'
L4	N02°07'10"E	12.76'
L5	N87°52'50"W	44.00'
L6	N02°07'10"E	17.72'
L7	N87°15'21"W	0.96'
L8	N02°44'39"E	44.00'
L9	N02°07'10"E	5.79'
L10	N02°07'10"E	2.75'
L11	N02°44'39"E	4.00'
L12	N87°15'21"W	22.02'
L13	N87°15'21"W	25.00'
L14	N19°21'09"W	14.87'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	50'	86°56'39"	75.87'
C2	43.50'	47°47'50"	36.29'
C3	22'	47°47'50"	18.35'
C4	22'	90°37'29"	34.80'
C5	22'	89°22'31"	34.32'
C6	22'	90°37'29"	34.80'
C7	778'	00°57'41"	13.05'
C8	22'	89°22'31"	34.32'
C9	22'	47°47'50"	18.35'
C10	43.50'	47°10'41"	35.82'
C11	50'	88°15'51"	77.02'
C12	25'	89°37'05"	39.10'
C13	30'	90°00'00"	47.12'
C14	50'	03°03'21"	2.67'
C15	181.50'	07°44'25"	24.52'
C16	48'	26°55'10"	22.55'
C17	195.50'	05°34'35"	19.03'
C18	52'	37°01'44"	33.61'
C19	50'	32°02'06"	27.96'
C20	50'	16°08'54"	14.09'
C21	50'	25°07'50"	21.93'
C22	66'	36°32'50"	42.10'
C23	62'	25°31'08"	27.61'

RADIAL BEARING TABLE

NO.	BEARING
R1	N45°03'11"W
R2	S02°07'30"W
R3	N76°12'44"W
R4	N73°35'42"E
R5	N19°16'48"W
R6	N74°42'00"E
R7	N3°07'53"W
R8	S38°17'26"E
R9	N36°33'58"E
R10	S43°52'01"E
R11	N38°09'10"E
R12	S48°57'17"E
R13	S39°48'51"E



SCALE:1"= 40'

FINAL MAP OF

STARDUST UNIT 1

FINAL MAP NO. PLN24-00011-03

BEING LOT 2 AS SHOWN ON THAT CERTAIN FINAL ENTITLED "STARDUST LARGE LOT MAP NO. PLN24-00011" FILED FOR RECORD ON SEPTEMBER 25, 2026 IN BOOK HH, OF MAPS, AT PAGE 61, PLACER COUNTY RECORDS, SECTIONS 13 AND 24, T.12.N., R.6.E., CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

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NOVEMBER, 2026

SHEET 7 of 7

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

ATTACHMENT 3

Conditions of Approval

The **Stardust** Small Lot Tentative Subdivision is located within Village-1 Specific Plan Area, near the South-West corner of Mcbean Park Dr./Stardust Lane within the City of Lincoln, Assessor's Parcel Number 021-274-040 is approved subject to the following conditions of approval:

* (Single Asterisk) located in front of the Condition is a Modified Standard Condition
** (Double Asterisk) located in front indicates a New Condition Specific to the **Stardust** Tentative Subdivision Map

	Condition	Timing	Responsible Party	Status
GENERAL CONDITIONS				
1.	All development within the **Stardust** subdivision is subject to compliance with Mitigation Measures contained within Village-1 Specific Plan EIR and Final Supplemental EIR (State Clearinghouse No. 2010102018).	General Condition	Community Development	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General Condition	Community Development	
3.	The Applicant shall pay the City's actual costs of providing entitlement processing Plan review, Final Map review, GIS, administrative fee, and inspection services. This may be a combination of staff costs and direct billing for contract professional services.	General Condition	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
4. The ability to proceed under any approvals, entitlements, or authorizations granted by this action are contingent upon a Development Agreement being executed with the City of Lincoln, as per requirements of the approved Village-1 Specific Plan, and the Infrastructure & Public Facilities Financing Plan, which incorporates changes associated with this tentative map for the Applicant. Such Development Agreement shall be executed prior to City Council approval of any Final Map and may establish obligations to be completed prior to approval of any Final Map.	General Condition	City of Lincoln	
5. All improvements required for the **Stardust** Tentative Subdivision Map shall be designed and constructed to conform to the City of Lincoln Municipal Code, Section 17, Design Criteria and Procedures Manual and Public Facilities Improvement Standards or as modified by these Conditions of Approval, or as approved by the City Engineer and/or Community Development Director.	Improvement Plans/Final Map	Development Engineering and City Engineer	
6. Completion of improvement plans and construction or bonding of improvements are required prior to approval of each **Stardust** Final Subdivision Map.	Improvement Plans/Final Map Approval	Development Engineering and City Engineer	
7. **This subdivision includes private streets which are proposed to be gated off of Oak Tree Lane. The private streets shall be owned and maintained by a Home Owners' Association, including maintenance of curb, gutter, sidewalk, pavement, street lighting, storm drainage, stormwater quality facilities, landscaping (including along Oak Tree Lane project frontage), fences and walls. Within the private streets, the sewer and water mains shall be owned and maintained by the City of Lincoln. Oak Tree Lane shall be a public street.	General Condition	Community Development and Engineering	
8. As set forth in the City's Public Facilities Element Fee (PFE program), the project is subject to Infrastructure and Capital Facility Impact Fees categories including but not limited to, Wastewater Fee; Reclaimed or Raw Water Fee; Drainage Fee; Water Fee; Transportation Fee; and Community Services Fees which includes Parks, City Administration, Fire, Police, Solid Waste, and Library.	General Condition	Support Services	

Condition	Timing	Responsible Party	Status
9. * The **Stardust** Tentative Subdivision Map shall be subject to those provisions set forth in the approved Village-1 Specific Plan (adopted by Resolution No. 2012-197, dated November 27, 2012), Specific Plan Amendments, and General Development Plan for the Village-1 Plan Area (adopted by Ordinance No. 873B), as amended by Ordinance No. 886B and 1070B, and as may be subsequently amended	General Condition	Community Development	
10. The conditions of approval for the Small Lot Tentative Map and exhibit Maps dated 5/31/24 supersede any and all conflicting notations and information which may be shown on said Maps.	General Condition	Community Development	
11. The Small Lot Tentative Subdivision Map approval is valid for two (2) years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), or extended by the terms of a Development Agreement.	General Condition	City of Lincoln	
12. * All improvements and construction within the project shall be consistent with the latest Village-1 Specific Plan Amendment, General Development Plan, Development Agreement, Large Lot Tentative Map and Tentative Subdivision Map.	General Condition	Community Development and City Engineer	
13. *One or more residential small lot final map may be filed. Phasing of the final maps will be subject to the review and approval of the City Engineer.	General Condition	Community Development	

14. **This project is allowed to be developed in phases. All infrastructure phasing must be to the satisfaction of the City Engineer. The following phasing is required: a. The initial phase of development must include the design and construction of the water system with 2 points of connection to the proposed Oak Tree Lane, such that no more than 20 lots will be without water if a single water valve is closed. The dedication of the easements, securities, and improvement agreements for this infrastructure are required prior to the first final map. b. The initial phase of development must design and construct a looped backbone water system within Oak Tree Lane, connecting the water main in Mc Bean Park Drive to the existing water main at the east side of Hidden Hills Subdivision. A temporary 12 feet wide Aggregate base road shall be required over the proposed extension of water main within Oak Tree Lane from the project southern boundary to the existing water line along Hidden Hills Subdivision. Construction completion of the looped water system in Oak Tree Lane must be prior to issuance of the earliest of the twenty-first building permit or the first occupancy, however allowing these building permits prior to construction completion of the looped water system is subject to the approval of the City Engineer and the Fire Chief. c. The initial phase of development must include design and construction of a traffic signal at Oak Tree Lane /Mc Bean Park Drive and all necessary intersection widening as per approved traffic study. d. The initial phase of development must design and construct Oak Tree Lane from Mc Bean Park Drive to the southern boundary of this Tentative Map, to ultimate width, including the expanded intersection at Mc Bean Park Drive with turn pockets.	a. Prior to the improvement plan approval and 1st Final Map. b. Construction completion prior to the earliest of issuance of 21St building permit or the 1st occupancy, however allowing building permits is subject to approval of the Fire Chief and City Engineer. c. Prior to approval of the improvement plan and 1st Final Map. d. Prior to approval of improvement	Community Development and City Engineer b. Building permit issuance is subject to approval of City Engineer and Fire Chief.	

Condition	Timing	Responsible Party	Status
	plan and 1st Final Map.		
15. Prior to City Council approval of any Small Lot Final Map in the project area, the installation timing of specific offsite improvements associated with the project shall have been established to the satisfaction of the City Engineer.	General Condition	Development Engineering and City Engineer	
DEVELOPMENT STUDIES/MITIGATION			
16. * The design of on-site and backbone water system improvements shall comply with the approved Water Study to be prepared by the Applicant consistent with the Backbone Water System of the adopted Village-1 Specific Plan Amendment, and Infrastructure and Public Facilities Financing Plan.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	
17. * The design of on-site sanitary sewer system improvements shall be consistent with the Stardust Sewer Study prepared by Frayji Design Group, dated May 14, 2024, and consistent with the approved Infrastructure and Public Facilities Financing Plan.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	
18. * The design of the on-site storm drainage system improvements shall comply with the Village 1-Stardust Preliminary Drainage Report prepared by Frayji Design Group, dated May 14, 2024. In addition, prior to the approval of improvement plans, the applicant shall demonstrate that the design of the on-site drainage system complies with Section 10 of the City Design Criteria and Procedures Manual, specifically Table 10-1, "Allowable Street Encroachments" and Section 10-2 for minimum pad elevations adjacent to designated floodplains and overland routing of flood flows.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
19. The Applicant shall finalize the preliminary Storm Water Quality Plan with the 1st submittal of the improvement plans. This plan shall incorporate previous comments obtained during entitlement review to comply with the West Placer Storm Water Quality Design Manual, using updated SWQP templates, and the State MS4 permit or current State requirements. Compliance with the MS4 permit may result in the loss of lots.	Initial Submittal of Improvement Plans	Development Engineering and City Engineer	
20. The Applicant shall submit a soils report prepared by a soil engineer for the development including the recreational facility and/or park site. The report shall identify any grading and/or foundation soil problems on the lots and recommend any necessary corrective action to be taken. The reports shall be submitted with the Grading Permit or Improvement Plans, whichever occurs first. The reports shall include sub-grade soil evaluation for roadway design and provide suggested structural road sections. The soils report shall provide soil characteristics and geologic information necessary for input into the SWQP templates if required by design criteria.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
21. For those improvements that affect regulated resources, the Applicant shall have secured all required Environmental and Mitigation Permits for improvements prior to City approval of Plans for the improvements affecting the regulated resources.	Prior to approval of offsite Improvement Plans that affect regulated resources.	Planning	
22. **A Sanitary Sewer Pump Station design report shall be prepared as per City Design Criteria & Procedures Manual to the satisfaction of the City Engineer.	Prior to approval of offsite Improvement Plans and 1st Final Map	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
STORM WATER QUALITY/GRADING/DRAINAGE			
23. If applicable, the project with each phase shall include adequately sized and properly aligned culverts at all drainage-way crossings. Culvert sizes must meet the design requirements and be approved by the City Engineer. Design and construct temporary culverts over natural channels for any stream crossings used during the construction phase. Construction equipment and vehicles must not cross streams without a proper temporary culvert crossing.	Prior to approval of Improvement Plans and Final Map	City Engineer	
24. In accordance with the City's most current standards, no disturbed surface or soil shall be left standing through a winter season without erosion control measures, such as re-vegetation of exposed slopes. Temporary erosion control measures (such as silt fences, staked straw bales, etc.) shall be employed at the base of disturbed slopes until re-vegetation is established.	Prior to approval of Improvement Plans	City Engineer	
25. Design and construct energy dissipaters where drainage outlets discharge on erodible soil or into natural drainage ways. Temporary dissipaters may be used for temporary storm runoff outlets during construction phases. Permanent dissipaters shall be included for permanent outlets, unless the Erosion Control Plan indicates that conditions render it unnecessary (subject to the approval of the City Engineer).	Prior to approval of Improvement Plans and Final Map	Development Engineering and City Engineer	
26. The Applicant shall submit a post construction Storm Water Quality Plan with the improvement plans. The project shall comply with the City Ordinance, California MS4 permit requirements or any other State mandated requirements, to the satisfaction of the City Engineer. Compliance with the MS4 permit may result in the loss of lots.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
27. The design, maintenance, inspection, and reporting of all storm water systems, devices, and treatment systems by the Applicant shall be in compliance with the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System Permit Phase 2 Municipal General Permit No. CAS000004, Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems and any design guidance developed by the City.	Prior to approval of Improvement Plans and During Construction	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
28. The Applicant shall submit a SWPPP and post construction Erosion Control Plan for each phase of construction for City approval. The Plan shall include Best Management Practices (BMPs) to minimize and control the level of pollutants in storm water runoff released to off-site receiving waters. Specific techniques shall comply with adopted City Standards.	Prior to approval of Improvement Plans and During Construction	Community Development and City Engineer	
29. The applicant shall provide maintenance of the storm water quality facilities (including but not limited to bioretention ponds). The maintenance shall include but not be limited to the discharge piping and appurtenances to the public storm drain system, protective metal fencing (if required), planting of the biomaterials, and grading. The storm water quality ponds shall be located on lots which shall be owned and maintained by the Home Owners' Association.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
30. The Applicant shall prepare a Water Quality Maintenance and Operation Plan for storm water quality & LID improvement facilities to be maintained by the Home Owner Association (HOA). The Water Quality Maintenance and Operation Plan shall contain, at a minimum but not limited to, a description of the constructed facilities, the design criteria, a description of the expected facility operation, a post construction Erosion Control Plan, a post construction Storm Water Quality Control Plan, and a description of maintenance activities required along with a schedule for each activity. The Water Quality Maintenance and Operation Plan shall also contain a description of sampling, testing, and reporting requirements. The Water Quality Maintenance and Operation Plan shall be subject to approval by the Public Services Department.	Prior to Final Map Approval	Development Engineering, City Engineer, and Public Services	

Condition	Timing	Responsible Party	Status
31. Subject to permits issued by the Placer County Environmental Health Department, locate and properly abandon all septic systems and wells. Prior to abandoning any existing agricultural wells, the Applicant shall use water from the agricultural wells for grading and construction of the project or its phases.	Prior to Acceptance of Improvements or as determined on Improvement Plans	City Engineer	
32. The Applicant shall submit Blasting Plans (if required) for review and approval by the City Engineer prior to commencing any on-site blasting activities. At a minimum, the Blasting Plan is to include a description of the work to be accomplished, a statement of the necessity to accomplish the work, a description of alternatives to blasting considered but rejected, a description of steps taken to avoid hard rock areas, safety measures to be implemented. The Blasting Plan is to coordinate blasting activities with the Police, Community Development Department, and Fire Departments and specify the time and duration proposed for the activity. The Applicant shall provide 72 hours notification to the above Departments of any scheduled blasting.	Prior to any blasting activities	Community Development, City Engineer, Police, Fire	
33. The Applicant shall provide a grading and erosion control security deposit in accordance with the City of Lincoln Design Criteria and Procedures Manual.	Prior to the issuance of the Grading Permit.	City Engineer	
34. Flagging, fencing, signage, and other devices shall be installed prior to grading on-site. Fence locations shall be to the approval of the City Engineer and shall require inspection prior to start of grading. Fencing should not be removed unless written approval is obtained from the City Engineer.	Prior to Grading	City Engineer	
35. Trees removed during site grading and construction shall be disposed of by means other than landfill or burning.	Prior to Grading	City Engineer	

Condition	Timing	Responsible Party	Status
36. Trees not scheduled for removal adjacent to construction areas shall be temporarily fenced around their drip lines to prevent inadvertent damage during construction activity.	Prior to Grading	City Engineer	
FLOODPLAIN/WETLANDS			
37. If applicable, the Applicant shall prepare, prior to each phase of Improvement Plan submittal, a detailed analysis of the designated 100-year floodplain in the project area to determine the flood-prone areas and base flood elevations (if not already available). Floodplain elevations must be determined prior to the approval of a Final Subdivision Map. The Applicant shall be responsible for any costs associated with the need to file requests to FEMA for map changes; i.e. CLOMR or LOMR, subject to any third party reimbursement as may exist. The Applicants shall provide all data and mapping necessary to amend the City's FEMA mapping and fund all requests for amendments.	Prior to approval of Improvement Plans and Construction	Community Development, City Engineer	
38. All future grading shown on the tentative map, including proposed pad elevations, shall be subject to further review and approval by the City Engineer and Community Development Department in accordance with applicable City and FEMA requirements.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
39. The project shall comply with requirements of SB-5 (200-year flood protection) and regulations and guidelines published by the State Department of Water Resources, and as may be adopted by the City of Lincoln in compliance with the requirements of SB-5.	General Condition	Community Development and City Engineer	
TRANSPORTATION/STREET IMPROVEMENTS			

Condition	Timing	Responsible Party	Status
40. *The configuration, location and timing of street improvements shall be as set forth in the approved tentative map, consistent with the Stardust Development Agreement, adopted Village-1 Specific Plan & Amendment, and Village-1 Infrastructure and Public Facilities Financing Plan.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
41. Permanent emergency vehicle access points, (E.V.A.) shall be constructed in a minimum 20-foot wide easement with 12-foot wide travel lane or as approved by the Fire Department, City Engineer and Community Development Department. Pavement, aggregate base, and 2-foot wide aggregate base shoulders shall be provided with a minimum vertical clearance of not less than 13-feet 6-inches (13'-6"). Structural section shall be determined during design. Gates, if installed in the easement, shall swing in the direction of travel and shall not impede access. A Knox Company padlock is to be provided on all easement gates.	Prior to approval of Improvement Plans and Final Map	Development Engineering, City Engineer, and Fire	
42. Traffic striping, markings and signing shall be provided as required by the applicable City of Lincoln Design Criteria and Procedures Manual and Public Facilities Improvement Standards, as well as the California Manual of Uniform Traffic Control Devices, latest edition.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
43. The Applicant shall design and construct ADA compliant ramps to allow movement of bicycles from sidewalks to on-street bike lanes where bike/trail routes merge with frontage sidewalks.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
44. Street names shall be reviewed and approved by the City. The applicant shall work with the City to determine appropriate names to be incorporated into street names as feasible.	Prior to approval of Improvement Plans & Final Map	Planning	

Condition	Timing	Responsible Party	Status
45. Applicant would provide an executed right of entry/construction easement from neighboring property owners prior to issuance of the grading permit.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
46. **Applicant shall prepare an intersection analysis and a Level of Service (LOS) analysis for the interim condition for the proposed intersection of Oak Tree Lane/McBean Park Drive to ensure the intersection meets the General Plan Policy LOS requirements, and provides adequate lane transitions.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
47. ** Applicant shall design and bond for a looped backbone water system within Oak Tree Lane from McBean Park Drive to the existing water line at Hidden Hills. The extension of the proposed backbone water system from the project's southern boundary to the existing water line along Hidden Hills Subdivision shall be designed with a 12 feet wide temporary AB road over the extension of water main, which shall be included in the security.	Prior to 1St Final Map	Development Engineering and City Engineer	
UTILITIES			
48. The Preliminary Utility Plan exhibits in the Tentative Map set showing pipe sizing and alignment for utilities are not approved for final design. The utility exhibits shall be updated by technical studies/reports and the Improvement Plans shall incorporate the findings of the technical studies, to the satisfaction of the City Engineer.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
49. If determined necessary by the City, the Applicant shall design and construct water sampling stations at locations approved by the City Engineer to allow for sampling of the water supply system, pursuant to the State of California and the City of Lincoln.	Prior to approval of Improvement Plans & Final Map	Development Engineering, City Engineer and Public Services	

Condition	Timing	Responsible Party	Status
50. The Applicant shall pay for the cost of the City's consultant to perform water modeling to access the Fire Flows by including this Project water system into the City's water model.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
51. The Applicant shall comply with all provisions of the City's Cross Control and Backflow Prevention Ordinance.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
52. The Applicant shall submit Joint Utility Trench Composite Plans for review by City Engineer.	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
53. If/where applicable, subject to the Stardust Small Lot Tentative Subdivision Map, sewer and water easements located in open space areas shall have an access road to valves and manholes approved by the Community Development Department and City Engineer, and constructed with a minimum easement width of 15-feet and providing an 8-foot wide pave section, acceptable to the City Engineer with 2-foot wide aggregate base shoulders.	Prior to Acceptance of Improvements	City Engineer	
54. **Solid Waste pick for Lots 229 & 230 shall not be provided from the stub street.	General Condition	Development Engineering and City Engineer	
FIRE			

Condition	Timing	Responsible Party	Status
55. The final design, layout and line capacity of water and hydrant systems will be subject to approval of the City Engineer in consultation with the Fire Chief prior to start of any phase of underground utility construction.	Prior to approval of Improvement Plans & Final Map	Development Engineering and City Engineer	
56. The final placement of fire hydrants shall be subject to the approval of the Fire Chief during the review of Improvement Plans and consistent with the most current improvement standards for the City.	Prior to approval of Improvement Plans & Final Map	Development Engineering, City Engineer and Fire Department	
57. Emergency access ways and pedestrian connections will be consistent with the locations provided in the approved Tentative Map. Any changes made shall be reviewed with Improvement Plans and be approved by the Fire Department, Community Development Department, and City Engineer.	Prior to approval of Improvement Plans & Final Map	Community Development, City Engineer and Fire Department	
58. ** The gates and controls to the gates at all entries/exits to the subdivision shall be designed in compliance with requirements of the City Fire Department.	Prior to approval of Improvement Plans & Final Map	Community Development, City Engineer and Fire Department	
PARKS AND TRAILS			

Condition	Timing	Responsible Party	Status
59. The Applicant shall prepare Improvement Plans and construct the dedicated landscape corridors, trails and other open space facilities, consistent with approved Stardust Tentative Subdivision Map, Village-1 Specific Plan and the General Development Plan. Trail plans shall be approved with the Public Improvement Plans. Landscape plans will be submitted prior to Improvement plan approval, and reviewed separately from Improvement Plans. The following specifications shall be applied to trails in the project: • Trails must be located as shown on the approved Tentative Map. • Provide a striped pedestrian crossing for the trail system when it crosses a public right-of-way. • Applicant shall install all required signage for the trail.	Prior to approval of Improvement Plans and final Map.	Community Development and City Engineer	
60. The Applicant shall design and construct open fencing along all open space, drainage corridors, and parkways consistent with the General Development Plan, constructed in accordance with Plans and specifications approved by the City Engineer or designed and constructed as identified in the Army Corps of Engineers approved Open Space Management Plan.	Prior to approval of Improvement Plans and Final Map.	Community Development and City Engineer	
LANDSCAPING			

Condition	Timing	Responsible Party	Status
61. *As specified in the Village-1 Specific Plan and Infrastructure and Public Facilities Financing Plan, Stardust Landscape Plans shall include drought tolerant, low maintenance re-vegetation and landscaping plans and specifications for landscaped corridors/landscaped medians, common parking lots, prepared by a registered landscape architect. The Plans shall to be the satisfaction of the Community Development Department, City Engineer and the Public Services Director. The Plans shall be consistent with the General Development Plan and should blend the project into its natural environment and reflect a design which is sensitive to water use, fire hazards, wildlife and view sheds. The Plans shall include but not be limited to: planting plans, species lists suited to Lincoln's climate and soil conditions, Irrigation Plans and water usage calculations consistent with AB 1881 regarding water conservation, backflow devices for potable water uses, stabilization measures for cut and fill slopes and soil preparation methods.	Prior to approval of Improvement Plans and Final Map	Community Development, City Engineer, and Public Services	
62. The Applicant shall be required to use the previously approved Master Tree List Planting Plan for the residential development setting front yard trees in accordance with the adopted General Development Plan for Village-1 Plan Area. The residential Landscape Plans shall be subject to review and approval of the Community Development Department	Prior to Final Map Approval	Community Development and City Engineer	
63. Any structure as part of the civil and landscape improvement plans shall be submitted to the building department for a building permit.	Prior to approval of Improvement Plans	Community Development and City Engineer	
LIGHTING/DESIGN			

Condition	Timing	Responsible Party	Status
64. *A Street Lighting Plan shall be submitted to the City with Improvement Plans prior to construction of each project phase. All street lights shall be LED and Smart Metered to the satisfaction of the City Engineer. Street light poles where located in public right-of-way and maintained by City, shall be concrete and/or to the satisfaction of the City Engineer. All onsite streetlights shall be privately owned and maintained by the Home Owners' Association, and built in accordance with the approved Stardust improvement plans, consistent with the Village-1 GDP to the satisfaction of the City Engineer. The selection of the private onsite streetlights and design of the lighting system shall be reviewed and approved by the Community Development Department and City Engineer and street lighting within private streets, onsite, will be provided at all intersections, elbows and cul-de-sacs to the satisfaction of the City Engineer. Streetlights and similar fixtures shall be directed away from residences. The street lighting foundation design shall be included with the Street Lighting Plan.	Prior to approval of Improvement Plans and Final Map	Development Engineering and City Engineer	
65. ** Applicant shall submit a photometric plan to demonstrate street lighting provided meets the City of Lincoln Lighting Standards for coverage (Lumens) for all public streets within the project	Prior to approval of Improvement	Development Engineering and City Engineer	
66. The Applicant shall review options with Community Development staff to minimize visual impacts and monotony in the design of any sound walls. If used, walls should be constructed of masonry and utilize graffiti resistant materials. Wall design and materials shall be subject City's approval and according to the design standards in the approved Village-1 Specific Plan and General Development Plan.	Prior to Improvement Plans and Final Map	Community Development	
IMPROVEMENT PLAN NOTES			

Condition	Timing	Responsible Party	Status
67. Dust control measures shall be established prior to construction of any phase of development pursuant to the requirements of the Mitigation Monitoring Plan. Additional dust control measures may be required by the City Engineer based upon site conditions. The following note shall be added to the Grading and/or Improvement Plans: "To minimize dust/grading impacts during construction, the Applicant shall: a. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day. b. Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks. c. Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities. d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site. e. The City shall have the authority to stop all grading operations, if in opinion of City staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. f. The grading shall comply with the Mitigation Monitoring Program."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
68. A note shall be added to the Grading Plans that states: "Prior to the commencement of grading operations, the contractor shall identify the site where the deficit earthen material shall be borrowed. A report issued by a geotechnical engineer shall be submitted to verify that the imported materials are suitable for project fill. If the borrow site is within the City of Lincoln, the contractor shall show proof of all approved Grading Plans. Haul routes to be used shall be approved by the City Engineer."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	

Condition	Timing	Responsible Party	Status
69. A note shall be added to the Improvement Plans: "Construction in the project shall take place between the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday, unless written approval is granted by the Community Development Department for private property and the City Engineer for mass grading and public improvements, allowing work for different days or hours." "Radios and other musical equipment noise shall be played at levels consistent with the City of Lincoln standards so as to be contained on-site."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
70. A note shall be added to the Improvement Plans: "All contractors are required to deliver all construction related refuse collected in debris boxes to the Western Placer Waste Management Authority Material Recovery Facility. The City reserves the right to require that a franchise agreement be approved with any refuse handler at any time during the construction process."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
71. A note shall be added to the Improvement Plans: "Seventy-two (72) hour notification must be given to the City of Lincoln prior to disinfection of any water mains. The contractor shall coordinate with the City Construction Inspector to schedule with the Public Services Department at 434-2450 for disinfection and testing."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
72. A note shall be added to the Improvement Plans: "The Applicant shall submit Environmental surveys in compliance with the mitigation measures. The Applicant shall secure Community Development Department (Planning) approval that surveys are adequate and mitigation measures are incorporated into the Plan prior to start of any on-site construction."	Prior to approval of Improvement Plans	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
73. A note shall be added to the Improvement Plans: "The Applicant shall require their contractors to work with the Police Department in the development of security measures during construction to increase security of stored equipment and materials on-site and to minimize demands on police protection services during project construction."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
74. A note shall be added to the Improvement Plans: "All construction contractors shall provide a Spill Prevention and Counter Measure Plan describing measures to insure proper collection and disposal of all pollutants handled or produced on the project site during construction, including sanitary wastes, cement, and petroleum products. The Plan shall be submitted to the City's Fire Department and City Engineer prior to each phase of construction."	Prior to approval of Improvement Plans	Development Engineering and City Engineer	
FINAL MAP			
75. Prior to the approval of each Final Map, the Applicant shall enter into a standard City Subdivision Agreement with the City identifying the public improvements, if any, to be constructed with each phase. The Applicant shall provide security, in one of the standard forms acceptable to the City Attorney and consistent with the Subdivision Map Act guaranteeing construction of the improvements. If any public improvements required by the City pursuant to this subdivision or local ordinance have not been completed and accepted in accordance with conditional approval of the tentative map, the City, as a condition precedent to the approval of the final map, shall require the subdivider to enter into a mutually agreeable terms to complete the improvements in a manner authorized by Government Code Sections 66462(a) and 66499.5.	Prior to Final Map approval	Community Development, City Engineer	

Condition	Timing	Responsible Party	Status
76. Arrangements shall be made by the Applicant during the review of Final Maps by the City for the abandonment of any existing easements and/or right-of-way no longer required as well as arrangements for the dedication of new easements and/or rights-or-way required to carry out project conditions of approval. Separate document easements required by the City shall be prepared by a licensed land surveyor and submitted for review by the City Surveyor, Community Development Department and City Engineer.	Prior to Final Map approval	Community Development and City Engineer	
77. The Landowner shall convey all groundwater rights to the City of Lincoln with the recordation of any Final Maps.	Prior to recordation of Final Map	Community Development and City Engineer	
78. The Owner shall dedicate public utility easements for underground facilities of a size established by City Standards and Specifications and consistent with the City's franchise agreements as part of each Final Map.	Prior to Final Map approval	Community Development and City Engineer	
79. The words "traffic control appurtenances" shall be included on the cover sheet of Final Map in the list of utilities allowed in public utility easements (PUE's) located along public roads.	Prior to Final Map approval	Development Engineering and City Engineer	
80. The Owner shall consent to the City's formation of, or annex into, a Drainage Maintenance Assessment District or Maintenance CFD if deemed necessary by the Community Development Department and City Engineer.	Prior to Final Map approval	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
81. The Owner shall provide a funding mechanism for the annual maintenance and operation of public streets, street lights, parks, landscaping, open space, water quality features, storm drain facilities, detention and retention facilities, and traffic signals (except those facilities maintained by an HOA). This funding mechanism may consist of a Special Tax, Assessment District, or endowment, at the discretion of the City. If the project is within a current finance mechanism such as Benefit Assessment District No. 1, or CFD 2018-1; an expenditure/revenue analysis should be completed if the number of units or amount of public improvements to be maintained have changed since preliminary approval to ensure the project will cover the costs of the annual maintenance and operation of the public improvements. Compliance with this condition shall be to the satisfaction of the City Engineer. Annually the costs will be allocated proportionately against the individual lots in accordance with the benefits received. Annual adjustments shall be applied in accordance with the Consumer Price Index plus 3% as determined by the City to adjust the assessment for inflation as needed to meet any actual increased costs. Annexation into CFD 2018-1 could satisfy this condition.	Prior to Final Map approval	Community Development, Support Services and City Engineer	
82. The Owner shall provide a funding mechanism for the additional demand on public safety and public library, etc. This funding may consist of annexation to CFD 2018-2 or other funding mechanism as is acceptable to the City. A fiscal impact analysis should be completed to ensure the project will cover the costs of the additional services needed. Compliance with this condition shall be to the satisfaction of the Finance Director, Community Development Director. Annually the costs will be allocated proportionately against the individual lots in accordance with the benefits received. Annual adjustments shall be applied in accordance with the Consumer Price Index plus 3% as determined by the City to adjust the assessment for inflation as needed to meet any actual increased costs.	Prior to Final Map approval	Community Development, Support Services and City Engineer	

Condition	Timing	Responsible Party	Status
83. The Applicant will participate in the City's Public Facilities Element (PFE) Fee program current at the time of issuance of each building permit	Issuance of Each Building Permit	Community Development	
84. The project is subject to the Village 1 Specific Plan Infrastructure Master and Finance Plan Area Fee, or the Interim Fee Agreement for the Village 1 Specific Plan Infrastructure Financing Plan, whichever is in affect at the time of first Final Map approval.	Prior to first Small-Lot Final Map approval	Planning & Development Engineering	
85. If required, the Applicant with the assistance of the Fire Department and Community Development Department shall develop a Wildland Fire Management Program. The Plan shall provide for the maintenance of undisturbed vegetation in open space areas located on the project site on an annual basis and be submitted to the City Police/Fire Department for approval prior to the recordation of any Final Small Lot Maps.	Prior to recordation of any Final Map approval	Planning, Fire	
86. The Applicant shall provide to the Community Development Department copies of the Final Maps for each phase after the City Engineer's approval but prior to City Council approval: • Two digital copies of the Final Map in DWG format compatible with the City's mapping and PDF • One plot or print of the submittal	Prior to Final Map approval	Community Development and City Engineer	
87. Prior to recordation of a final map, the Applicant shall file with the Placer County Clerk, a certificate from the Placer County Tax Collector's Office indicating that no liens against the subdivision or any part thereof exist for unpaid State, County, Municipal or local taxes or special assessments collected with taxes, except those not yet due and payable.	Prior to Final Map Recordation	Development Engineering and City Engineer	
88. After recordation of the Final Map, the Applicant shall provide to the City Engineer one copy of the recorded Final Map.	Immediately after recordation of Final Map	Community Development and City Engineer	

Condition	Timing	Responsible Party	Status
89. Dedicate rights of ways and easements for public improvements required to serve the lots shown on the Small Lot Final Map/s and construct those improvements or enter into a subdivision agreement with bonds, pursuant to Lincoln Design Criteria and Procedures Manual, to the satisfaction of the City Engineer.	Concurrent with filing the Small Lot Final Maps with the City Council.	Development Engineering and City Engineer	
90. Dedicate Irrevocable Offer of Dedication for rights of way and dedicate easements for future public improvements required to serve the lots shown on the Final Map/s, to the satisfaction of the City Engineer.	Concurrent with filing the Large Lot Final Map/s with the City Council	Development Engineering, City Engineer	
91. *The Development Agreement shall address the obligation of the Applicant to reimburse for facilities constructed by third parties which benefit the Applicant, if any.	Prior to Recordation of Final Map	Community Development & City Engineer	
92. **On the Final Map the Applicant shall provide separate lots for the stormwater quality ponds, which shall be owned and maintained by the HOA.	Prior to approval of the Final Map	Development Engineering, City Engineer	
93. ** A Home Owners' Association shall be formed which will own and maintain curb, gutter, sidewalk, pavement, street lighting, storm drainage, stormwater quality facilities, landscaping (including along Oak Tree Lane project frontage), fences and, walls . City to maintain landscaping along Open Space. Applicant shall provide CC&Rs for City review and approval by the City prior to approval of the Final Map.	Prior to approval of the Final Map	Community Development & City Engineer	

Condition	Timing	Responsible Party	Status
PRIOR TO CONSTRUCTION			
94. The Applicant shall apply for and obtain an Encroachment Permit from the City Engineer prior to any work conducted within the City right-of-way.	Prior to beginning construction	City Engineer	
95. The Applicant, before performing construction activities within the project area and prior to each phase of development shall submit a construction schedule to the Fire Department to allow coordination of fire protection services during construction.	Prior to any construction activity	City Engineer and Fire Department	
96. The Applicant shall consult/notify with the service provider of Gas, telephone, CATV and Electrical System Design Departments at the earliest available opportunity concerning all applicable Development Plans, site improvements, and construction schedules. The project sponsors shall maintain contact with the service provider so that required facilities and easements will be developed in a coordinated manner.	Prior to construction	City Engineer	
97. An on-site meeting with the Applicant, contractor, superintendent, engineers, and City representatives to review special procedures, limits of work, lines of authority and special conditions or procedures shall take place prior to any significant grading activity. The Applicant shall provide an organization chart displaying lines of authority and phone numbers for each individual shown in a supervisory capacity. The Applicant shall designate in writing before the start of work an authorized representative who will have authority to act on behalf of the project. Said representative should be available on the job site during all construction or accessible by phone. The representative shall also make any necessary arrangements with the City Engineer concerning extended or emergency work periods.	Prior to any construction	City Engineer	
98. All construction haul routes shall be approved by the City Engineer prior to commencement of any construction activity.	Prior to any construction	City Engineer	

Condition	Timing	Responsible Party	Status
99. The Applicant shall coordinate the placement of centralized mail delivery units, if required by the Post Office or provide verification that centralized mail delivery units will not be required by the Post Office. The placement of the units, if required by the Post Office, shall give consideration to concepts of defensible space, such as street lighting and visibility, ADA accessibility, as well as consumer convenience. The centralized mail delivery units shall not be located within any of the water quality LID areas identified on the Subdivision Map and/or Improvement Plans.	Prior to any construction	Community Development	
DURING CONSTRUCTION			
100. Consistent with the recommendations of a soils engineer and as approved by the City Engineer, grading should be scheduled to avoid seasonally high groundwater conditions in swale areas.	During Construction	City Engineer	
101. For Stardust project, the Applicant shall provide a specific geotechnical analysis to determine the suitability of excavated material (if proposed for use) as engineered fill, and trench backfilling, topsoil, or other types of reuse on-site such as landscaping fill in parks. If during construction the Applicant identifies any unique unforeseen soils conditions, the Applicant shall within 24-hours notify its geotechnical consultant to provide an analysis to the City Engineer for approval concerning any remediation action.	During Construction	City Engineer	
102. If during the course of development, it is determined by the Community Development Director that in order to maintain the construction schedule that a contract mitigation monitoring coordinator is needed, the Applicant will fund the full cost of mitigation monitoring related to the project.	During construction	Planning	
103. The Applicant/Contractor shall be responsible for the cleaning of all public streets impacted by Stardust project construction. The manner and frequency of street cleaning shall be determined by the City Engineer based upon field conditions.	During construction	City Engineer	

Condition	Timing	Responsible Party	Status
104. For potable construction water, flows shall not exceed 500 gpm and 500,000 gallons per day subject to approval by the City. All flows shall be metered and monitored by the Applicant. The cost of potable construction water shall be at a rate established by the City. Any use of potable water for construction shall be subject to availability as determined by the City.	During construction	City Engineer	
105. The project shall provide for a system to inform all contractors and subcontractors and other affiliated parties conducting business within the City that a Business License must be obtained from the City. Prior to the preconstruction meeting, the Applicant shall submit to the City of Lincoln a list containing all parties doing business within the City as a result of the project. The City will check the list to ensure that each party has obtained the necessary Business License.	Prior to issuance of Building Permits and during construction	Building	
106. The Applicant may place a temporary sales and/or construction building (trailer) on the project site during project construction, subject to approval of the Community Development Department. The Applicant shall submit information to the Community Development Department regarding the location and services available to the structure as well as elevations of the temporary facility. Use of the facility will be subject to the approval of the Community Development Department.	During construction	Building	
PRIOR TO ACCEPTANCE			
107. The Applicant shall be responsible for repairing street damage caused by construction equipment associated with the Stardust project to the satisfaction of the City Engineer.	Prior to Acceptance of Improvements	City Engineer	
108. The Applicant, through his/her engineer or surveyor, shall set sufficient durable monuments to conform to the standards prescribed in Section 8771 of the Business and Professional Code of California.	Prior to Acceptance of Improvements	City Engineer	

Condition	Timing	Responsible Party	Status
109. The project shall be required to underground all existing public utilities fronting the project site, except that electric transmission lines of 60 KV and higher may be excluded as determined by the City or PG&E. Overhead power lines located along Stardust Lane within the Placer County will be excluded.	Prior to Acceptance of Improvements	City Engineer	
110. The Applicant shall provide the City with "As-Built Plans" in a mylar hard copy and the other on a computer disc in an AutoCAD format compatible with the City's mapping acceptable to the City Engineer.	Prior to Acceptance of Improvements	City Engineer	
111. Existing and proposed public facilities and improvements damaged during the course of construction shall be repaired by the Applicant, at his expense, to the satisfaction of the City Engineer.	Prior to Notice of Completion and Acceptance of Improvements	City Engineer	
112. When improvements to landscape corridors and trails are completed to the satisfaction of the City Engineer and Public Services Department, the improved property shall be conveyed by a grant deed to the City, for on-going maintenance, operation, repair and replacement. The Applicant shall be responsible to pay the direct cost associated with the performance of this work. If dedicated to the City, the Applicant shall be responsible for payment of costs until such time as the City begins collecting funds for this work or the cost of doing this work is incorporated into a financing mechanism to fund the costs of this work.	Prior to the Acceptance of Improvements	City Engineer and Public Services	
113. The contractor shall be responsible for the televising of all sewer collection and conveyance facilities. A 72-hour notification, both written and verbal, shall be given to the City Engineer prior to the televising of the sewer system. If not properly notified the City may elect to require a re-testing of the subject system.	Prior to Notice of Completion	City Engineer	
PRIOR TO BUILDING PERMIT			

Condition	Timing	Responsible Party	Status
114. Finished exterior grades shall be sloped away from foundations to provide removal of surface water runoff away from structures. All building pads shall be provided with drainage away from foundations and to a properly controlled discharge system. No surface runoff should be allowed to flow from the pad over an unprotected slope. Terraced lots should avoid uncontrolled discharge of surface water runoff onto adjoining lots.	Prior to approval of Plot Plans	Building, Development Engineering	
115. Fire hydrants or other acceptable alternative approved by the City, providing service for construction sites shall be operational prior to combustible vertical building construction beginning.	Prior to issuance of Building Permits	Building	
116. All private exterior lighting is to be uniform or complimentary throughout the project. Private exterior lighting to be provided for all access driveways, parking areas and walkways so as to facilitate protection of private property and safe pedestrian movement within the project site. Such lighting shall be accomplished in such a manner as not to illuminate adjacent properties or street which may be objectionable or hazardous. Detailed Construction Plans depicting the location and type of all lighting fixtures to be submitted and approved by the Building, Planning, and Police Department as part of the Construction Plans.	Prior to issuance of Building Permit	Community Development, Police Department	
117. The project shall be subject to the payment of Western Placer Unified School District school fees.	Prior to issuance of Building Permits	Building	
118. The Applicant shall pay all applicable fees at time of issuance of the Building Permit.	Prior to issuance of Building Permits	Building	

Condition	Timing	Responsible Party	Status
119. The project shall be subject to the Placer County Capital Facilities Impact Fee.	Prior to issuance of Building Permits	Building	
120. The Applicant shall comply with the General Plan, Village-1 Plan Area Fees or Interim Fee Agreement, and Development Agreement regarding Park Dedication and Fees.	Prior to approval of the First Final Map	Building	
121. The development of residential dwelling units shall be subject to the review and approval process of Design Review as set forth in the City's Municipal Code.	Prior to the issuance of the Building Permits	Planning	
122. All water meters shall be installed by the Public Services Department as per standards and specifications adopted by the City of Lincoln in June 2004 and as thereafter amended. A fee (applied city-wide) will be required for the cost and installation of each meter and may be adjusted annually based upon costs.	Prior to First Inspection following issuance of Building Permits	Building and Public Services	
PRIOR TO OCCUPANCY			
123. The Applicant shall install all fire protection measures required pursuant to the then applicable City Standards. All residential units shall be fire sprinkled in accordance with the 2022 California Fire Code, or the Fire Code in effect at the time of Building Permit application.	Prior to Final Inspection / Occupancy	Building	

ATTACHMENT 4

Full Improvement Plans for Stardust Unit 1 are on file with the Engineering Department.

IMPROVEMENT PLANS FOR

STARDUST 78

UNIT 1

LINCOLN, CALIFORNIA

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
ARV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BM	BENCH MARK
BVCS	BEGIN VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION
BOW	BACK OF WALK
BOV	BLOW OFF VALVE
℄ ,CL	CENTER LINE
CONST	CONSTRUCT
CR	CURB RETURN
DI	DROP INLET
DIP	DUCTILE IRON PIPE
MH(D)	STORM DRAIN MANHOLE
D/S	DOWNSTREAM
DTL	DETAIL
E	EAST
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EXIST, EX	EXISTING
EV	EMERGENCY VEHICLE
EVCS	END VERTICAL CURVE STATION
EVCE	END VERTICAL CURVE ELEVATION
FES	FLARED END SECTION
FH	FIRE HYDRANT
FTG	FITTING
FL	FLOW LINE
FM	FORCE MAIN
GR	GRATE
GB	GRADE BREAK
HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE
HORZ	HORIZONTIAL
HS	SEWER HOUSE SERVICE
INV	INVERT
INTX	INTERSECTION
JP	JOINT POLE
L	LEFT
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MPT	MULTI-PURPOSE TRAIL
MIN	MINIMUM
N	NORTH
NTS	NOT TO SCALE
P=	PAD
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PL, ℄	PROPERTY LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PUE	PUBLIC UTILITY EASEMENT
PVT	PRIVATE
R	RIGHT
R=	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RW, R/W	RIGHT OF WAY
S	SOUTH, SEWER
SD	STANDARD DETAIL
SHT	SHEET
STA	STATION
STD	STANDARD
SRF	SURFACE
MH(S)	SANITARY SEWER MANHOLE
SW, S/W	SIDEWALK
TBC	TOP BACK OF CURB
TI	TRAFFIC INDEX
TYP	TYPICAL
W	WEST, WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL

LEGEND

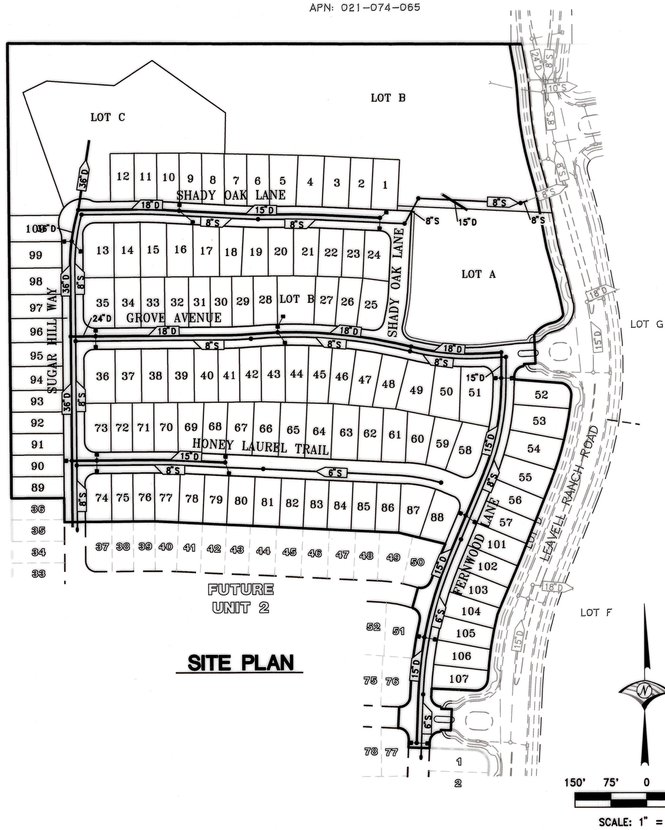
PROPOSED		EXISTING
12"D	STORM DRAIN	12"D
8"S	SEWER LINE	8"S
8"W	WATER LINE	8"W
P=	PAD GRADE ELEVATION	P=
●	MANHOLE	○
■	DRAIN INLET	□
	FLARED END SECTION	
	FLUSHING BRANCH	
	WATER GATE VALVE	
	WATER BUTTERFLY VALVE	
	COMB AVRV	
	BLOW OFF ASSEMBLY	
	FIRE HYDRANT ASSEMBLY	
	STREET LIGHT	
	STREET NAME SIGN	
	STOP SIGN	
	SIDEWALK RAMP	
	CENTERLINE	
S	DIRECTION OF SEWER SERVICE	
G T E JT	GAS, TELEPHONE OR ELECTRIC	G T E JT
31.25	SPOT ELEVATION	131.4
	RIGHT OF WAY	
	BOUNDARY	
	PHASE LINE	
	SLOPE (2:1 MAX)	
100.00	GFL ELEVATION	100.00
.50%	GFL SLOPE AND DIRECTION	.50%
	SWALE FLOW LINE	

MONUMENT WELLS PLACED AT THE INTERSECTION OF STREET CENTERLINES, THE CENTER OF ALL CUL-DE-SACS AND ELBOW POINTS PER CITY STD DTL H-24.

3/4"x18" G.I.P. MONUMENT (BC'S AND EC'S)

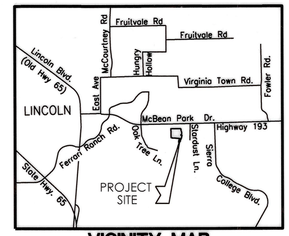
	PROTO II SOUNDWALL
	PROTO II RETAINING WALL
	WOOD RETAINING WALL
x x	CONSTRUCTION FENCE
	CONCRETE SPLIT RAIL FENCE
	OPEN VIEW TUBE STEEL FENCE
	POST AND CABLE

LEAVELL FAMILY
LIVING TRUST
APN: 021-074-065



SCALE: 1" = 150'

SITE PLAN



VICINITY MAP

N.T.S.

SHEET INDEX

SHEET NO.	DWG	TITLE
1	TS-1	TITLE SHEET
2	GN-1	GENERAL NOTES
3	SD-1	GENERAL NOTES, STREET SECTIONS,
4	U-1	DRAINAGE & SANITARY SEWER PLAN
5	PP-1	GROVE AVENUE STA 1+00 TO 11+00 (PRIVATE)
6	PP-2	HONEY LAUREL TRAIL (PRIVATE)
7	PP-3	SUGAR HILL WAY STA 8+29.12 TO STA 17+50 (PRIVATE)
8	PP-4	SHADY OAK LANE STA 17+50 TO STA 21+00 (PRIVATE)
9	PP-5	FERNWOOD LANE STA 9+72.84 TO STA 18+38.36 (PRIVATE)
10	PP-6	SEWER LINE
11	BR-1	BIORETENTION LOT C (PRIVATE)
12	GR-1	GRADING SECTIONS AND LEGEND
13	GR-2	GRADING PLAN
14	GR-3	GRADING PLAN
15	EC-1	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
16	EC-2	EROSION AND SEDIMENT CONTROL PLAN
17	W-1	WATER PLAN
18	W-2	WATER PLAN
19	SL-1	STREET LIGHT PLAN (PRIVATE)
20	ST-1	SIGNAGE & STRIPING PLAN
21	S-1	PROTO II FENCE WALL

GENERAL NOTES:

CONTRACTOR RESPONSIBILITIES: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR 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 CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN CONSULTANT 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 DESIGN CONSULTANT.

UNAUTHORIZED CHANGES & USES: THE DESIGN CONSULTANT PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

RECORD DRAWING NOTE:

ALL INFORMATION SHOWN ON THE PLANS HAS BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF, OR BY THE UNDERSIGNED, AND/OR INFORMATION PROVIDED BY THE PROJECT OWNER, PROJECT CONTRACTORS, AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY THE ENGINEER.

DATE _____ ENGINEER SIGNATURE AND SEAL _____

WATER QUALITY CONSTRUCTION PERMIT NOTE

ALL WORK SHALL BE COMPLETED IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY VERUX, INC ON NOVEMBER 15, 2024 AND THE NOTICE OF INTENT (NOI) WDID NO. 5S31C406885 ISSUED ON APRIL 28, 2025.

WDID #:

5S31C406885

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83, EPOCH DATE 1991.35, AS MEASURED BETWEEN CITY OF LINCOLN GPS CONTROL MONUMENTS "LIN8 A" AND "108", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY #2291, RECORDED IN BOOK 16 OF SURVEYS, AT PAGE 105. SAID BEARING IS TAKEN AS NORTH 78°29'34" WEST. DISTANCES SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.9999219.

ENVIRONMENTAL PERMIT INFORMATION

ALL WORK IS COVERED UNDER AND SHALL BE COMPLETED IN COMPLIANCE WITH THE PLACER COUNTY CONSERVATION PROGRAM (PCCP) PERMIT NUMBER PCP25-00032

CONSTRUCTION HOURS

CONSTRUCTION IS LIMITED TO THE FOLLOWING HOURS: 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY; UNLESS WRITTEN APPROVAL IS GRANTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT ALLOWING WORK FOR DIFFERENT DAYS OR HOURS.

BENCH MARK

CITY OF LINCOLN BENCHMARK "LIN-8A" ELEV. 274.385'(NGVD 29)

"I" BAR 15+/- S. OF S. EP OF STATE HWY 193 200'+/- E. OF INTERSECTION WITH SIERRA COLLEGE BLVD, WITH CALTRANS POST AND PADDLE MARKED "UN 8-A".

MAINTENANCE NOTE

HOA TO MAINTAIN STORM DRAINAGE SYSTEM AND ALL SURFACE IMPROVEMENTS, STREET LIGHTS, CURB & GUTTER, WALKWAYS, PAVEMENTS, AND LANDSCAPING. CITY TO MAINTAIN SEWER AND WATER WITHIN PUE'S.

PROTECTED ROCK NOTE

THIS PROJECT INCLUDES ROCKS THAT ARE TO BE PROTECTED DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH A PROJECT ARCHAEOLOGIST PRIOR TO ANY SITE DISTURBANCE.

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
GAS	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
ELECTRICITY	PACIFIC GAS & ELECTRIC	MARTY GRAGG	(530) 889-3250
CABLE T.V.	WAVE BROADBAND	EVELYN CORTEZ	(916) 315-3211
TELEPHONE	SBC	GREG ELLIS	(530) 888-2048
FIRE	CITY OF LINCOLN FIRE	TOLAN DWORAK	(916) 434-2417
WATER	CITY OF LINCOLN PUBLIC SERVICES		(916) 434-2450
SEWER			
U.S.A.	UNDERGROUND SERVICE ALERT		1-800-227-2600

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT THE GRADES SHOWN ON THESE PLANS AND APPROVED BY THE DEPARTMENT PUBLIC WORKS AGENCY, HAVE BEEN CONSTRUCTED TO WITHIN 1/10TH OF ONE FOOT OF THEIR INDICATED ELEVATION FOR ALL LOT PADS AND IMPROVEMENTS SHOWN.

PROJECT ENGINEER _____ LICENSE # _____ DATE _____

I HEREBY CERTIFY THAT THE PADS FOR THE FOLLOWING LOTS FOR THIS PROJECT HAVE BEEN TESTED FOR COMPACTION IN ACCORDANCE WITH GENERALLY ACCEPTED TEST METHODS AND BASED UPON THE RESULTS OF THESE TESTS THE COMPACTION OF SAID PADS CONFORMS TO THE RECOMMENDATIONS OF THIS PROJECTS GEOTECHNICAL REPORT:
LOTS:

I ALSO STATE THAT OUR FIRM OBSERVED THE GRADING OPERATION TO A SUFFICIENT EXTENT TO EVALUATE CONFORMANCE WITH THE PROJECT'S GEOTECHNICAL REPORT AS APPROVED BY THE CITY, AND FURTHER STATE THAT BASED UPON OUR OBSERVATIONS, THE GRADING FOR THIS SUBDIVISION CONFORMS WITH THE RECOMMENDATIONS OF SAID SOIL REPORT.

GEOTECHNICAL ENGINEER _____ LICENSE # _____ DATE _____

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER JASON REED No. C66631 CIVIL STATE OF CALIFORNIA

JASON REED RCE #66631 — 4-23-2026 DATE

DEVELOPER:

BEAZER HOMES HOLDINGS, LLC
2990 LAVA RIDGE COURT, SUITE 110
ROSEVILLE, CA 95661
ATTN: INNA MILLER

THIS PLAN HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL ENGINEERING REPORT NO. E23232.000 DATED JULY 17, 2023 AS PREPARED BY:

GEOTECHNICAL ENGINEER: **YOUNGDAHL CONSULTING GROUP, INC**
1234 GLENHAVEN COURT
EL DORADO HILLS, CA 95762

GE3088 — 05/20/2026
GEOTECHNICAL ENGINEER — DATE

CITY OF LINCOLN FIRE DEPARTMENT

EXPIRES IF CONSTRUCTION DOES NOT BEGIN WITHIN 12 MONTHS

APPROVED BY: 9D Dworak — 5/26/26
DIVISION CHIEF — DATE

CITY OF LINCOLN ENGINEERING DEPARTMENT

EXPIRES IF CONSTRUCTION DOES NOT BEGIN WITHIN 12 MONTHS

APPROVED BY: _____ — 05/27/26
CITY ENGINEER — DATE

RECORD DRAWINGS APPROVED BY:

_____ — _____
CITY ENGINEER — DATE

NO.	DESCRIPTION	ENGR INIT	BY	DATE

DATE: APRIL 2026
SCALE: H: AS NOTED V:
DRAWN BY: A. NGUYEN
DESIGNED BY: C. SAECHAO
CHECKED BY: J. REED

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St., Bldg. 100-B Tel. 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

STARDUST 78 - 4516006

IMPROVEMENT PLANS FOR
CITY OF LINCOLN
STARDUST 78 - UNIT 1
CALIFORNIA

TITLE SHEET

PROJECT NO. 4516006
DRAWING TS-1
SHT 1 OF 21

J:\4000-4\4516-stardust 78\Stardust 78-Unit 1\Civil\Dwg\C01-TS-SDU1.dwg 4/23/2026 12:55 PM Andrew Nguyen

ATTACHMENT 5

Stardust Unit 1 Subdivision Improvement Agreement

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 Ithurburn, City Clerk

Exempt from Recording Fees – Gov Code 27383

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

Stardust Unit 1 Subdivision Improvement Agreement

The final map has been filed on the _____ day of _____, 20____ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Records of Placer County, file no. _____.

SUBDIVISION IMPROVEMENT AGREEMENT FOR

Stardust Unit 1

This Subdivision Improvement Agreement ("Agreement') is entered into by and between the **City of Lincoln**, a municipal corporation ("City") **Beazer Homes Holdings, LLC, a Delaware limited liability company**, hereinafter referred to as "Builder" and **RLS (Stardust) LLC, a Delaware limited liability company**, hereinafter referred to as "Owner" on _____.

RECITALS

1. Builder has received approval of a tentative subdivision map ("Tentative Map") commonly known as **Stardust** and the conditions and approvals set forth per the Tentative Map and Specific Development Plans, approved by the City on **July 23, 2024** per City Council Resolution Numbers **2024-159**.

Owner is the record title holder of the land that is the subject of the Tentative Map (the "Property") and Builder hold an option and intends to purchase the Property from the Owner, at a future date.

2. Builder has presented to the City a final map (the "Final Map") of a proposed subdivision of land located and within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Map of the subdivision previously approved by the City Council of the City of Lincoln.

3. The proposed subdivision of land is commonly known and described as **Stardust Unit 1** (hereinafter referred to as the "Subdivision"). The Final Map has been filed on the _____ day of _____, 20____ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Records of Placer County, file no. _____.

4. Builder has requested approval of the Final Map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Map (and approvals given in connection therewith), and final grading plan, if any, approved by the City. Builder shall be responsible to complete all of the foregoing improvements. The particular items on the foregoing improvements that are hereinafter referred to as "the

Required Improvements," are listed in Exhibit B, which is attached hereto and incorporated herein by reference.

5. Builder is willing to execute this Agreement as a condition precedent to the recording of the Final Map.

6. The authority for this Agreement is set forth in the Subdivision Map Act (Government Code §§66410 et seq.) and the Subdivision Ordinance of the City of Lincoln ("the Subdivision Ordinance").

WHEREFORE, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

7. Acceptance of Rights of Way. City accepts on behalf of the public all lands, rights of way and easements offered for dedication on the map, in accordance with the conditions hereinafter set forth.

8. Fees. Builder has paid all fees set forth in Exhibit A, attached hereto and hereby incorporated, at the time of execution of this Agreement.

9. Improvements. Builder agrees to furnish, construct, install, and complete all the works of Required Improvements as set forth on Exhibit B, attached hereto and hereby incorporated, in accordance with the requirements of the Map Act, the Subdivision Ordinance, and the Standard Specifications of City in effect at the time of the installation of said Required Improvements. For purposes of this Agreement, the construction and/or installation of the Requirement Improvements shall be referenced herein as the "Work". Such Work shall be completed within Twelve (12) months of the date of the execution of this Agreement.

10. Acceptance of Required Improvements Upon Completion. Upon satisfactory completion of the Required Improvements, in accordance with the Standard Specifications and the conditions of approval of the Tentative Map, City agrees to accept

for maintenance the Required Improvements and any offsite easements granted, subject to the provisions of paragraph 12 hereof.

11. Notice Regarding Construction. Builder shall notify the City Engineer of the commencement of construction of the Required Improvements. Until final acceptance of the Required Improvements by City, Builder shall give good and adequate warning to the public of each and every dangerous condition existing in said Required Improvements, and will take reasonable actions to protect the public from such dangerous conditions. Any notice or communication required hereunder between City and Builder must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Lincoln City Hall 600 6th Street Lincoln, CA 95648 Attn: City Manager
With copies to:	White Brenner, LLP 1608 T Street Sacramento, California 95811 Attn: Douglas L. White, Esq.

12. Warranty. Builder agrees to remedy any defects in the Required Improvements arising from faulty or defective construction of said Required Improvements occurring within Twelve (12) months after the Required Improvements have been accepted by resolution of the City Council during regular session, and the City Clerk files a Notice of Completion with the Placer County Recorder.

13. Indemnity and Hold Harmless. Builder, and any successor other than a purchaser of a completed home, shall defend, indemnify and hold harmless City, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, attorneys' fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or construction of the Required Improvements by the Builder, contractor or any person directly or indirectly employed by, or acting as agent for the Builder, save and except to the extent any of those matters are caused by or arise from the sole and active negligence or misconduct of the City or any of the parties indemnified pursuant to this Section 13. This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the

construction of the Required Improvements, as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Builder from liability under this defense, indemnification and hold harmless provisions. The parties intend that this provision shall be broadly construed to effectuate its purpose.

14. Insurance. Builder shall maintain in full force and effect for the duration of this Agreement the following policies of insurance:

(a) General Liability. Builder shall maintain general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible shall not exceed $50,000.

(b) Automobile Liability. Builder shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Builder 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 $2,000,000 combined single limit for each occurrence, no deductible.

(c) Worker's Compensation. Builder shall maintain worker's compensation coverage as required by the Labor Code of the State of California.

Each general liability and automobile insurance policy shall be with insurers rated "A: VII" or better in the most current edition of Best's Insurance Reports and shall be endorsed with the following specific language:

(i) "The CITY, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to

liability arising out of Work performed by or on behalf of the Builder, including the materials, parts, or equipment furnished in connection with such Work or operations.

(ii) This policy shall be considered primary insurance as respects to the CITY, its elected or appointed officers, employees, agents and volunteers. Any insurance maintained by the CITY may have, shall be considered excess only and shall not contribute with it.

(iii) The insurer waives all rights as subrogation against the CITY, its elected or appointed officers, officials, employees or agents.

(iv) The insurer provided by this policy shall not be suspended, voided, canceled or reduced in coverage or limits except after 30 days written notice has been received by CITY.

(v) Builder shall provide certificate(s) of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

15. Delay. If the construction of the Required Improvements shall be delayed without fault of Builder, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

16. Security. Builder shall furnish to City security to ensure the faithful performance of all duties and obligations of Builder herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, an instrument of credit issued by a banking institution subject to

regulation by the State or federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment or a letter of credit issued by such a banking institution, or a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purpose:

(a) One hundred percent (100%) of the estimated cost of Required Improvements securing faithful performance of this Agreement, which estimated cost is in the amount of **Eight Million, Six Hundred Thousand, Five Hundred Eighty-One and no/100 Dollars ($8,600,581.00)**.

(b) One hundred percent (100%) of the estimated cost of the Required Improvements, as set forth in paragraph (a) immediately preceding, securing payment to the contractor of the Required Improvements, to his subcontractors and to person furnishing labor, materials or equipment to them.

(c) Twenty percent (20%) of the sum specified in subparagraph (a) above to guarantee and warranty the Required Improvements for a period of one (1) year following the completion of acceptance thereof 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 their acceptance.

(d) One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of **Twenty-Seven Thousand, Two Hundred Twenty-Five and no/100 dollars ($27,225.00)**.

17. Irrevocability of Security. The Required Improvements security furnished pursuant to paragraph 16 shall be irrevocable, shall not be limited as to time (except as to

the one-year period specified in paragraph 12) and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or his delegate.

18. Actions. Any action by any party to this Agreement, or concerning the security furnished pursuant to paragraph 16, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The corporate surety, bank, or escrow agent providing the security required by paragraph 16 shall waive, in such security, reliance upon the provisions of any statute, whether state or federal, having to do with the location for commencing and maintaining actions against such corporate surety, bank, or escrow agent.

19. Inspection; Release of Improvement Security.

(a) Builder may, from time to time, request the City Engineer to inspect the Required Improvements as the Work progresses. No Required Improvements shall be finally accepted unless all aspects of the Work have been inspected and determined to have been completed in accordance with the Stardust 78 Unit 1 Improvement Plans and City standards. Builder shall bear all costs of plan check, inspection, certification and all City overhead costs. The City Engineer may, at his option, if he finds the work to be in accordance with the Standard Specifications in effect at the time of the installation of the Required Improvements, accept so much of that work as is completed, and authorize a release **protanto** of the security provided pursuant to paragraph 16(a); provided, however, that in no event shall he authorize the release of more than eighty percent (80%) of the improvement security.

(b) Notwithstanding the authorization for partial releases pursuant to Section 19(a), the City Engineer shall not allow for a partial release of security unless the cost estimate of the remaining Required Improvements does not exceed twenty percent (20%) of the total original security.

20. Release of Remaining Improvement Security; Warranty. At the conclusion of the construction of the Required Improvements, and acceptance by resolution and filing of a Notice of Completion by the City Clerk with the Placer County Recorder, the City Engineer shall authorize the release of the security provided pursuant to paragraph 16 upon the furnishing of the warranty security as required by paragraph 16(c).

21. Release of Labor and Materials Security. Thirty (30) days after a Notice of Completion is filed with respect to the Required Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in paragraph 16(b) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess 100% of the total of the claims made against it.

22. Monuments. Builder agrees to install, on or before twelve (12) months from the date of this Agreement, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefore shall be released.

23. Environmental Warranty.

a. Prior to the acceptance of any dedications or Required Improvements by City, Builder shall certify and warrant that: neither the property to be dedicated nor

Builder (with respect to such property) are in violation of any environmental law and neither the property to be dedicated nor the Builder are subject to any existing, pending investigation, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Builder nor any third party shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Builder has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated, except in compliance with law and/or as described in writing to City. Builder's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated except in compliance with law and/or as described in writing to City. Builder shall give prompt written notice to City at the address set forth herein of:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(iii) Builder's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or

any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

b. As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

24. Failure of Performance. In the event Builder fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall do, or cause to be done, those acts required of Builder, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Builder hereunder. City shall have recourse against Builder for any and all amounts necessary to complete the obligations for Builder in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Required Improvements, shall be a proper charge against the security and/or Builder.

25. Attorney's Fees. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, for the security

therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

26. Agreement Binding on Successors, etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

City of Lincoln

By: _____

Sean Scully, City Manager

BUILDER
Beazer Homes Holdings, LLC, a Delaware limited liability company

By: _____

Lucas C. Wissmann, President
Divisional – Northern California

OWNER
RLS (Stardust) LLC, a Delaware limited liability company

By: _____

Rusty Weathersby, Authorized Signatory

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 November 2, 2026 before me, Inna Miller, Notary Public,
(insert name and title of the officer)

personally appeared Lucas C. Wissmann,
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.

INNA MILLER
Notary Public - California
Placer County
Commission # 2557747
My Comm. Expires Jun 30, 2030

Signature _____ **(Seal)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of November 2026, by Rusty Weathersby, the Authorized Signatory of RLS (STARDUST) LLC, a Delaware limited liability company for and on behalf thereof.

Notary Public

(Seal)

BLAIR WETZEL
Notary Public, State of Arizona
Maricopa County
Commission # 694371
My Commission Expires
April 16, 2030

Exhibit 'A'

FEES (Final Map Subdivision)

STARDUST UNIT 1

	Amount Paid	Date Paid	Paid By
Final Map Checking	$15,000	7/31/25	Beazer Homes

EXHIBIT 'B'

IMPROVEMENT REQUIRED

and

BOND SCHEDULE (Final Map Subdivision)

STARDUST UNIT 1

The IMPROVEMENT are as shown on the Improvement Plans entitled "Stardust 78 Unit 1" signed by the City Engineer, City of Lincoln. Said Plans are on file at:

City of Lincoln
Community Development Department
600 Sixth Street
Lincoln, CA 95648

Faithful Performance (100%)	$8,600,581.00
Labor & Material (100%)	$8,600,581.00
Warranty (20%) (Due prior to notice of completion)	$1,720,117.00
Monument Security (100%)	$27,225.00

EXHIBIT B: ENGINEER'S ESTIMATE

Engineer's Opinion of Probable Cost

Stardust - Unit 1 Improvements

Lincoln, CA

Cost estimate for improvements for the Stardust 78 Unit Improvement Plans (107 lots) dated, April 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
EARTHWORK / GRADING					
1.	Clearing and Grubbing	Complete	LS	$0.00	$0.00
2.	Erosion Control (Const. Entrance, DI Protection, etc.) [1]	1	LS	$50,000.00	$50,000.00
3.	Finished Lot Grading [1]	Complete	EA	$0.00	$0.00
	TOTAL EARTHWORK				**$50,000.00**
STREETWORK					
1.	3" AC over 9.5" AB	128,160	SF	$14.00	$1,794,240.00
2.	3.5" AC over 10" AB	4,190	SF	$15.00	$62,850.00
3.	Striping & Signage [2]	1	LS	$20,000.00	$20,000.00
4.	Attached Concrete Sidewalk	32,567	SF	$9.25	$301,244.75
5.	Detached Concrete Sidewalk	560	SF	$12.00	$6,720.00
6.	Type 1 Curb & Gutter	7,575	LF	$31.00	$234,825.00
7.	Type 2 Curb & Gutter	536	LF	$33.00	$17,688.00
8.	Type 5 Median Curb	200	LF	$74.00	$14,800.00
9.	Handicap Ramps	20	EA	$2,500.00	$50,000.00
10.	Pedestrian Barricade	9	EA	$975.00	$8,775.00
11.	Street Barricade	4	EA	$2,050.00	$8,200.00
	TOTAL STREETWORK				**$2,519,342.75**
SANITARY SEWER					
1.	Sanitary Manhole, 48"	11	EA	$9,300.00	$102,300.00
2.	Sanitary Manhole, 60"	3	EA	$14,600.00	$43,800.00
3.	PVC Sewer Pipe, 6"	835	LF	$105.00	$87,675.00
4.	PVC Sewer Pipe, 8"	3,309	LF	$135.00	$446,715.00
5.	Flushing Branch, 6"	2	EA	$2,000.00	$4,000.00
6.	Connect to Existing Sewer	1	EA	$3,200.00	$3,200.00
7.	Sanitary Sewer Service	110	EA	$2,950.00	$324,500.00
8.	Sewer Backflow Valves	54	EA	$3,800.00	NIC
	TOTAL SANITARY SEWER SYSTEM				**$1,012,190.00**
STORM DRAIN SYSTEM					
1.	Drain Manhole, 48"	13	EA	$7,910.00	$102,830.00
2.	Drain Manhole, 60"	3	EA	$10,900.00	$32,700.00
3.	Drain Inlet, Type B	23	EA	$5,680.00	$130,640.00
4.	Drain Inlet, Type F	2	EA	$4,800.00	$9,600.00
5.	Drain Pipe, 12"	402	LF	$126.00	$50,652.00
6.	Drain Pipe, 15"	1,593	LF	$128.00	$203,904.00
7.	Drain Pipe, 18"	1,063	LF	$140.00	$148,820.00
8.	Drain Pipe, 24"	104	LF	$194.00	$20,176.00
9.	Drain Pipe, 30"	139	LF	$205.00	$28,495.00
10.	Drain Pipe, 36"	675	LF	$215.00	$145,125.00
11.	36" Pipe Discharge with Access Control	1	EA	$25,000.00	$25,000.00
12.	Drain Stub, 15" (to Lot A)	1	EA	$3,200.00	$3,200.00
13.	Swale End Treatment	1	EA	$10,000.00	$10,000.00
	TOTAL STORM DRAIN SYSTEM				**$911,142.00**

DETENTION BASIN					
1.	6" PVC Perforated Pipe	710	LF	$42.00	$29,820.00
2.	12" Drain Rock at Bottom of Basin	24,200	SF	$4.00	$96,800.00
3.	18" Bioretention Soil at Bottom of Basin	1,344	CY	$10.00	$13,440.00
4.	Underdrain Cleanout	6	EA	$445.00	$2,670.00
5.	20' Wide Overflow Weir	1	EA	$25,000.00	$25,000.00
6.	Rock Protection at Outlet	2	EA	$10,000.00	$20,000.00
7.	Basin Access Ramp	800	SF	$20.00	$16,000.00
	TOTAL DETENTION BASIN				**$203,730.00**
WATER DISTRIBUTION SYSTEM					
1.	Fire Hydrant (incl. Tee and Valve)	9	EA	$13,900.00	$125,100.00
2.	Gate Valve, 12"	7	EA	$4,940.00	$34,580.00
3.	Gate Valve, 8"	12	EA	$7,600.00	$91,200.00
4.	12"x8" Reducer	3	EA	$67,000.00	$201,000.00
5.	Water Pipe, 6", PVC	132	LF	$160.00	$21,120.00
6.	Water Pipe, 8", PVC	3,500	LF	$180.00	$630,000.00
7.	Water Pipe, 12", PVC	950	LF	$205.00	$194,750.00
8.	2" Blow Off Valve	3	EA	$4,390.00	$13,170.00
9.	2" Air Release Valve	1	EA	$6,000.00	$6,000.00
10.	1.5" Irrigation Meter with 1.5" Service	1	EA	$15,000.00	$15,000.00
11.	Connect to Existing (Includes Disinfection)	2	EA	$22,900.00	$45,800.00
12.	1" Domestic Water Service	1	EA	$4,460.00	$4,460.00
13.	Residential Water Service	114	EA	$4,460.00	$508,440.00
	TOTAL WATER DISTRIBUTION SYSTEM				**$1,890,620.00**
LANDSCAPE [(2)]					
1.	Post and Cable Fence	1,640	LF	$37.00	$60,680.00
2.	Landscape Median	935	SF	$5.00	NIC
3.	4" Irrigation Sleeve	230	LF	$20.00	NIC
4.	6" Irrigation Sleeve	115	LF	$27.00	$3,105.00
5.	10' Wide Trail (3"AC over 6.5" AB)	13,350	SF	$12.00	$160,200.00
6.	2' Wide DG Trail Shoulder	5,340	SF	$10.00	$53,400.00
	TOTAL LANDSCAPE				**$277,385.00**
MISCELLANEOUS					
1.	Streetlight Service Pedestal	1	EA	$22,000.00	$22,000.00
2.	Light Electrolier	15	EA	$15,000.00	$225,000.00
3.	Retaining Wall (5' max)	3,215	LF	$220.00	$707,300.00
	TOTAL MISCELLANEOUS				**$954,300.00**

UNIT 1 SUBTOTAL	**$7,818,709.75**
25% CONTINGENCY	**$1,954,677.44**
TOTAL	**$9,773,387.19**

Notes

1 Anticipates Mass Grading activities including hydroseeding, completed per Stardust mass Grading Plans.
2 Does not include landscaping costs, inclusive of entry gates, monumentation, etc.
3 Joint Trench costs have not been included.
4 Does not include costs associated with blasting or rock mitigation.
5 Does not include additional costs associated with environmental or cultural resource mitigation.
6 Quantities are based on unapproved plans.
7 Does not include perimeter or individual lot fencing.

Monument Estimate

Stardust - Unit 1 Monuments

Lincoln, CA

Quantities based on Stardust 78 Unit 1 Improvement Plans (105 lots) dated, September 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
MONUMENTS					
1.	Monument Well (installation)	9	EA	$1,500.00	$13,500.00
2.	Survey Support [1]	1	EA	$11,250.00	$11,250.00
			UNIT 1 MONUMENTATION TOTAL		**$24,750.00**

1) Survey support includes office time, setting straddles, punching discs after installation and setting monuments not in wells.

Certified Resolution approving Subdivision Agreement & Final Map

BONDS

Bonds are on file with the Community Development Department.

STAFF REPORT

Item Number 13.D

SUBJECT: Adopt a Resolution (1) Approving Annexation No. 31, Auburn Ravine Estates (Epick 1 & 2) into the City of Lincoln's Community Facilities District No. 2018-1 (City Maintenance Services) and (2) Approving Annexation No. 19, Auburn Ravine Estates (Epick 1 & 2) into the City of Lincoln's Community Facilities District No. 2018-2 (Public Services). (Michael Durkee)

SUBMITTED BY: Jenny Tran

DEPARTMENT: Engineering

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends that City Council adopt two resolutions:

1. Approving Annexation No. 31 (Auburn Ravine Estates (Epick 1 & 2)) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services)
2. Approving Annexation No. 19 (Auburn Ravine Estates (Epick 1 & 2)) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services)

The CFD No. 2018-1 (City Maintenance Services) ("CFD No. 2018-1") special tax will be levied annually to fund the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, and stormwater quality and drainage facilities. The CFD No. 2018-2 (Public Services) ("CFD No. 2018-2") special tax will be levied annually to fund City services such as police and fire protection.

BACKGROUND/INTRODUCTION:

Background on the Auburn Ravine Estates (Epick 1 & 2) Project :

On January 26, 2016, the City Council approved the Auburn Ravine Estates (Epick 1 & 2) project (the "Project") Small Lot Tentative Subdivision Map under Resolution No. 2016-25. The Project is currently in the process of obtaining final map approval and will include the construction of 80 detached single-family residential homes, passive open space, and stormwater swales. The Project is generally located southeast of the intersection of E 9th Street and Theresa Lane.

The Conditions of Approval for the Project require the property owner to mitigate their project's financial impact on the City's park, open space, streetlighting, street, landscape, stormwater facilities, and police and fire protection services. To satisfy these conditions of approval for the Project, the property owner requested the City assist with annexing the Project into CFD No. 2018-1 to mitigate their project's financial impact to the City's park, open space, streetlighting, landscape, and stormwater facilities budgets and CFD No. 2018-2 to mitigate their project's financial impact on City police and fire protection services.

Background on CFD No. 2018-1:

On October 9, 2018, the City Council adopted a Resolution of Formation to form CFD No. 2018-1 and approved Ordinance 979B authorizing the levy of CFD No. 2018-1 special taxes. CFD No. 2018-1 was created to provide a financing mechanism to fund the annual maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, and stormwater quality and drainage facilities. The CFD No. 2018-1 tax is separated into two components, "Citywide Services" and "Localized Services." The improvements to be funded under Citywide Services include costs associated with Community Parks, Regional Parks, Major Roadway Streetlighting and Traffic Signals, Stormwater facilities, Major Roadway Landscaping, and Open Space areas. The improvements to be funded under Localized Services include costs associated with Neighborhood Parks, Neighborhood Landscaping, Local Street Maintenance, Local Streetlighting, and Localized Stormwater Improvements.

CFD No. 2018-1 was formed with the Twelve Bridges Village 11 development as the initial boundaries of the district. The approved CFD No. 2018-1 Boundary Map also includes a future annexation area which is contiguous to the City's sphere of influence. As each project is annexed into CFD No. 2018-1, it will be assigned a tax zone to fund the development's share of Citywide Services and Localized Services. Costs associated with annexations into CFD No. 2018-1 are paid by the developer(s) for each project. CFD No. 2018-1 is currently comprised of the following twenty-three (23) tax zones encompassing thirty-two (32) separate projects:

- Tax Zone 1 – Twelve Bridges Village 11
- Tax Zone 2 – Twelve Bridges Villages 2A, 2B, and 2C
- Tax Zone 3 – Independence
- Tax Zone 4 – Lakeside 6 (Phases 7 & 8)
- Tax Zone 5 – Twelve Bridges Village 1
- Tax Zone 6 – Education Foundation
- Tax Zone 7 – Lincoln Crossing Village 11
- Tax Zone 8 – Twelve Bridges Village 10
- Tax Zone 9 – Cresleigh Grove
- Tax Zone 10 – Twelve Bridges Village 25
- Tax Zone 11 – Meadowlands
- Tax Zone 12 – Turkey Creek Estates
- Tax Zone 13 – Esplanade at Turkey Creek
- Tax Zone 14 – Fullerton Ranch
- Tax Zone 15 – Lincoln Meadows
- Tax Zone 16 – 871 Sterling Parkway, East 10th Street, 1401 Aviation Blvd, 583 F Street, Auburn Ravine Center, Twelve Bridges Arco BP, and Ferrari Pavilion
- Tax Zone 17 – Twelve Bridges Village 4A and 4B
- Tax Zone 18 – Twelve Bridges Village 3A and 3B, Magnolia Village, and Hidden Hills

- Tax Zone 19 – Twelve Bridges Village 27A and 27B
- Tax Zone 20 – Joiner Ranch East
- Tax Zone 21a – Liberty at Lincoln Phase 1
- Tax Zone 21b – Liberty at Lincoln Phase 2
- Tax Zone 22 – Peery Property Phases 1 & 2
- Tax Zone 23 – Stardust 78

Prior to tonight's City Council meeting, the property owner for the Project executed the attached Unanimous Approval Form for annexation to CFD No. 2018-1. This form constitutes unanimous approval and a unanimous vote by the property owner in favor of annexing their property into CFD No. 2018-1 including the subsequent annual levy of special taxes to mitigate the Project's financial impact on the City's parks, open space, street, streetlighting, landscape, and stormwater facilities budgets.

If approved by City Council, the Project will be Annexation No. 31 and will be annexed into Tax Zone No. 24 of CFD No. 2018-1.

Background on CFD No. 2018-2:

On October 9, 2018, the City Council adopted a Resolution of Formation to form CFD No. 2018-2 with the Independence project (Tax Zone 1), via Ordinance 980B. CFD No. 2018-2 authorizes the annual levy of a special tax on parcels located within the CFD No. 2018-2 boundaries to mitigate their financial impact on the City's police and fire protection services budgets.

At the time of CFD No. 2018-2 formation, the following determinations were made:

- The minimum level of service standard is 0.85 police officers and 0.66 fire fighters for every 1,000 City residents.
- The CFD No. 2018-2 special taxes shall only be applied to new residential projects.
- Prior to the annexation of new projects into CFD No. 2018-2, an analysis will be performed to establish the appropriate CFD special tax rates based on the financial impact that different types of residential projects have on the City's police and fire protection services budgets.
- Implementation of the annual maximum tax escalator shall be the lessor of 1) the combined percentage increase, if any, in the City of Lincoln General Fund Operating Budget for police and fire services, or 2) 4%.

Since formation, staff continued analyzing the financial sustainability of CFD No. 2018-2 with a maximum tax escalator of 4% and determined that, except for certain infill projects, the maximum tax escalator of 4% does not completely offset the financial impact to police and fire protection services created by new residential projects in the City. With additional subdivisions being constructed, there will be an increased need for public safety personnel, resulting in a greater increase in expenditures, which exceed the 4% maximum tax escalator. For example, from Fiscal Years 2018-19 to 2019-20, total City public safety expenditures increased 8%. To avoid a reduction of service levels or required increased support from the General Fund, on October 27, 2020, City Council approved an annual maximum tax escalator of Consumer Price Index (CPI) plus 3% for the first annexation to CFD No. 2018-2.

On April 14, 2026, the City Council approved an update to the CFD No. 2018-2 special tax methodology to establish a more uniform maximum special tax levy across tax zones. This

approach is intended to promote equity across development projects while ensuring that special tax rates remain aligned with the City's cost of providing municipal services. The approach is based on an analysis of the financial impact (the "Financial Impact Analysis") future residential projects have on police and fire protections services, which included a review of projected home sales prices, City's share of ad-valorem property taxes, sales tax, and public safety demands. CFD No. 2018-2 is currently comprised of the following twelve (12) tax zones encompassing eighteen (18) separate projects:

- Tax Zone 1 – Independence, Magnolia Village, 583 F Street, and Joiner Ranch East
- Tax Zone 2 – Cresleigh Grove
- Tax Zone 3 – Twelve Bridges Village 25
- Tax Zone 4 – Meadowlands
- Tax Zone 5 – Turkey Creek
- Tax Zone 6 – Esplanade at Turkey Creek
- Tax Zone 7 – Lincoln Meadows
- Tax Zone 8 – Twelve Bridges Village 4A/4B, 3A/3B, and 27A/27B
- Taz Zone 9 – Hidden Hills
- Tax Zone 11 – Peery Property Phase 1
- Tax Zone 12 – Liberty at Lincoln Phase 1
- Tax Zone 13 – Stardust 78 and Peery Property Phase 2

Please note, the Liberty at Lincoln Phase 1 project was originally annexed as Tax Zone 10 and was subsequently de-annexed and annexed again as Tax Zone 12 on July 8, 2025.

Prior to tonight's City Council meeting, the property owner for the Project executed the attached Unanimous Approval Form. The executed Unanimous Approval Form is on file with the City Clerk. This form constitutes unanimous approval and a unanimous vote by the property owner in favor of annexing their property into CFD No. 2018-2 including the subsequent annual levy of special taxes to mitigate the Project's financial impact on the City's police and fire protection services budgets.

If approved by City Council, the Auburn Ravine Estates (Epick 1 & 2) project will be Annexation No. 19 and will be annexed into existing Tax Zone 13 of CFD No. 2018-2.

FINDINGS/ANALYSIS:

The improvements to be funded under the CFD No. 2018-1 Citywide Services include costs associated with Community Parks, Regional Parks, Major Roadway Streetlighting and Traffic Signals, Stormwater facilities, Major Roadway Landscaping, and Open Space areas. The improvements to be funded under the CFD No. 2018-1 Localized Services for the Project consist of the Project's share of anticipated maintenance for Local Streetlighting, Local Street Maintenance, and Localized Stormwater Improvements. The estimated budget (in Fiscal Year 2026-27 dollars) for the Citywide and Localized Services related to the Project, including reserve collection, is as follows:

Citywide Maintenance Services	
Community Parks	$5,325.60

Landscape Maintenance (Arterial Roadways)	$8,052.80
Open Space	$5,975.20
Regional Parks	$6,494.40
Streetlighting (Arterial Roadways)	$779.20
Traffic Signals (Arterial Roadways)	$779.20
	$27,406.40
Localized Maintenance Services	
Stormwater Maintenance	$38,928.95
Street Maintenance	$34,775.15
Streetlighting	$7,438.29
	$81,142.40

Therefore, the proposed CFD No. 2018-1 maximum special tax rates for a developed single-family residential parcel within the Project are summarized below.

- Citywide Services - $342.58/ Single-Family Parcel (in Fiscal Year 2026-27 dollars)
- Localized Services - $1,014.28/ Single-Family Parcel (in Fiscal Year 2026-27 dollars)

For Tax Zone 13 of CFD No. 2018-2, residential projects are further broken down into Single-Family Low Density Residential (LDR), Single-Family Medium Density Residential (MDR), Single-Family High Density Residential (HDR), and Multi-Family Residential (MFR) as defined in the City's General Plan. The Financial Impact Analysis resulted in the following CFD No. 2018-2 maximum special tax rates for the Project to mitigate additional demand on the City's police and fire protection services:

Residential Intensity	**CFD No. 2018-2 Tax Zone 13**
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

The Auburn Ravine Estates (Epick 1 & 2) project consists of 80 detached Single-Family LDR Units and therefore is expected to generate approximately $39,344 (in Fiscal Year 2026-27 dollars) in annual CFD No. 2018-2 special tax revenue.

The Fiscal Year 2026-27 CFD Nos. 2018-1 and 2018-2 maximum annual special tax rates described above will be adjusted each fiscal year based on the annual change (February to February) in the Consumer Price Index plus 3%. Staff will monitor expenditures and CFD funding over time and can tax below the maximum annual special tax rates in any given fiscal year if appropriate.

Staff recommends that City Council take the following action:

1. Adopt a Resolution approving Annexation No. 31 (Auburn Ravine Estates (Epick 1 & 2)) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).
2. Adopt a Resolution approving Annexation No. 19 (Auburn Ravine Estates (Epick 1 & 2)) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services).

ENVIRONMENTAL REVIEW:

This project is exempt from the California Environmental Quality Act (Pub. Resources Code, 21000 et seq., "CEQA") pursuant to CEQA Guidelines section 15301(c), existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities and section 15301(h), maintenance of existing landscaping, native growth, and water supply reservoirs. Since this project will continue to maintain existing facilities, no further environmental analysis is required.

FISCAL IMPACT:

The Project will increase required levels of maintenance associated with the parks, open space, streetlighting, street maintenance, landscape, and stormwater facilities throughout the City as well as increase demand on the City's police and fire protection services. If annexed into CFD No. 2018-1, the Auburn Ravine Estates (Epick 1 & 2) project will provide approximately $108,549 in annual revenue to mitigate additional costs associated with parks, open space, streetlighting, landscape, and stormwater facilities throughout the City. If annexed into CFD No. 2018-2, the Auburn Ravine Estates (Epick 1 & 2) project will provide approximately $39,344 in annual revenue to mitigate additional costs associated with the City's police and fire protection services.

Costs associated with the annexation into CFD No. 2018-1 and CFD No. 2018-2 are paid for by the developer(s). The CFD No. 2018-1 special tax will be levied annually to fund maintenance services and the CFD No. 2018-2 special tax will be levied annually to fund police and fire protection services.

Staff will monitor the maintenance and services costs over time and fund balances (including the reserve balances) to evaluate the fiscal health of the tax zones for each District. If at some point in the future the annual revenue and reserve balances are more than adequate to fund the services associated with CFD No. 2018-1 and CFD No. 2018-2, the City can tax below the maximum rates.

The City will be responsible for the maintenance of public water, sewer, and drainage infrastructure, in addition to the improvements to be maintained by CFD No. 2018-1, Tax Zone 24.

ATTACHMENTS:

Attachment_1_Auburn_Ravine_Estates__Epick_1___2__CFD_No._2018-1_Annexation_Resolution.docx

Attachment 2 CFD2018-1_Tax Zone 24 Amended Boundary Map (Auburn Ravine Estates (Epick 1 & 2))_8.5x11.pdf

Attachment 4 Auburn Ravine Estates (Epick 1 & 2) CFD No. 2018-2 Annexation

Resolution.docx

Attachment 5 CFD2018-2_Tax Zone 13 Amended Boundary Map (Auburn Ravine Estates (Epick 1 & 2))_8.5x11.pdf

Attachment 3 CFD 2018-1 Unanimous Approval - Annexation No. 31 (Auburn Ravine Estates (Epick 1 & 2)).pdf

Attachment 6 CFD 2018-2 Unanimous Approval - Annexation No. 19 (Auburn Ravine Estates).pdf

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING UNANIMOUS APPROVAL OF PROPERTY OWNER TO ANNEX THE AUBURN RAVINE ESTATES (EPICK 1 & 2) PROJECT TO COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA AS ANNEXATION NO. 31 (TAX ZONE NO. 24)

WHEREAS, on August 28, 2018, the City Council (the "City Council") of the City of Lincoln adopted Resolution No. 2018-187 (the "Resolution of Intention"), declaring its intention to establish Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California ("Community Facilities District No. 2018-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act");

WHEREAS, pursuant to the procedures provided in Section 53339 of the Act and the Resolution of Intention, the City Council designated the property described in Exhibit A to the Resolution of Intention as territory proposed for annexation to Community Facilities District No. 2018-1 in the future (the "Annexation Territory"), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2018-1 only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act;

WHEREAS, after a duly noticed public hearing, on October 9, 2018, the City Council adopted Resolution No. 2018-217 establishing Community Facilities District No. 2018-1 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit C attached to the Resolution of Intention to finance some or all of the costs attributable to City-wide and local neighborhood maintenance services and certain incidental expenses, as set forth in Exhibit B to Resolution No. 2018-187, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2018-1;

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-019 to correct certain typographical errors to Resolution No. 2018-217;

WHEREAS, the City has received the executed unanimous approval (the "Unanimous Approval") of the owner of the property described in Exhibit A hereto (the "Property"), which property is located within the Annexation Territory; and

WHEREAS, pursuant to the Unanimous Approval, such property owner has unanimously approved the rate of the special tax and the method of apportionment and manner of collection of that tax as specified in Exhibit B attached hereto and made a part hereof (the "Supplement to the Rate and Method of Apportionment of

Special Tax – Tax Zone No. 24"), which is supplemental to the rate and method of apportionment attached as Exhibit C to the Resolution of Intention.

NOW THEREFORE BE IT RESOLVED:

Section 1: Each of the above recitals is true and correct.

Section 2: The City Council of the City, acting as the legislative body of the District, hereby finds that the Unanimous Approval satisfies the requirements under Section 53339.3 of the Act. The City Council of the City hereby accepts the Unanimous Approval and the Property is hereby annexed to the District. The special tax of the District shall be levied in each fiscal year on the Property in accordance with the Supplemental Rate and Method of Apportionment and Ordinance No. 979B, adopted by the City Council.

Section 3: The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Placer within fifteen days of the date hereof a notice of special tax lien with respect to the Property which Bond Counsel to the City shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 10th day of November 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT 'A'

DESCRIPTION OF PROPERTY TO BE ANNEXED

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor's Parcel Numbers
021-231-045
021-272-066

EXHIBIT 'B'

COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES)
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 24

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) (the "CFD" or "CFD No. 2018-1") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-1 (Tax Zone No. 24), unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-1 (Tax Zone No. 24), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second Residential Unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit. An Accessory Unit shall not be considered a separate Residential Unit for purposes of this RMA and will not be levied a Special Tax.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, Parcel Map or functionally equivalent map or instrument recorded in the Office of the County Recorder. In the absence of such map, the Administrator will make the final "Acre" or "Acreage" determination utilizing available spatial and Geographic Information Systems (GIS) data.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer

the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN(s)"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-1 as set forth in the documents adopted by the Council when CFD No. 2018-1 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**Building Square Footage"** means the square footage shown on a Building Permit issued for a Taxable Parcel for the construction of a building, exclusive of ancillary improvements, such as garages, balconies, etc.

"**CFD" or "CFD No. 2018-1"** means the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Commercial Parcel(s)" means a Parcel designated by the County Assessor as having a commercial land use (e.g., stores, markets, shopping centers, motels, hotels, restaurants, fast food, bars, banks, service stations, auto sales and service centers, private recreational facilities, theaters, lodge halls, churches, private schools, day care centers, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Condominium Parcel(s)" means, for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Residential Condominium. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-1.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued for a Commercial Parcel, Industrial Parcel, Mixed Use Parcel, Multi-Family Parcel, Office/Medical Parcel, or Single-Family Parcel on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure. The term "Final Map" or "Parcel Map" shall not include an Assessor's Parcel Map or subdivision map or portion thereof, that does not create lots that are in their final configuration, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial Parcel(s)" means a Parcel designated by the County Assessor as having an industrial land use (e.g., light and heavy industrial, food processing, storage yards, warehouses, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel(s)" means a Parcel designated by the County Assessor as having multiple land uses such as a residential land use and a commercial land use, a multi-family land use and a commercial land use, etc.

"Multi-Family Parcel(s)" means a Parcel designated by the County Assessor as having a multi-family residential land use (e.g., duplex, tri-plex, four-plex, apartments, mobile homes, timeshares, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Office/Medical Parcel(s)" means a Parcel designated by the County Assessor as having an office, medical or dental land use (e.g., office buildings, office condominiums, hospitals, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property within each respective Tax Zone. Means for Undeveloped Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-1 that is encumbered by an

unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Unit(s)" means an individual building structure for residential use as defined per the County Assessor or for a Multi-Family Residential Parcel, an individual residential unit in a building.

"Single-Family Parcel(s)" means a Parcel designated by the County Assessor as having a single-family residential land use excluding residential condominium parcels. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means the tax levied on Taxable Property within CFD No. 2018-1 to pay the annual Special Tax Requirement for each Special Tax Component.

"Special Tax Component(s)" means one of the following components of the Special Tax: Citywide Tax or Localized Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcel(s)" means all Assessors' Parcels within the boundaries of CFD No. 2018-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-1, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-1 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-1 that constitutes the

Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-1, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2018-1, (ii) determine the Land Use Classification for each Taxable Parcel, (iii) determine whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (iv) determine the Special Tax Requirement for each Special Tax Component.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate and directly assess the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2026-27 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Developed Property within Tax Zone No. 24 are shown in Table 1 below:

Table No. 1 - Developed Property		
Special Tax Component	Taxable Property Category	FY 2026-27 Maximum Tax
Citywide Tax	Single-Family Parcel	$342.58 /parcel
Citywide Tax	Condominium Parcel	$256.94 /parcel
Citywide Tax	Multi-Family Parcel	$241.92 /unit
Citywide Tax	Office/Medical Parcel	$362.06 /1,000 bldg. sq. ft.
Citywide Tax	Commercial Parcel	$241.92 /1,000 bldg. sq. ft.
Citywide Tax	Institutional Parcel	$241.92 /1,000 bldg. sq. ft.
Citywide Tax	Industrial Parcel	$121.77 /1,000 bldg. sq. ft.
Localized Tax	Single-Family Parcel	$1,014.28 /parcel
Localized Tax	Condominium Parcel	$760.71 /parcel
Localized Tax	Multi-Family Parcel	$716.26 /unit
Localized Tax	Office/Medical Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Commercial Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Institutional Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Industrial Parcel	$1,014.28 /1,000 bldg. sq. ft.

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments are on the second and third floors, the Parcel will be taxed the Commercial Parcel Special Tax rate based upon the total commercial building square footage and the Multi-Family Parcel Special Tax rate for the 50 apartments.

2. Undeveloped Property - The Fiscal Year 2026-27 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Undeveloped Property within Tax Zone No. 24 are shown in Table 2 below:

Table No. 2 - Undeveloped Property		
Special Tax Component	Taxable Property Category	FY 2026-27 Maximum Tax
Citywide Tax	Single-Family Parcel	$0.00 /acre
Citywide Tax	Condominum Parcel	$0.00 /acre
Citywide Tax	Multi-Family Parcel	$0.00 /acre
Citywide Tax	Office/Medical Parcel	$0.00 /acre
Citywide Tax	Commercial Parcel	$0.00 /acre
Citywide Tax	Institutional Parcel	$0.00 /acre
Citywide Tax	Industrial Parcel	$0.00 /acre
Localized Tax	Single-Family Parcel	$6,761.07 /acre
Localized Tax	Condominum Parcel	$6,761.07 /acre
Localized Tax	Multi-Family Parcel	$6,761.07 /acre
Localized Tax	Office/Medical Parcel	$6,761.07 /acre
Localized Tax	Commercial Parcel	$6,761.07 /acre
Localized Tax	Institutional Parcel	$6,761.07 /acre
Localized Tax	Industrial Parcel	$6,761.07 /acre

3. Escalation of Maximum Special Tax

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax rates for each Special Tax Component of Developed Property and Undeveloped Property shown in Table No. 1 and Table No. 2 above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for each Tax Zone for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property therein as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2018-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-1.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-1 for the purpose of funding ongoing Authorized Services.

I. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of

Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or

- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or

- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

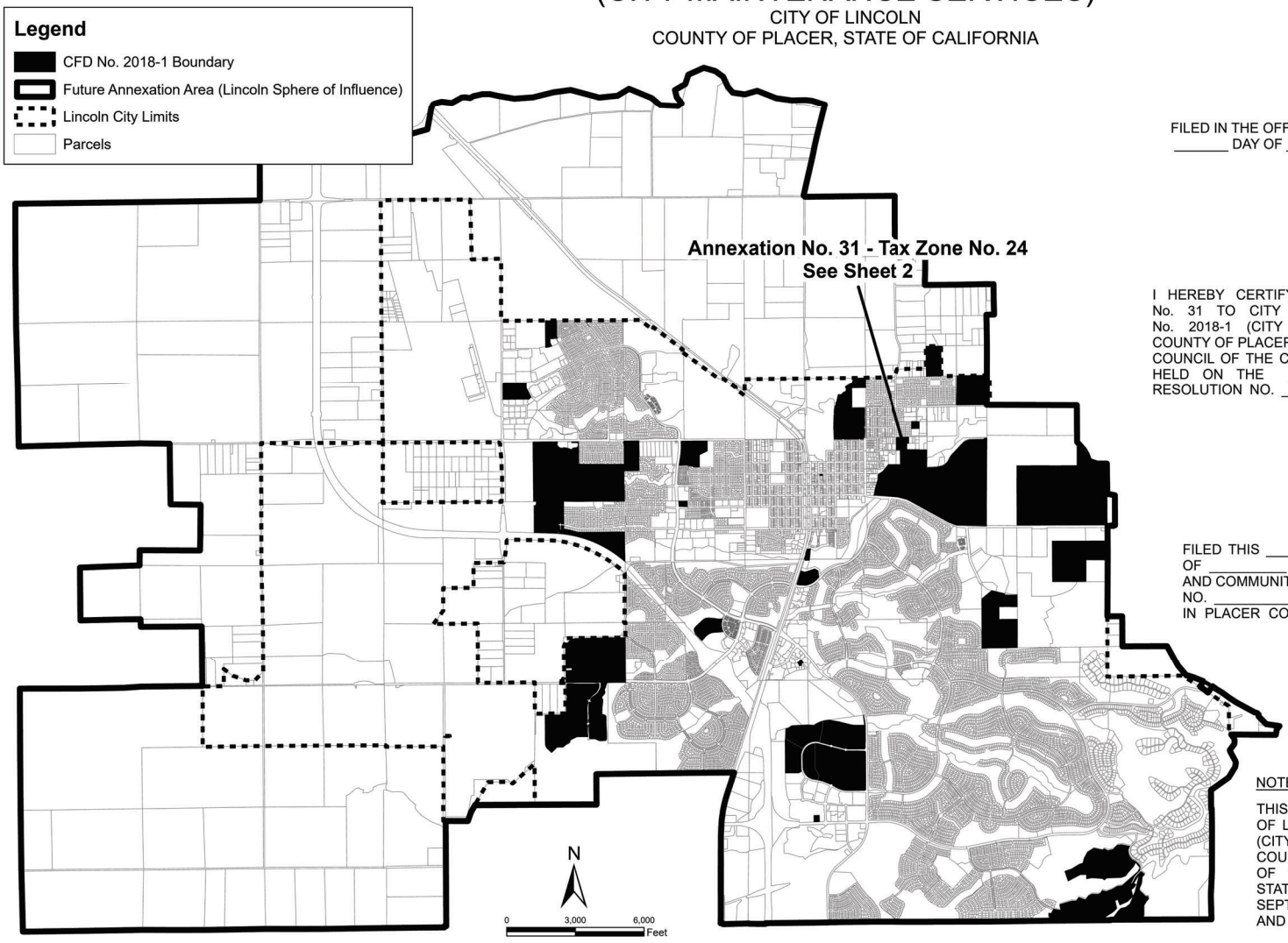
J. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

SHEET 1 OF 2

ANNEXATION MAP No. 31 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1
(CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 31 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION NO. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

NOTE:

THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 78.

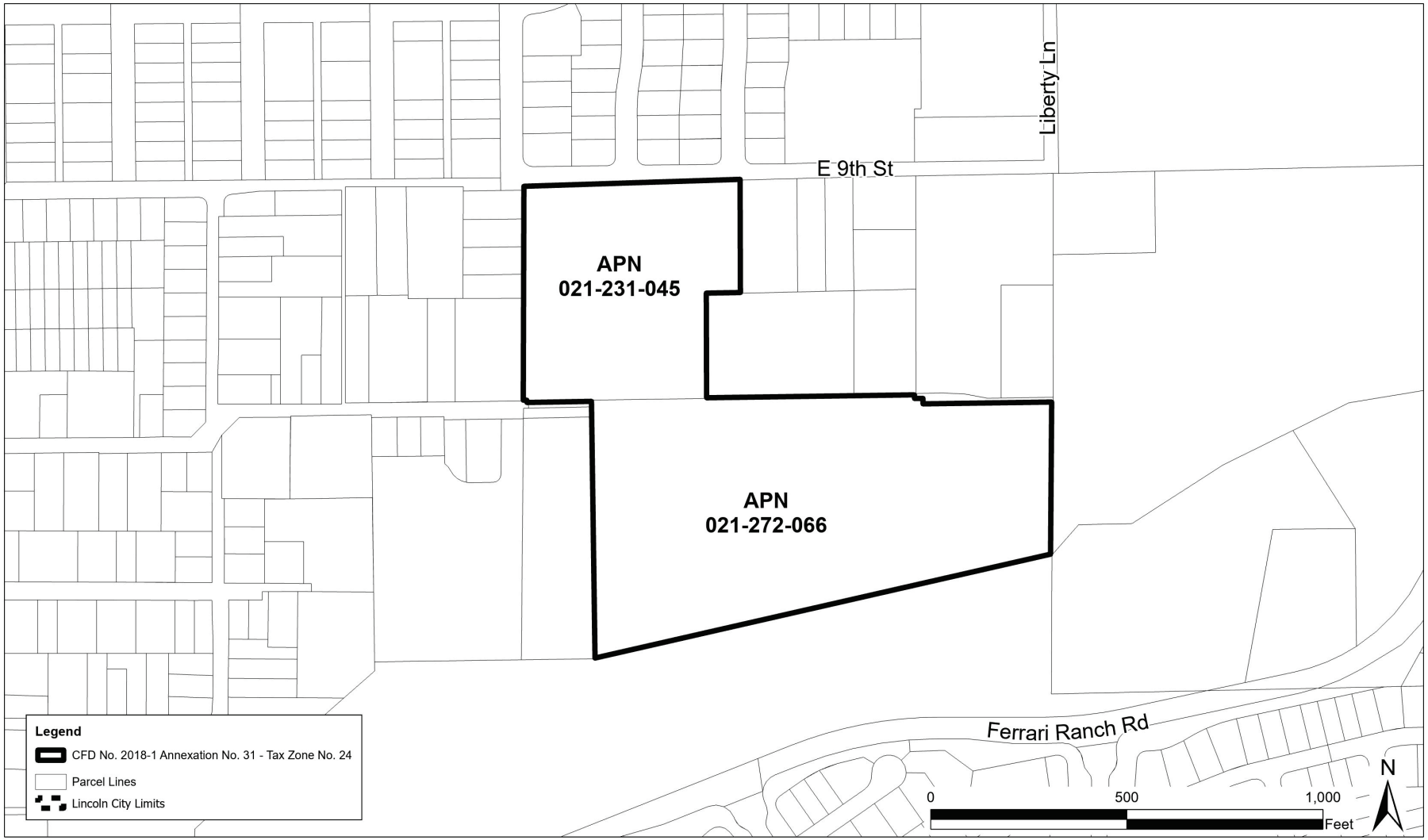
ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

Prepared by Francisco & Associates

ANNEXATION MAP No. 31 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING UNANIMOUS APPROVAL OF PROPERTY OWNER TO ANNEX THE AUBURN RAVINE ESTATES (EPICK 1 & 2) PROJECT TO COMMUNITY FACILITIES DISTRICT NO. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA AS ANNEXATION NO. 19 (TAX ZONE NO. 13)

WHEREAS, on August 28, 2018, the City Council (the "City Council") of the City of Lincoln adopted Resolution No. 2018-188 (the "Resolution of Intention"), declaring its intention to establish Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California ("Community Facilities District No. 2018-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act");

WHEREAS, pursuant to the procedures provided in Section 53339 of the Act and the Resolution of Intention, the City Council designated the property described in Exhibit A to the Resolution of Intention as territory proposed for annexation to Community Facilities District No. 2018-2 in the future (the "Annexation Territory"), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2018-2 only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act;

WHEREAS, after a duly noticed public hearing, on October 9, 2018, the City Council adopted Resolution No. 2018-220 establishing Community Facilities District No. 2018-2 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit C attached to the Resolution of Intention to finance some or all of the costs attributable to police safety services, fire protection and suppression services, maintenance services, and certain incidental expenses, as set forth in Exhibit B to Resolution No. 2018-188, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2018-2;

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-020 to correct certain typographical errors to Resolution No. 2018-220;

WHEREAS, the City has received the executed unanimous approval (the "Unanimous Approval") of the owner of the property described in Exhibit A hereto (the "Property"), which property is located within the Annexation Territory; and

WHEREAS, pursuant to the Unanimous Approval, such property owner has unanimously approved the rate of the special tax and the method of apportionment and manner of collection of that tax as specified in Exhibit B attached hereto and made a part hereof (the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 13"), which is supplemental to the rate and method of apportionment attached as Exhibit C to the Resolution of Intention.

NOW THEREFORE BE IT RESOLVED:

Section 1: Each of the above recitals is true and correct.

Section 2: The City Council of the City, acting as the legislative body of the District, hereby finds that the Unanimous Approval satisfies the requirements under Section 53339.3 of the Act. The City Council of the City hereby accepts the Unanimous Approval and the Property is hereby annexed to the District. The special tax of the District shall be levied in each fiscal year on the Property in accordance with the Supplemental Rate and Method of Apportionment and Ordinance No. 980B, adopted by the City Council.

Section 3: The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Placer within fifteen days of the date hereof a notice of special tax lien with respect to the Property which Bond Counsel to the City shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 10th day of November 2026 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

DESCRIPTION OF PROPERTY TO BE ANNEXED

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor's Parcel Numbers
021-231-045
021-272-066

EXHIBIT B

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 13

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-2 (Public Services) (the "CFD" or "CFD No. 2018-2") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-2 (Tax Zone No. 13), unless exempted by law or by the provisions of Section F herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-2 (Tax Zone No. 13), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a secondary residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a residential unit. An Accessory Unit shall not be considered a separate residential unit for purposes of this RMA and will not be levied a Special Tax.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-2 as set forth in the documents adopted by the Council when CFD No. 2018-2 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2018-2"** means the Community Facilities District No. 2018-2 (Public Services) of the City of Lincoln, Placer County, California.

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-2.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Developed Parcel(s)" or **"Developed Property"** means a Parcel, for which a Building Permit has been issued on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel shall be classified as Developed Property if it has a building structure constructed on the Parcel with an improvement valuation over $100,000 (construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded) as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Gross Acre(s)" means the entire acreage of a residential development/neighborhood which includes the underlying area encompassing the Residential Units, streets, and rights-of-way

"High Density Residential" or **"HDR"** means Residential Parcels that have a Residential Intensity of 13 or more Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Low Density Residential" or **"LDR"** means Residential Parcels that have a Residential Intensity of less than 6 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Medium Density Residential" or **"MDR"** means Residential Parcels that have a Residential Intensity of 6 to 12.99 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Mixed-Use Parcel(s)" means a Parcel having multiple land uses such as a residential land use and a commercial land use, etc. as determined by the Administrator.

"Multi-Family Residential" or **"MFR"** means Residential Parcels consisting of Residential Units that share common walls including, but not limited to duets, duplexes, triplexes, fourplexes, and building structures with 5 or more Residential Units.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means for all Taxable Parcels, the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Taxable Parcels within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Intensity" means number of Residential Units per Gross Acre.

"Residential Parcel(s)" means a Parcel designated by the County Assessor as having a single-family or multi-family residential County Land Use Code.

"Residential Unit(s)" means, for a Residential Parcel, the individual residential unit on such Parcel, or for a multi-family Residential Parcel, an individual residential unit in a building.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax(es)" means the tax levied on Taxable Property within CFD No. 2018-2 to pay the annual Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cover any delinquencies in the payment of the Special Taxes which occurred in the

previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or **"Taxable Parcel(s)"** means all Residential Parcels within the boundaries of CFD No. 2018-2 that are not exempt from the Special Tax pursuant to law or Section F herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-2 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-2, and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Parcel(s)" or **"Undeveloped Property"** means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-2 that are not classified as Developed Parcels.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels within CFD No. 2018-2 (ii) determine whether each Parcel is a Taxable Parcel or exempt from the Special Tax pursuant to law or Section F herein, (iii) classify each Taxable Parcel as a Developed Parcel or Undeveloped Parcel (iv) classify each Developed Parcel as either LDR, MDR, HDR, MFR, or a Mixed Use Parcel and (iv) determine the Special Tax Requirement.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate and directly levy the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

The Fiscal Year 2026-27 Maximum Special Tax for all Taxable Parcels within Tax Zone No. 13 are shown in the table below:

Taxable Property Category	FY 2026-27 Maximum Tax
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

Mixed-Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon the number of Residential Units on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments on the second and third floors, the Parcel will be taxed as Multi-Family Residential.

D. ESCALATION OF MAXIMUM SPECIAL TAX

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax Rates shown in Section C above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

E. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Tax Zone for that Fiscal Year and levy on all Taxable Parcels Proportionately up to 100% of the Maximum Special Tax for each Taxable Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

The Special Tax for CFD No. 2018-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-2.

F. EXEMPTIONS

Special Taxes shall not be levied on Parcels not classified as a Residential Parcel or a Mixed-Use Parcel.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

I. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section E of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-2 for the purpose of funding ongoing Authorized Services.

J. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or
- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

K. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

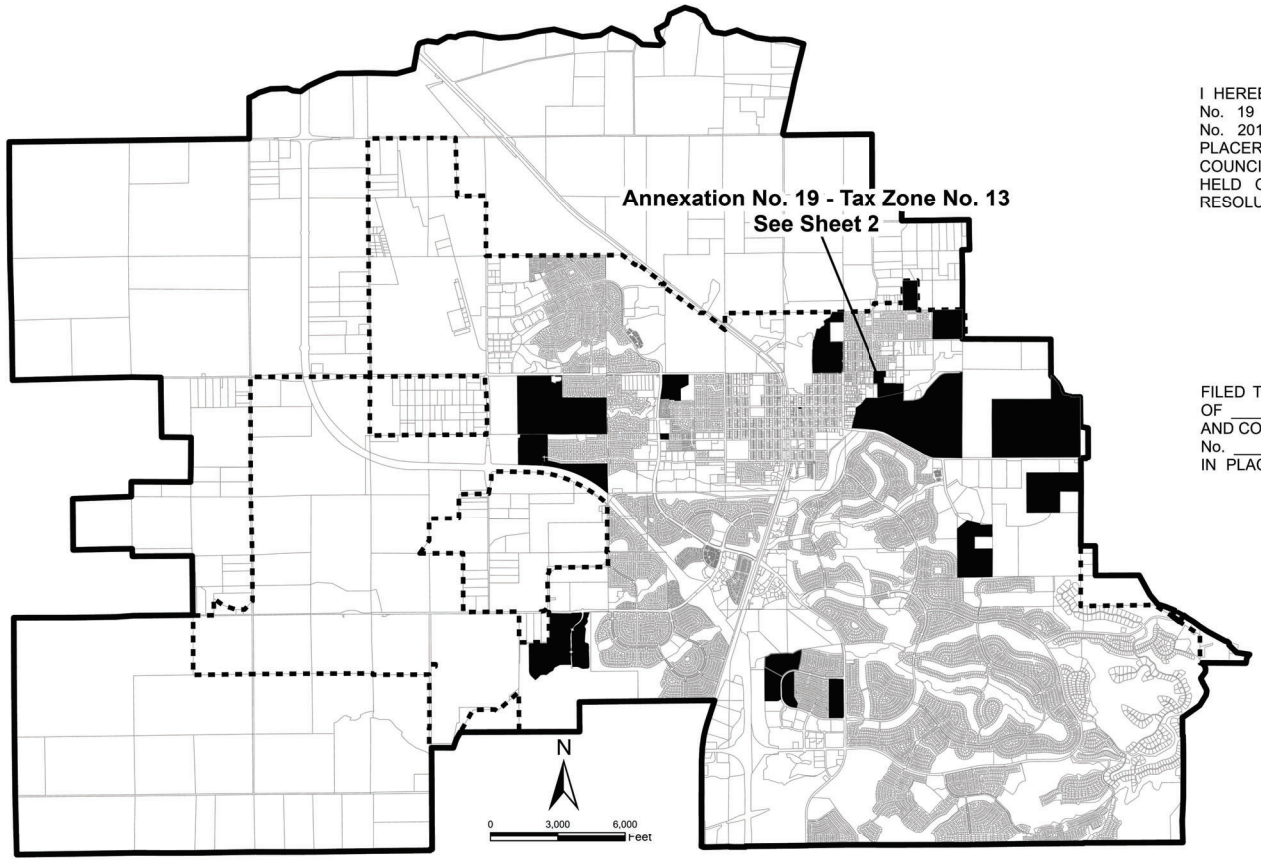
SHEET 1 OF 2

ANNEXATION MAP No. 19 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2
(PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

Legend

- CFD No. 2018-2 Boundary
- Future Annexation Area (Lincoln Sphere of Influence)
- Lincoln City Limits
- Parcels



ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

Prepared by Francisco & Associates

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 19 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION No. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

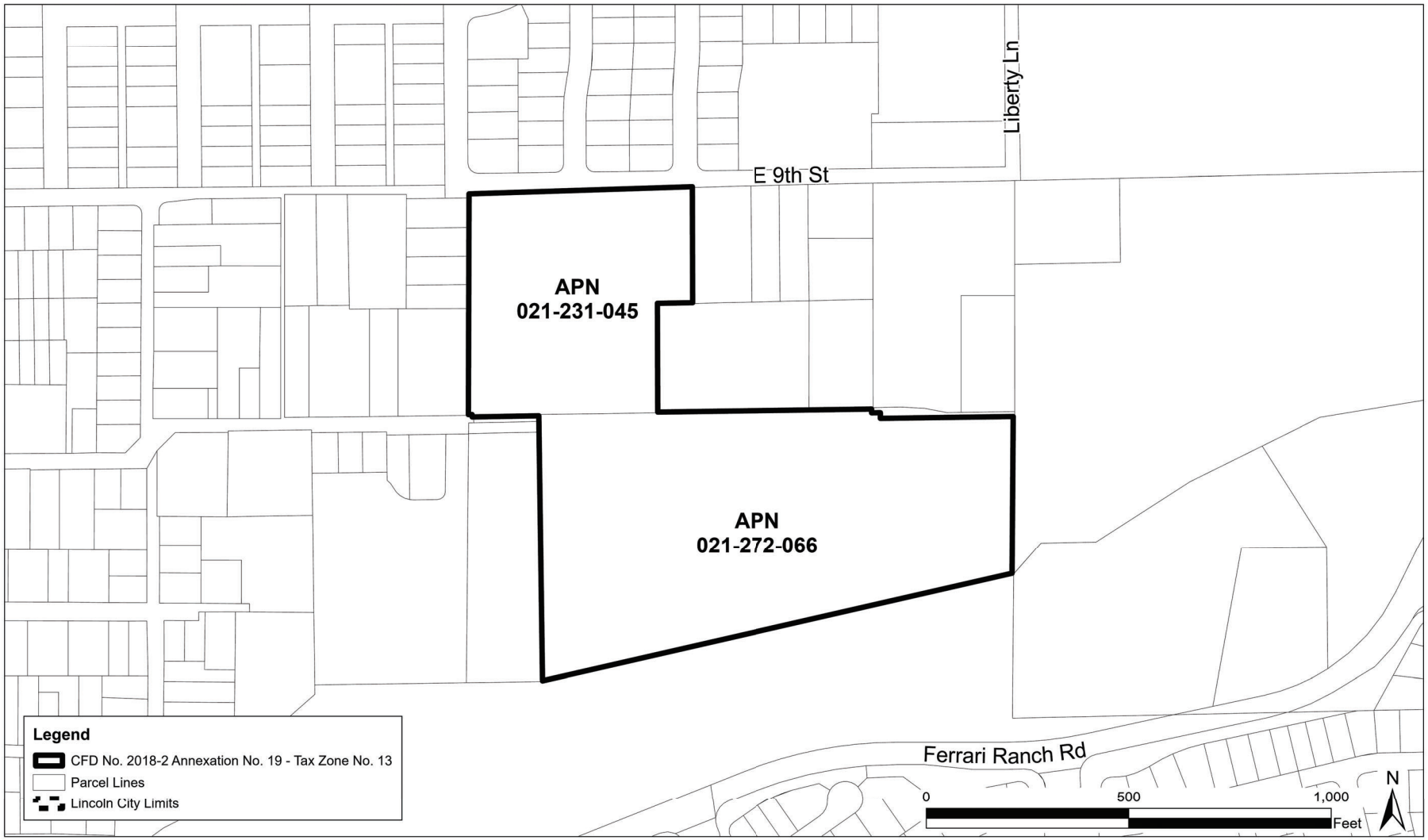
NOTE:

THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 79.

ANNEXATION MAP No. 19 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

UNANIMOUS APPROVAL OF ANNEXATION

Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California

Annexation No. 31 – Tax Zone No. 24

November 10, 2026

Community Facilities District No. 2018-1
(City Maintenance Services), City of Lincoln,
County of Placer, State of California

The City of Lincoln (the "City") has formed Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance some or all of the costs attributable to City-wide and local neighborhood maintenance services (the "Services") and certain incidental expenses (the "Incidental Expenses") as set forth in Resolution No. 2018-187 adopted by the City Council of the City on August 28, 2018 (the "Resolution of Intention") and in Resolution No. 2018-217 adopted by the City Council of the City on October 9, 2018 (as modified by Resolution No. 2019-019 adopted by the City Council on January 22, 2019) (as modified, the "Resolution of Formation").

The undersigned property owner (the "Owner") hereby states and certifies as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee titles to the real property and improvements thereon as described in Exhibit B hereto (collectively, the "Annexation Territory"). The Owner has provided the District sufficient and current evidence of their ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding November 10, 2026.

3. The Owner hereby acknowledges and agrees that the Annexation Territory is included in the territory proposed to be annexed to the District as set forth in the Resolution of Intention and the Resolution of Formation and as described in the boundary map of the District, recorded on September 7, 2018, at Book No. 3 of Maps of Assessment and Community Facilities Districts at Page No. 78, in the office of the County Recorder for the County of Placer, State of California.

4. This Unanimous Approval constitutes the unanimous approval of the Owner in favor of the following within the meaning of Section 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in the Resolution of Intention and the Resolution the Formation.

(b) Special Tax. The levy of special taxes (the "Special Tax") in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the method of apportionment and manner of collection of that tax as specified in Exhibit A attached hereto and made a part hereof (the "Supplemental Rate and Method of Apportionment").

Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified electors in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including, but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 4 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien which shall secure each annual levy of the Special Taxes and which shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation, the preparation of an impartial analysis, arguments or rebuttals concerning elections as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to this Unanimous Approval.

The undersigned hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations which may apply in connection with scheduling, mailing and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution of Formation to allow them to properly complete this Unanimous Approval. The Owner further waives their right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the special tax to finance the costs of the Services for the benefit of the Annexation Territory.

8. The Owner hereby authorizes the District to execute and record in the office of the Recorder of the County of Placer, a notice of special tax lien in accordance with Section 53339.8 of the Act and Streets & Highways Code Section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District.

9. This Unanimous Approval shall be effective upon its execution and delivery.

The foregoing Unanimous Approval is hereby delivered this 27 day of October, 2026 in Lincoln, California.

TPG AG EHC III (LEN) CA 2, L.P., a Delaware limited partnership

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Wendy Stoeckel
Wendy Stoeckel, Authorized Representative

[THIS UNANIMOUS APPROVAL SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

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~~ Arizona)
) ss.
COUNTY OF ~~PLACER~~ Maricopa)

On 10/27/2026 before me, Jaime Marie Adams, Notary Public,

personally appeared Wendy Stoeckel, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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~~ Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES) CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 24

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) (the "CFD" or "CFD No. 2018-1") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-1 (Tax Zone No. 24), unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-1 (Tax Zone No. 24), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second Residential Unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit. An Accessory Unit shall not be considered a separate Residential Unit for purposes of this RMA and will not be levied a Special Tax.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, Parcel Map or functionally equivalent map or instrument recorded in the Office of the County Recorder. In the absence of such map, the Administrator will make the final "Acre" or "Acreage" determination utilizing available spatial and Geographic Information Systems (GIS) data.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN(s)"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-1 as set forth in the documents adopted by the Council when CFD No. 2018-1 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"Building Square Footage" means the square footage shown on a Building Permit issued for a Taxable Parcel for the construction of a building, exclusive of ancillary improvements, such as garages, balconies, etc.

"CFD" or "CFD No. 2018-1" means the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Commercial Parcel(s)" means a Parcel designated by the County Assessor as having a commercial land use (e.g., stores, markets, shopping centers, motels, hotels, restaurants, fast food, bars, banks, service stations, auto sales and service centers, private recreational facilities, theaters, lodge halls, churches, private schools, day care centers, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Condominium Parcel(s)" means, for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Residential Condominium. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-1.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued for a Commercial Parcel, Industrial Parcel, Mixed Use Parcel, Multi-Family Parcel, Office/Medical Parcel, or Single-Family Parcel on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure. The term "Final Map" or "Parcel Map" shall not include an Assessor's Parcel Map or subdivision map or portion thereof, that does not create lots that are in their final configuration, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial Parcel(s)" means a Parcel designated by the County Assessor as having an industrial land use (e.g., light and heavy industrial, food processing, storage yards, warehouses, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel(s)" means a Parcel designated by the County Assessor as having multiple land uses such as a residential land use and a commercial land use, a multi-family land use and a commercial land use, etc.

"Multi-Family Parcel(s)" means a Parcel designated by the County Assessor as having a multi-family residential land use (e.g., duplex, tri-plex, four-plex, apartments, mobile homes, timeshares, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Office/Medical Parcel(s)" means a Parcel designated by the County Assessor as having an office, medical or dental land use (e.g., office buildings, office condominiums, hospitals, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property within each respective Tax Zone. Means for Undeveloped Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Unit(s)" means an individual building structure for residential use as defined per the County Assessor or for a Multi-Family Residential Parcel, an individual residential unit in a building.

"Single-Family Parcel(s)" means a Parcel designated by the County Assessor as having a single-family residential land use excluding residential condominium parcels. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means the tax levied on Taxable Property within CFD No. 2018-1 to pay the annual Special Tax Requirement for each Special Tax Component.

"Special Tax Component(s)" means one of the following components of the Special Tax: Citywide Tax or Localized Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcel(s)" means all Assessors' Parcels within the boundaries of CFD No. 2018-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-1, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-1 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-1 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-1, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2018-1, (ii) determine the Land Use Classification for each Taxable Parcel, (iii) determine whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (iv) determine the Special Tax Requirement for each Special Tax Component.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate and directly assess the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. **Developed Property** - The Fiscal Year 2026-27 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Developed Property within Tax Zone No. 24 are shown in Table 1 below:

Table No. 1 - Developed Property		
Special Tax Component	Taxable Property Category	FY 2026-27 Maximum Tax
Citywide Tax	Single-Family Parcel	$342.58 /parcel
Citywide Tax	Condominium Parcel	$256.94 /parcel
Citywide Tax	Multi-Family Parcel	$241.92 /unit
Citywide Tax	Office/Medical Parcel	$362.06 /1,000 bldg. sq. ft.
Citywide Tax	Commercial Parcel	$241.92 /1,000 bldg. sq. ft.
Citywide Tax	Institutional Parcel	$241.92 /1,000 bldg. sq. ft.
Citywide Tax	Industrial Parcel	$121.77 /1,000 bldg. sq. ft.
Localized Tax	Single-Family Parcel	$1,014.28 /parcel
Localized Tax	Condominium Parcel	$760.71 /parcel
Localized Tax	Multi-Family Parcel	$716.26 /unit
Localized Tax	Office/Medical Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Commercial Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Institutional Parcel	$1,014.28 /1,000 bldg. sq. ft.
Localized Tax	Industrial Parcel	$1,014.28 /1,000 bldg. sq. ft.

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments are on the second and third floors, the Parcel will be taxed the Commercial Parcel Special Tax rate based upon the total commercial building square footage and the Multi-Family Parcel Special Tax rate for the 50 apartments.

2. **Undeveloped Property** - The Fiscal Year 2026-27 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Undeveloped Property within Tax Zone No. 24 are shown in Table 2 below:

Table No. 2 - Undeveloped Property		
Special Tax Component	Taxable Property Category	FY 2026-27 Maximum Tax
Citywide Tax	Single-Family Parcel	$0.00 /acre
Citywide Tax	Condominum Parcel	$0.00 /acre
Citywide Tax	Multi-Family Parcel	$0.00 /acre
Citywide Tax	Office/Medical Parcel	$0.00 /acre
Citywide Tax	Commercial Parcel	$0.00 /acre
Citywide Tax	Institutional Parcel	$0.00 /acre
Citywide Tax	Industrial Parcel	$0.00 /acre
Localized Tax	Single-Family Parcel	$6,761.07 /acre
Localized Tax	Condominum Parcel	$6,761.07 /acre
Localized Tax	Multi-Family Parcel	$6,761.07 /acre
Localized Tax	Office/Medical Parcel	$6,761.07 /acre
Localized Tax	Commercial Parcel	$6,761.07 /acre
Localized Tax	Institutional Parcel	$6,761.07 /acre
Localized Tax	Industrial Parcel	$6,761.07 /acre

3. **Escalation of Maximum Special Tax**

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax rates for each Special Tax Component of Developed Property and Undeveloped Property shown in Table No. 1 and Table No. 2 above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for each Tax Zone for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property therein as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the

Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2018-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-1.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-1 for the purpose of funding ongoing Authorized Services.

I. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or

- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or

- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

J. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

EXHIBIT B

ANNEXATION TERRITORY

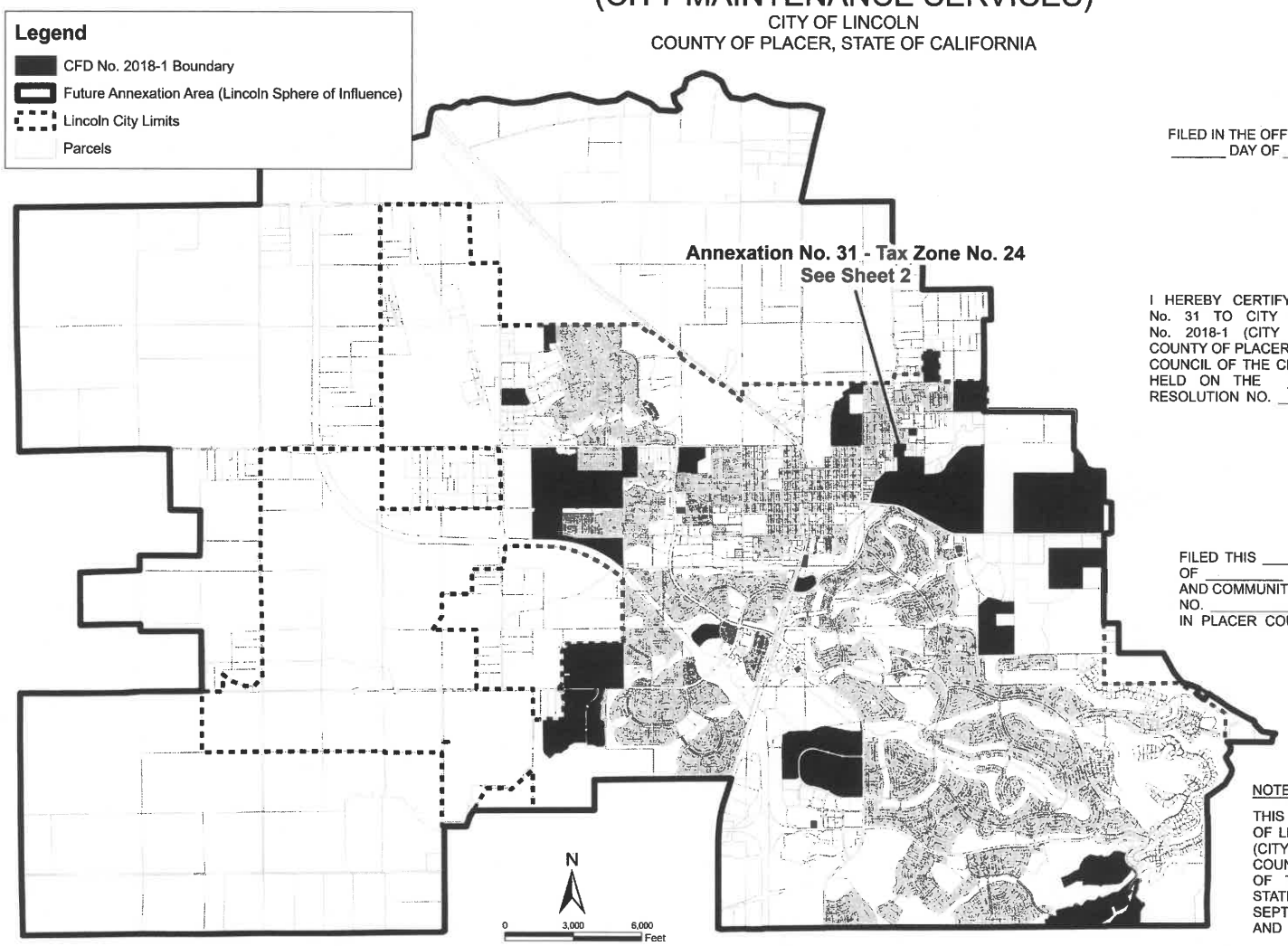
Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor Parcel Number	Record Property Owner
021-231-045	TPG AG EHC III (LEN) CA 2 L P
021-272-066	TPG AG EHC III (LEN) CA 2 L P

SHEET 1 OF 2

ANNEXATION MAP No. 31 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1
(CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 31 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION NO. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

NOTE:

THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 78.

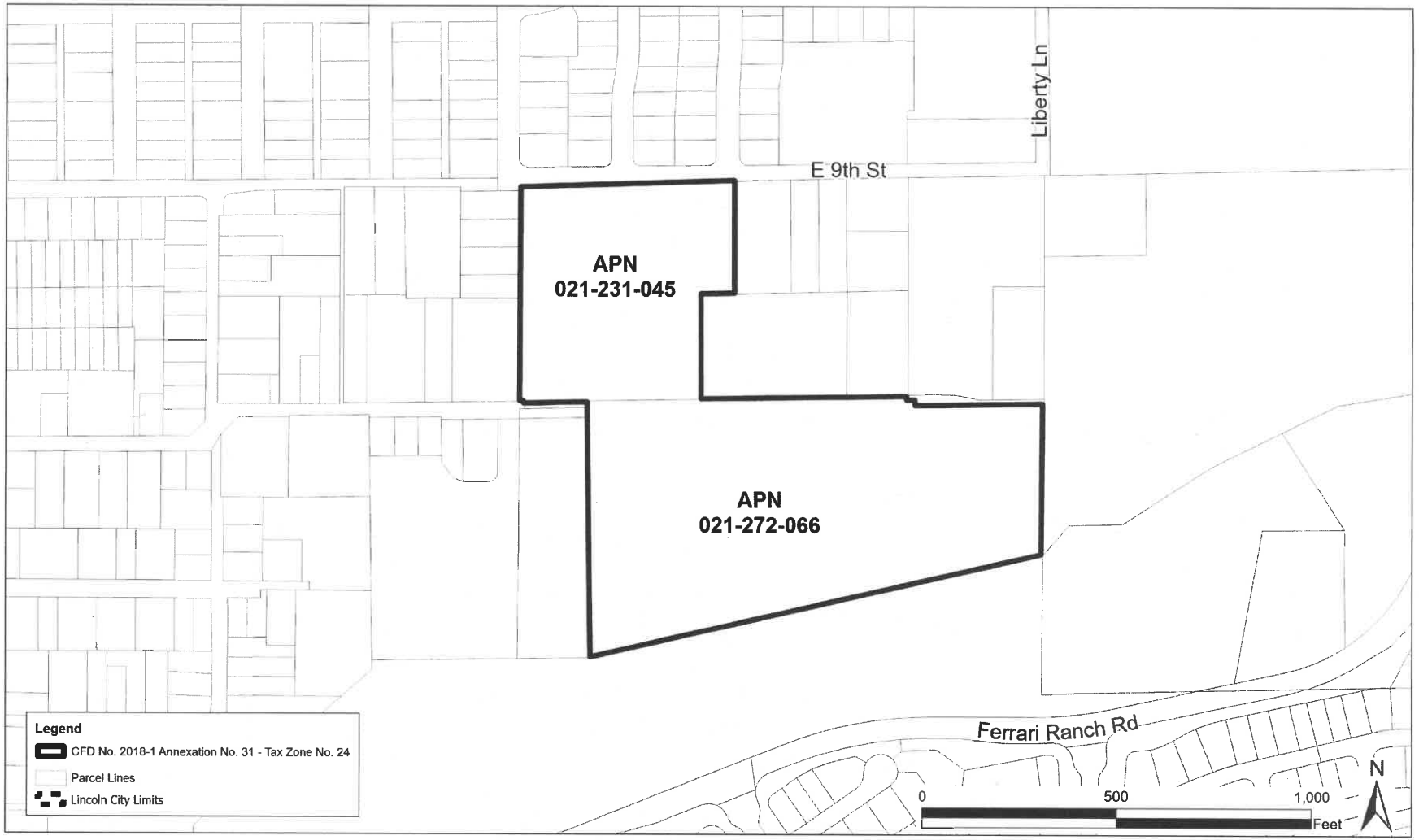
ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

Prepared by Francisco & Associates

ANNEXATION MAP No. 31 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

UNANIMOUS APPROVAL OF ANNEXATION

Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California

Annexation No. 19 – Tax Zone No. 13

November 10, 2026

Community Facilities District No. 2018-2
(Public Services), City of Lincoln,
County of Placer, State of California

The City of Lincoln (the "City") has formed Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance some or all of the costs attributable to police safety services, fire protection and suppression services, maintenance services (the "Services") and certain incidental expenses (the "Incidental Expenses") as set forth in Resolution No. 2018-188 adopted by the City Council of the City on August 28, 2018 (the "Resolution of Intention") and in Resolution No. 2018-220 adopted by the City Council of the City on October 9, 2018 (as modified by Resolution No. 2019-020 adopted by the City Council on January 22, 2019) (as modified, the "Resolution of Formation").

The undersigned property owner (the "Owner") hereby states and certifies as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit B hereto (collectively, the "Annexation Territory"). The Owner has provided the City sufficient and current evidence of their ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding November 10, 2026.

3. The Owner hereby acknowledges and agrees that the Annexation Territory is included in the territory proposed to be annexed to the District as set forth in the Resolution of Intention and the Resolution of Formation and as described in the boundary map of the District, recorded on September 7, 2018, at Book No. 3 of Maps of Assessment and Community Facilities Districts at Page No. 79, in the office of the County Recorder for the County of Placer, State of California.

4. This Unanimous Approval constitutes the unanimous approval of the Owner in favor of the following within the meaning of Section 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in the Resolution of Intention and the Resolution the Formation.

(b) Special Tax. The levy of special taxes (the "Special Tax") in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the method of apportionment and manner of collection of that tax as specified in Exhibit A attached hereto and made a part hereof (the "Supplemental Rate and Method of Apportionment").

Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 4 for purposes of the California Constitution, including, but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 4 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien which shall secure each annual levy of the Special Taxes and which shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation, the preparation of an impartial analysis, arguments or rebuttals concerning elections as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to this Unanimous Approval.

The undersigned hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations which may apply in connection with scheduling, mailing and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution of Formation to allow them to properly complete the Unanimous Approval. The Owner further waives their right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the special tax to finance the costs of the Services for the benefit of the Annexation Territory.

8. The Owner hereby authorizes the City to execute and record in the office of the Recorder of the County of Placer, a notice of special tax lien in accordance with Section 53339.8 of the Act and Streets & Highways Code Section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District.

9. This Unanimous Approval shall be effective upon its execution and delivery.

The foregoing Unanimous Approval is hereby delivered this 26 day of October, 2026 in Lincoln, California.

TPG AG EHC III (LEN) CA 2, L.P., a Delaware limited partnership

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Wendy Stoeckel
Wendy Stoeckel, Authorized Representative

[THIS UNANIMOUS APPROVAL SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

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~~ Arizona)
) ss.
COUNTY OF ~~PLACER~~ Maricopa)

On 10/27/2026 before me, Jaime Marie Adams, Notary Public,

personally appeared Wendy Stoeckel, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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~~ Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Jai Mi Ad

SIGNATURE OF NOTARY PUBLIC

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR TAX ZONE NO. 13

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-2 (Public Services) (the "CFD" or "CFD No. 2018-2") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-2 (Tax Zone No. 13), unless exempted by law or by the provisions of Section F herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-2 (Tax Zone No. 13), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a secondary residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a residential unit. An Accessory Unit shall not be considered a separate residential unit for purposes of this RMA and will not be levied a Special Tax.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-2 as set forth in the documents adopted by the Council when CFD No. 2018-2 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"CFD" or "CFD No. 2018-2" means the Community Facilities District No. 2018-2 (Public Services) of the City of Lincoln, Placer County, California.

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-2.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Developed Parcel(s)" or **"Developed Property"** means a Parcel, for which a Building Permit has been issued on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel shall be classified as Developed Property if it has a building structure constructed on the Parcel with an improvement valuation over $100,000 (construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded) as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Gross Acre(s)" means the entire acreage of a residential development/neighborhood which includes the underlying area encompassing the Residential Units, streets, and rights-of-way

"High Density Residential" or **"HDR"** means Residential Parcels that have a Residential Intensity of 13 or more Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Low Density Residential" or **"LDR"** means Residential Parcels that have a Residential Intensity of less than 6 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Medium Density Residential" or **"MDR"** means Residential Parcels that have a Residential Intensity of 6 to 12.99 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Mixed-Use Parcel(s)" means a Parcel having multiple land uses such as a residential land use and a commercial land use, etc. as determined by the Administrator.

"Multi-Family Residential" or **"MFR"** means Residential Parcels consisting of Residential Units that share common walls including, but not limited to duets, duplexes, triplexes, fourplexes, and building structures with 5 or more Residential Units.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means for all Taxable Parcels, the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Taxable Parcels within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Intensity" means number of Residential Units per Gross Acre.

"Residential Parcel(s)" means a Parcel designated by the County Assessor as having a single-family or multi-family residential County Land Use Code.

"Residential Unit(s)" means, for a Residential Parcel, the individual residential unit on such Parcel, or for a multi-family Residential Parcel, an individual residential unit in a building.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax(es)" means the tax levied on Taxable Property within CFD No. 2018-2 to pay the annual Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cover any delinquencies in the payment of the Special Taxes which occurred in the

previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or **"Taxable Parcel(s)"** means all Residential Parcels within the boundaries of CFD No. 2018-2 that are not exempt from the Special Tax pursuant to law or Section F herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-2 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-2, and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Parcel(s)" or **"Undeveloped Property"** means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-2 that are not classified as Developed Parcels.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels within CFD No. 2018-2 (ii) determine whether each Parcel is a Taxable Parcel or exempt from the Special Tax pursuant to law or Section F herein, (iii) classify each Taxable Parcel as a Developed Parcel or Undeveloped Parcel (iv) classify each Developed Parcel as either LDR, MDR, HDR, MFR, or a Mixed Use Parcel and (iv) determine the Special Tax Requirement.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate and directly levy the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

The Fiscal Year 2026-27 Maximum Special Tax for all Taxable Parcels within Tax Zone No. 13 are shown in the table below:

Taxable Property Category	FY 2026-27 Maximum Tax
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

Mixed-Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon the number of Residential Units on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments on the second and third floors, the Parcel will be taxed as Multi-Family Residential.

D. ESCALATION OF MAXIMUM SPECIAL TAX

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax Rates shown in Section C above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

E. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Tax Zone for that Fiscal Year and levy on all Taxable Parcels Proportionately up to 100% of the Maximum Special Tax for each Taxable Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

The Special Tax for CFD No. 2018-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-2.

F. EXEMPTIONS

Special Taxes shall not be levied on Parcels not classified as a Residential Parcel or a Mixed-Use Parcel.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

I. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section E of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-2 for the purpose of funding ongoing Authorized Services.

J. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or
- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

K. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

EXHIBIT B

ANNEXATION TERRITORY

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

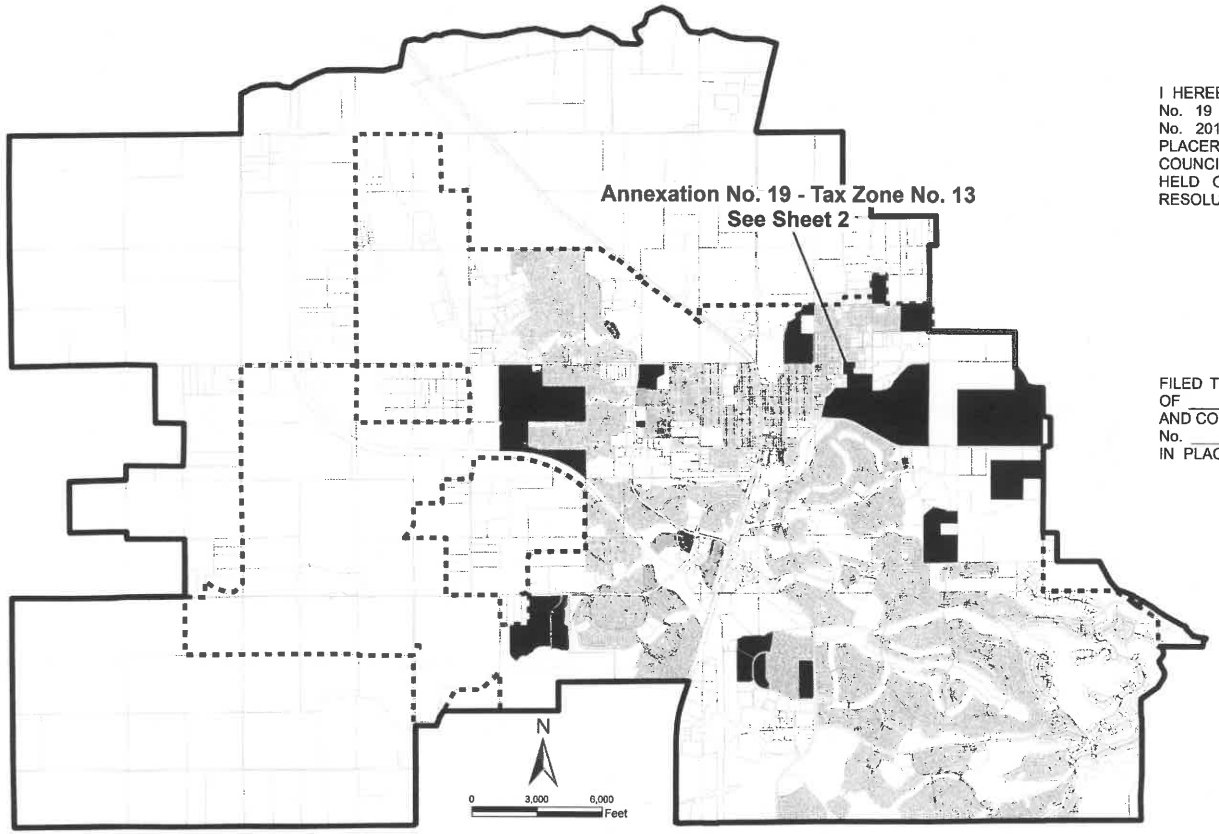
Assessor Parcel Number	Record Property Owner
021-231-045	TPG AG EHC III (LEN) CA 2 L P
021-272-066	TPG AG EHC III (LEN) CA 2 L P

ANNEXATION MAP No. 19 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2
(PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

Legend

- CFD No. 2018-2 Boundary
- Future Annexation Area (Lincoln Sphere of Influence)
- Lincoln City Limits
- Parcels



ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

Prepared by Francisco & Associates

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 19 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION No. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

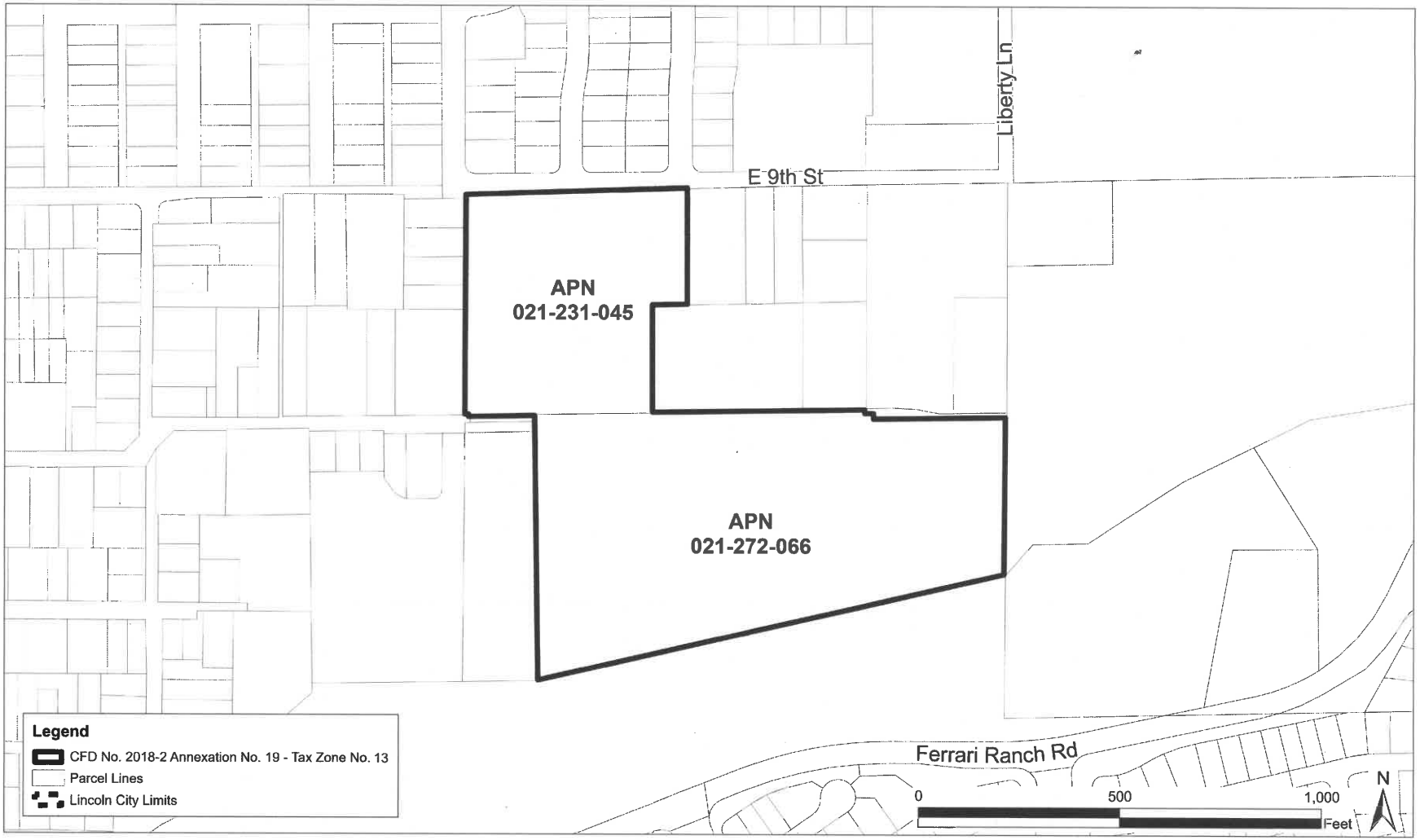
NOTE:

THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 79.

ANNEXATION MAP No. 19 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

STAFF REPORT

Item Number 13.E

SUBJECT: Adopt a Resolution Approving Contract Amendment No. 4 with S. Groner Associates for Continuation of Organic Recycling Education and Outreach. (Angela Frost)

SUBMITTED BY: Angela Frost

DEPARTMENT: Public Works

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing the City Manager to approve a fourth contract amendment with S. Groner Associates (SGA) to increase the total contract amount by an additional $27,000 (not to exceed $166,955) for fulfillment of State grant funding and execution of outreach deliverables.

BACKGROUND/INTRODUCTION:

The City of Lincoln is responsible for implementation of an Organics Recycling Program in accordance with Senate Bill 1383 (SB 1383). In September 2016, SB 1383 was signed into law requiring the reduction of organic waste disposal by 75% and increasing edible food recovery by 20%. It is the most significant waste reduction mandate to be adopted in the State in the last 30 years. The goal of SB 1383 is to divert organic waste from landfills, thereby reducing methane emissions.

In March 2024, the City was awarded $143,552 from the California Department of Resources Recycling and Recovery (CalRecycle) through the SB 1383 Local Assistance Grant Program, commonly referred to as Organic Waste Recovery Cycle 4 (OWR4). Of this total amount, different portions were set aside for personnel (an intern), record keeping, and education and outreach efforts. The grant is intended to provide funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The requirement for compliance with organics recycling is an important step toward reducing waste sent to landfills and encouraging the reuse of organic materials.

In October 2022, the City partnered with SGA to develop a public outreach and education program for our residential customers by developing consistent messaging, graphic designs and formats for improved communication of critical initiatives being implemented by the City.

Under that contract, SGA provided various informational marketing pieces aimed at informing Lincoln residential customers about their solid waste services. These materials have been successful in reaching our key target audience and have been integral in facilitating outreach and education efforts.

Subsequent contract amendments with SGA were executed on June 19, 2024 and March 11, 2025, to first push out the term date and second, to include outreach specifically geared towards commercial organics recycling, while continuing the work plan that has already been completed with the *One & Done* campaign and to ensure that the work produced under this amendment remains consistent with the established brand.

The original timeline for the OWR4 grant was set to expire on November 2, 2026. However, Calrecycle offered an additional year extension to those program participants who could utilize the extended timeframe to finish out deliverables and ensure fulfillment of the grant. Staff applied for the year extension to finalize outreach pieces and utilize more of the allocated grant funding. This proposed fourth amendment with SGA will complete design of outreach and education pieces centered around organic waste enforcement and compliance.

This contract amendment directly supports the city's broader sustainability objectives, contributing to a cleaner environment and helping to meet state and local environmental targets. Commercial organics recycling is a key component of these efforts. By increasing the number of businesses that comply with organics recycling regulations through awareness and enforcement, the city will further its mission of achieving significant reductions in landfill waste and supporting sustainable practices across the local economy.

FISCAL IMPACT:

The City was awarded an Organic Waste Recovery Cycle 4 (OWR4) grant from CalRecycle under the SB1383 Local Assistance Grant Program. The contract amendment will result in an additional increase of $27,000 added to the existing contract with SGA, increasing the total contract value to $166,995. This grant has funded the design, production, and distribution of new public education and outreach program materials, primarily focused on commercial organics recycling and enforcement. In addition to the OWR4 grant, there is designated funding available within the advertising account of the adopted FY 25-27 Solid Waste budget.

The additional increase in contract funds will be allocated as such: $12,000 from OWR4 funds and $15,000 from the Solid Waste Advertising budget for FY 26-27.

ATTACHMENTS:
SGA_RESOLUTION_2026.docx

Attachment 2. SGA Contract Amendment_No.4 (signed).pdf

RESOLUTION NO. 2026-XXX

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A FOURTH AMENDMENT TO THE EXISTING CONTRACT WITH S. GRONER ASSOCIATES TO INCREASE THE TOTAL CONTRACT AMOUNT BY AN ADDITIONAL $27,000 (NOT TO EXCEED $166,955)

WHEREAS, in September 2016, Senate Bill 1383 (SB 1383) was signed into law with additional mandates to reduce organic waste disposal by 75% and increase edible food recovery by 20%; and

WHEREAS, SB 1383 regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated), haulers, solid waste facilities, local food banks, and other food recovery organizations; and

WHEREAS, in October 2022, the City partnered with a professional marketing firm, S. Groner Associates, to assist with marketing by developing consistent messaging, graphic designs and formats for improved communication of critical initiatives being implemented by the City; and

WHEREAS, the proposed amendment will expand the scope of services with SGA to finish out the organics outreach campaign and ensure that the work produced under this amendment remains consistent with the established brand; and

WHEREAS, the City was awarded an SB 1383 Local Assistance Grant for the purpose of providing funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

NOW, THEREFORE, BE IT RESOLVED the City Council adopt a resolution authorizing the City Manager to approve an amendment to the existing contract with S. Groner Associates to increase the total contract amount by an additional $27,000 (not to exceed $166,955).

PASSED AND ADOPTED this 10th day of November, 2026.

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

CONTRACT FOR SERVICES AMENDMENT

AMENDMENT NO. 4

TO

CONTRACT FOR SERVICES (*formerly PSA*)

Dated October 18, 2022

WITH

S. Groner Associates / 490 43rd Street, Unit 214 / Oakland, CA 94609

The Contract for Services dated **October 18, 2022**, with **S. Groner Associates** for **Solid Waste public outreach and education services** (the "Contract"), is hereby amended as follows (the "Amendment"):

1. The term shall **remain the same, expiring on June 30, 2027.**
2. Compensation for services shall be **increased by $27,000. The total contract amount, as amended, shall not exceed $166,955.**
3. Except as specifically stated in this Amendment, the Contract shall remain unchanged and in full force and effect.

The amended scope of work and pricing described in Exhibit A, is attached to this Amendment. Executed this ___ day of 20__ by:

CITY OF LINCOLN,
a municipal corporation

Approved by:

_____
Sean Scully, City Manager

_____
Dated

ATTEST _____
Hope Ithurburn, City Clerk

Dated:_____

CONTRACTOR,

By: _____
Stephen Groner
_____
Print Name
Title: CEO
Email: sgroner@sgamarketing.com
Dated: 10/30/2026

City Accountability:
Department responsible for contract: Public Works
Staff responsible for contract: Angela Frost/ Jackie Dunlap

_____ _____

ATTACHMENTS:

- ☐ CONTRACT FOR SERVICES (*signed by Consultant/Contractor*)
- ☐ Current Insurance Certificate *(applicable to the contract)*
- ☐ Detailed Scope of Work & Specifications, including hourly rates, etc.
- ☐ **Amount** $27,000 & **Account/Fund OWR0004 & 73008030-50220 PO #20270129**
- ☐ Current City Business License (required if working in Lincoln)

City of Lincoln Solid Waste & Recycling

Contract Amendment #4, FY 2026-2027

SGA SCOPE OF WORK

OBJECTIVE: SGA has been hired to continue implementing the Strategic Outreach & Engagement Plan, which educates residential and commercial generators about how the City of Lincoln is complying with SB 1383 (the Short-Lived Climate Pollutants [SLCP] Organic Waste Methane Emissions Reductions bill). This campaign assists the City in complying with State regulations by ensuring its community is aware of and practicing positive recycling behaviors.

BUDGET: Not to exceed **$27,000**

SCOPE OF WORK: SGA will assist the City of Lincoln Solid Waste & Recycling with the following key tasks in FY 2026-2027, beginning on November 11, 2026 and ending on June 30, 2027.

1. **Finalize Annual Program Materials and Enforcement Garbage Can Tags**
    - Annual Program Materials (5):
        - Calendar
        - Magnet
        - Postcard - Service Guide Mailer
        - Digital version of Postcard for website (2)
            - English
            - Spanish
    - Enforcement Garbage Can Tags (2):
        - Can Courtesy Notice
        - Admin Warning
    - Receive and implement feedback
    - Prepare and share final digital, print, and design files
    - Place final English and Spanish versions of the digital postcard on the "Residential" page of the LincolnOrganics.org website

2. **Website Transition and Other Outreach & Creative Pieces**
    - Website Transition: Support the City of Lincoln webmaster as needed during the transition of the LincolnOrganics.org website content onto the main City of Lincoln website (LincolnCA.gov). This can include but is not limited to:
        - Re-sharing all native files for imagery SGA Marketing designed throughout the Strategic Outreach & Engagement Plan into organized folders for ease of future use
        - Meetings with the City's webmaster as needed
        - Supporting historical documentation of the LincolnOrganics.org website before it is sunsetted
    - Other Outreach and Creative Pieces: The exact pieces are to be discussed and determined with the City of Lincoln Solid Waste & Recycling, following contract approval.

Table 1. Budget & Timeline

Project	Task	Start Date	End Date	Project Budget	% of budget
1	**Grant Funds**	**11/11/26**	**2/05/27**	**$12,000**	**44%**
	Project Admin	11/11/26	2/05/27		
	Finalize Annual Program Materials	11/11/26	11/27/26		
	Finalize Enforcement Garbage Can Tags	11/11/26	2/05/27		
2	**Solid Waste Advertising Budget**	**11/11/26**	**6/30/27**	**$15,000**	**56%**
	Project Admin	11/11/26	6/30/27		
	Website Transition	11/11/26	12/31/26		
	Other Outreach & Creative Pieces	11/11/26	6/30/27		
TOTAL		**11/11/26**	**6/30/27**	**$27,000**	**100%**

STAFF REPORT

Item Number 13.F

SUBJECT: Adopt a Resolution (1) Authorizing Budget Augmentation in the Amount of $135,000 to Fund 2480 and (2) Authorizing the City Manager to Execute a Contract for Managed Services with Accela in an Amount Not-to-Exceed $277,173. (Jennifer Brown)

SUBMITTED BY: Jennifer Brown

DEPARTMENT: Information Technology

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution authorizing 1) a budget augmentation in the amount of $135,000 to Fund 2480 and 2) authorizing the City Manager to execute a Contract for Managed Services with Accela for the SaaS Civic Platform (Land Management) for Permitting, Building and Inspection, Development Engineering, Capital Engineering and Planning in an amount not-to-exceed $277,173 which includes a 15 percent contingency for additional hours or licenses to account for possible future growth.

BACKGROUND/INTRODUCTION:

The City currently relies on Accela primarily for Building Division permitting and related building-services workflows. The existing system was not originally implemented as a unified enterprise platform for the full range of Community Development and Engineering operations.

Over time, the implementation has been modified through multiple consultant engagements and incremental configuration efforts. These efforts addressed individual needs as they arose but did not establish a consistent, well-documented foundation for broader City use. As a result, the current environment has become difficult to maintain, enhance, and expand. The City originally implemented the Accela SaaS Civic Platform (Land Management) in 2018 without IT support since there was only consultant IT at that time.

FINDINGS/ANALYSIS:

The City evaluated whether it was 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 reviewed four available permitting and land-management software products and determined that Accela remains the best fit for the City's budget, operational and long-term service needs.

Rather than procure and implement a replacement platform, staff recommends rebuilding the existing Accela implementation in a new environment. This approach preserves the City's investment in Accela, supports migration of current and historical data, reduces the disruption associated with a full system replacement, and allows the City to continue operating in the existing production environment during implementation.

Based on the City's good-faith review of four software products, staff finds that a competitive solicitation for replacement software would provide no competitive advantage. Staff therefore recommends approval of the procurement exception for Accela software, related modules, and implementation services required for the Accela Rebuild and Expansion Project.

FISCAL IMPACT:

The proposed agreement has an amount not to exceed $277,173 for a 2-year engagement of managed services at Accela and was not included in the approved 2025-2027 budget so a budget augmentation in the amount of $135,000 is required for year one of the agreement. Fund 2480 has sufficient resources to cover this budget augmentation. This expense for subsequent years will be included in future IT operating budgets.

Requested Amount

Fund 2480 - Development Services	$135,000

Balance After Augmentation

Fund 2480 – Development Services	$22,118,744

ATTACHMENTS:
DOC1.AccelaImp.Reso.jbrown.rfc.docx

DOC2.AccelaMSQuote.pdf

DOC3..Accela-Managed-Application-Services-Policy-20230905.pdf

DOC4.Accela-Subscription-Services-Agreement.20251010.1-1.pdf

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING A BUDGET AUGMENTATION TO FUND 2480 – DEVELOPMENT SERVICES IN THE AMOUNT OF $135,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR MANAGED SERVICES WITH ACCELA, INC.

WHEREAS, the City currently uses Accela for Building Division permitting and related services; and

WHEREAS, staff evaluated four permitting and land-management software products and determined that Accela remains the best fit for the City's budget, operational needs, and long-term service objectives; and

WHEREAS, rebuilding the Accela platform will allow the City to maintain operations in the existing production environment while the new system is configured, tested, and prepared for transition; and

WHEREAS, the City Council finds that competitively soliciting replacement software would provide no competitive advantage because doing so would result in additional cost, delay, implementation risk, data-conversion effort, and operational disruption; and

WHEREAS, the proposed two-year agreement with Accela, Inc. is in an amount not to exceed $277,173, including a 15 percent contingency for additional hours or licenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln as follows:

1. The City Council authorizes a budget augmentation of $135,000 to Fund 2480 – Development Services for the Accela Rebuild and Expansion Project.

2. The City Council authorizes the City Manager, or designee, to execute a two-year Managed Services Agreement with Accela, Inc. in an amount not to exceed $277,173, including the 15 percent contingency.

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

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

Proposed by: Andrew Wooters
Contact Phone:
Contact Email: awooters@accela.com
Quote ID: Q-41837
Valid Through: 12/31/2026
Currency: USD

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
Managed Application Services-Advanced	Year 1	12/01/2026	11/30/2027	12	$117,000.00	1	$117,000.00
						TOTAL:	$117,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services-Advanced	Year 2	12/01/2027	11/30/2028	12	$124,020.00	1	$124,020.00
						TOTAL:	$124,020.00

Pricing Summary

Period	Net Total
Year 1	$117,000.00
Year 2	$124,020.00
Total	**$241,020.00**

Additional Terms:

1. Notwithstanding anything to the contrary, this Order Form for Accela SaaS is governed by the subscription terms and conditions in the (1) Accela Subscription Services Agreement, dated August 12, 2022, as thereafter amended (the "Agreement"). In the event that this Order Form contains any of the following products: Enhanced Reporting Database (ERD), SecurePay, Novotx, Managed Application Services (MAS), ePermitHub, or OpenCounter, such products shall be subject to the additional product specific terms or policies, located at www.accela.com/terms (“Product Specific Terms”). Additionally, all products containing Artificial Intelligence (AI) components shall additionally be subject to the AI Processing Policy at the same URL location, which is hereby incorporated by reference into the Agreement. In

the event of a conflict between the Agreement and the Product Specific Terms, the Product Specific Terms shall prevail."

2. 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. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

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.

8. Notwithstanding anything to the contrary, the MAS is governed by the Managed Application Services Policy at AccelaTerms.

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

Accela, Inc.
Managed Application Services Policy

Policy Date: February 11, 2025

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1 Introduction & Applicability

This Accela ("Accela") Managed Application Services ("MAS") Policy ("the "Policy") governs the terms under which Accela provides MAS where MAS is also subject to the Subscription Services Agreement ("Agreement") entered into between Accela and the purchaser of such Subscription Services ("Customer"). As between the Policy and the Agreement, notwithstanding anything to the contrary, the Policy takes precedence over the Agreement in regard to MAS. The Policy may be updated from time to time by Accela in its sole discretion. This Policy only applies to Customers that have purchased Accela Managed Application Services.

The Policy describes the terms and conditions for Accela's delivery of the MAS offering for the day-to-day management of your Accela SaaS platform application. Only those services expressly detailed herein are included within the scope of the MAS offering and all other services are excluded including, but not limited to, the specific exclusions included herein for clarity.

The MAS does not replace the Accela Customer Support or Professional Services and all MAS customers will still be required to carry standard or preferred Customer Support services for the monitoring and incident management of their SaaS platform.

2 Services Included in the MAS Offering

This section covers the specific activities that will be included within the MAS offering.

2.1 Basic System Administration Activities

MAS includes both Basic and Advanced administration activities. This section includes those basic administration tasks immediately below and advanced administration tasks are detailed in the following section. All activities that are not expressly included in Sections 2.1, 2.2, 3.1 and 3.2 are deemed out of scope of the MAS offering.

- Ticketing intake/entry from named Customer Contacts
- MAS Ticket monitoring and oversight
- Accela Support team ticket routing and oversight for required support items
- Creation of Accela platform user accounts
- Disabling/deleting of Accela platform user accounts
- Password Changes for Accela platform user accounts
- Adding/modifying Accela platform user permissions and groups (limited to 2 per month)
- Service pack testing support

2.2 Advanced System Administration Activities

The advanced systems administration activities included within the scope of the MAS are as follows.

- Escalation for advanced troubleshooting needs of in-scope items
- Proactive guidance on agency-led testing for major releases
- Optimization Assessment and Road Map (twice annually)
- Periodic Solution Releases (limited to 1 quarterly release, as further set forth in Section
    - Adding new workflows
    - Modifications of existing workflows
    - Business rule automation development and modifications
    - Fee calculation development and modifications

- Urgent configuration issue resolution
- Development and modification of reports
- Advanced scripting and automation of existing configuration
- Enhancements to existing integrations (limited to 1 quarterly release)
- Implementation of new product features (limited to 1 quarterly release)

3. Managed Application Services System Enhancement Requests

This section provides further detail into the scope of services related to periodic system enhancements provided in the MAS offering.

3.1 Supported Frequency of Periodic System Enhancements

The MAS team will support (1) quarterly release for customer enhancements. The following list denotes all activities supported in the quarterly enhancements.

- Configuration changes to add/modify workflows
- Configuration changes to develop/modify/automate business rules
- Configuration changes to develop/modify fee calculations
- Development and modification of reports
- Advanced scripting and automation of existing configuration

3.2 Scope of Services Supported in Periodic System Enhancements

The MAS team will work with the named Customer Contacts on a prioritized list of items to be included in the upcoming quarterly release and what will need to be deferred to a later, subsequent enhancement release cycle.

The scoping and estimating process of what can be included within the quarterly release is the sole discretion of the MAS team and other pertinent Accela staff (as needed). Any urgent requirement that would push the scope of the quarterly enhancements beyond what is deemed feasible by the MAS team will require a separate Professional Services engagement.

3.3 Out of Scope Activities

For the purposes of clarity and without limitation, the activities listed below are always deemed outside of the scope of the MAS. All out of scope services would be subject to additional professional services fees and delivered only upon mutual agreement of the parties.

- Implementation of new record types
- Implementation of new integrations (interfaces)
- On-site support
- Customer's end-user support
- Customer end-user helpdesk ticketing intake or processing
- Creation of any intellectual property

4 Managed Application Services Ticket Management

This section covers the MAS service request ticketing, escalation processes and management.

4.1 Access to the MAS Team

Each customer may designate up to four (4) named employees (the "Customer Contacts") to open, escalate and close out tickets. Only such Customer Contacts will have the ability to open

tickets and interact with the MAS team. In the event required, Customer Contacts will have responsibility to manage any end user interactions and pass such information to the MAS team.

4.1.1 Responsibilities of Customer Contacts

Customer Contacts shall be responsible for the following items.

- Opening all MAS requests via the Accela Success Community online portal, email submission or phone call options
- Handling all helpdesk and direct end-user support activities
- Overseeing your Agency's support case activity, working with the MAS team to help as needed to replicate reported system issues during the troubleshooting process
- Completing the Administrator Training offered as part of Accela's implementation and adoption programs
  Possessing a sufficient working knowledge of the Agency's configured solution enabling them to provide detailed and accurate information to the MAS team in the tickets and, assisting Accela in replication of reported issues and further triaging of issues, as needed

4.2 Creation, Escalation and Closing of MAS Tickets

MAS help tickets can be opened via one of the three following methods detailed below. MAS staff is available to provide services, in English, to Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays ("MAS Service Hours"). Regardless of method of submission, tickets shall be addressed using reasonable commercial efforts during MAS Service Hours.

- **Telephone.** Customer Contacts may submit tickets by calling – **1 (888) 722-2352, extension 5** during the MAS Service Hours.
- **E-mail.** Tickets may be created twenty-four (24) hours per day, seven (7) days per week by sending an email to the dedicated support/MAS email box – mas@accela.com.
- **Community Portal.** Tickets may further be created, tracked and managed twenty-four (24) hours per day, seven (7) days per week via the Accela Success Community Portal, located at http://success.accela.com/s/.
- Specific response, isolation and resolution times will be mandated by the appropriate Service Level Objective that applies to the MAS ticket in question as noted in this document. Both email and portal availability may be subject to system maintenance interruption from time to time and Accela shall make commercially reasonable efforts to inform customers in advance of such maintenance.

Notwithstanding the forgoing, to enable a timely response of Severity 1 and Severity 2 issues customers are required to submit such issues via Telephone and such tickets submitted through other means will not be responded to in accordance with the targeted response times and not subject to the applicable SLAs.

5 Managed Application Services Service Level Objectives

This section covers the service levels associated with the MAS. This section will solely be focused on the service level objectives that cover the Managed Application Service and all other SLAs for Standard and Preferred Support will be covered under those separate documents.

5.1 Prioritization of Tickets

Tickets will be worked in order of priority. Priorities are established by the MAS team on a per-

ticket basis depending on a variety of factors, for example, severity, scope of impact, and Service Level Agreements/Targets (SLAs/SLTs).

5.2 Investigation and Diagnosis of Reported Incidents

The MAS team will investigate and diagnose to determine the cause of the incident. Once the cause has been identified, the MAS team will update the ticket with the pertinent troubleshooting information and then proceed to the resolution phase.

5.3 Resolution/Work-around of Reported Incidents

After the incident cause has been identified, the MAS team will work to resolve the incident. The resolution process includes actions taken by the MAS team to restore functionality or implement a workaround. The MAS team may incorporate work-around solutions to restore substantial or partial functionality depending upon the complexity of the required resolution. In this case, the incident will remain open until resolved or closed by request of the customer.
If the identified solution to a reported incident requires a substantive change to the customer's environment and a workaround has been provided the Accela reserves the right to downgrade the severity of the ticket once that resolution has been identified and communicated to the Customer Contacts until the resolution can be implemented (i.e., a given resolution that requires quarterly service packs, product release upgrades, etc.)

5.4 Upgrading/Downgrading Severity Levels

If, during the process of working a customer MAS ticket, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the customer's environment, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact at Accela's reasonable discretion. If the current priority of your MAS ticket requires a change in severity level you will be notified of this change by the MAS team in the form of an update to the ticket.

Service Level Targets – Initial Ticket Response Time and Resolution/Workaround

Priority Level	Initial Response Time Target	Resolution/Work Around Target	Business Impact Implications
Severity 1 (Critical)	1 Hour*	1 Business Day**	Is having a high impact on the affected Application or Service with no acceptable bypass or workaround as defined by the key users.
Severity 2 (High)	4 Hours*	2 Business Days**	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users –or- A Critical Function single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her critical work activity.
Severity 3	8 Hours*	10 Business	A single user is unable to use a system/service or a

(Medium)		Days**	component of a system/service that is necessary for him/her to perform his/her primary work activities -or- A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.
Severity 4 (Low)	24 Hours*	Scheduled for Periodic Quarterly Releases**	Report of event not impacting work efficiency of a single user –or- Any Standard Service Request

** Response times are MAS Service Hours. Severity Level 1 and 2 cases must be submitted via telephone. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.*
*** Issue Isolation and Remediation time objectives are 14x5, on standard working days.*

6 Managed Application Services Change Management Procedures

This section covers how the MAS team will work with the named Customer Contacts to ensure that all support and enhancement activities align with the Accela change control process for all configuration, updates, and fixes.

6.1 Scope of MAS Team Change Control Process

The MAS team will work with the named Customer Contacts to relay all pertinent information related to the Accela change control process and the timing of any pertinent yearly updates and service pack releases. It will be the sole responsibility of the Customer Contacts to take the information supplied by the MAS team to update other customer staff or change control processes as required to adhere to stated customer policies for change control and configuration management.

The MAS team will not be responsible for directly interacting with customer's change control or configuration management processes and a customer contact will be required to facilitate any internal change control processes and related messaging.

6.2 MAS Team and Accela Config and Release Management Control

Once customer onboarding is completed the MAS team will take over the management of any Accela platform related changes and configuration updates. Any changes proposed by the customer will be required to be approved by the MAS team so that they can ensure any pertinent configuration changes and updates will adhere to the Accela change control and configuration management process and best practices.

Any changes to the customer's Accela Platform environment that are not vetted by the MAS team and have an adverse effect on the customer's Civic Applications or overall operating environment are outside the scope of the MAS.

7 Managed Application Services Continual Service Improvement (CSI) Process

This section covers the scope of services related to the MAS team's Continual Service Improvement process. This CSI process is intended to create standardized communication and review cadences to

ensure the MAS team is both receiving and providing feedback for service and platform improvement.

In order to facilitate continual improvement of the customers systems and operations, Accela will perform the following:

- Bi-Annual Platform Assessments and Recommendations
- Monthly Service Reviews

7.1 Supported Frequency and Scope of Bi-Annual Platform Assessments

As a part of the scope of included services for the MAS the MAS team will support two (2) annual platform assessment and recommendation sessions. These assessment and review sessions will focus on the following core components:

- Adoption of Accela best practice standards
- Automation that will minimize work required by the customer
- Utilization of new features to provide a better user experience

7.2 Review and execution of the Assessment and Roadmap Findings

Upon completion of the (2) annual assessment and roadmaps the MAS team will schedule a time to review the findings with the Customer Contacts. Upon completion of each review the MAS team will work with the named Customer Contacts to decide what, if any, of the findings contained in the bi-annual assessment should be implemented.

Assessment items selected will be added to that rolling list of improvements and will be addressed during the next subsequent quarterly release. Any items deemed not in scope may be addressed with a Professional Services engagement.

7.3 Standard MAS Service Review and Tuning Cadences

The Accela MAS Team will schedule bi-weekly standing meetings with the named Customer Contacts. This bi-weekly cadence will be used to address any items of concern that may need to be adjusted over time to ensure the best customer experience for the Accela MAS customers. The following list includes the supported agenda items for these review and tuning cadences:

- Review of currently opened MAS support tickets and pertinent progress
- Review of current priority for tickets for any upgrade/downgrade of severity levels required
- Review and update System Enhancement list
- Review required changes to the communication structure moving forward between the MAS team and the named Customer Contacts, such as:
    - Setting appropriate severity levels for tickets;
    - Review of pertinent engagement methods for specific severity levels (always call for sev1/sev2, for instance)

8 General Managed Application Services Assumptions

This section notes any other peripheral assumptions that should be noted as a part of the MAS offering

8.1 Customer Cooperation

Accela must be able to reproduce errors to resolve them. Agency agrees to reasonably cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Accela may access Agency contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

8.2 Third Party Product Support

Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

8.3 Named MAS Team Account Lead

Accela will provide a named team representative for any MAS customers. The named MAS team member will act as a lead for the account, have knowledge of the customers system, provide oversite for any support cases created with Accela, and will actively participate in any assessment and review cadences.

8.4 Peripheral Online Support Material

Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customers certain archived software updates and other technical information in Accela's online support databases for their reference.

8.5 MAS General Service Exclusions

The following Support Exclusions are not covered by this Managed Application Services Policy:

- MAS assistance required due to Customer's or any End User's or third party's misuse of the Services.
- MAS assistance during times outside of Accela's regular business hours stated above.
- MAS assistance necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point.
- MAS assistance of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User.
- MAS assistance of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control).
- MAS assistance to resolve or work-around conditions which cannot be reproduced in Accela's support environment beyonda commerciallyreasonable effort.
- Support of any software add-ons supplied together with the Service (except where specifically referenced in the MAS Agreement).
- Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.
- **PLEASE NOTE: CUSTOMERS MIGRATING FROM ON-PREM TO SAAS**

  FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MANAGED APPLICATION SERVICE THAT RELY ON ACCELA'S SAAS SERVICE, AS DELINEATED IN THE SUBSCRIPTION SERVICE AGREEMENT, ARE APPLICABLE ONLY UPON COMPLETION OF THE MIGRATION AND PRODUCTION-USE OF CUSTOMER'S SOLUTION WITHIN THE ACCELA

SAAS CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE THE AGENCY IS RESPONSIBLE FOR RELATED SERVER, NETWORK, GIS ADMINISTRATION. THE MAS SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:

a) ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS
b) ANY SYSTEM ENHANCEMENTS
c) ANY IMPLEMENTATION OF NEW PRODUCT FEATURES

9 LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY ARISIING OUT OF OR IN CONNECTION WITH MANAGED APPLICATION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA FOR THE MANAGED APPLICATIONS SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety

response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of

its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider

to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of

the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***"), and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further

services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional

or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

STAFF REPORT

Item Number 13.G

SUBJECT: Adopt a Resolution Accepting the Notice of Completion for Verdera Tank #3 Ladder Retrofit Capital Improvement Project (CIP) 715 and Authorizing the City Clerk to File the Notice of Completion with the Placer County Recorder. (Vin Cay)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommend the City Council adopt a resolution accepting the Verdera Tank #3 Ladder Retrofit Capital Improvement Project (CIP) 715 as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (Attachment B).

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2025/27 includes CIP 715 Verdara Tank#3 Ladder Retrofit. City of Lincoln owns and operates Tank #3 as part of the municipal water distribution system. The tank requires monthly inspections of the top hatch, air vents, and interior to ensure proper operation, maintain water quality standards, and comply with regulatory requirements. These components are accessible only from the roof of the structure.

Tank #3 was originally constructed without a permanent roof access ladder. As a result, Public Works staff are required to rent lift equipment monthly to access the roof and perform required inspections. The purpose of the project is to construct a permanent roof access ladder to improve operational efficiency, enhance staff safety by providing secure access, and eliminate the need for monthly lift rentals, thereby reducing ongoing maintenance costs.

On August 20, 2025, the City Engineer approved a professional services contract with Bennett Engineering Services, inc. for the design of the Verdera Tank #3 Ladder Retrofit Project (CIP 715) in the amount of $35,495.

On March 10, 2026, the City Council approved a resolution authorizing the City Manager to execute a contract for construction with DN Tanks, LLC in the amount of $118,000, and authorizing the City Engineer to approve change orders not to exceed $11,800.

The project is complete and all change orders have been finalized for a total change order

amount of $9,900 or 8.4% of the original amount $118,000. A summary of the change orders is shown in the table below.

Change Order No.	Description	Cost
1	Extra Work: Additional Handrail	$9,900
	Total	**$9,900**

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on October 14, 2026. Staff has determined that the work performed by DN Tanks, LLC is complete and in accordance with the contract terms. DN Tanks, LLC has provided Warranty Bond (Attachment C) and Guarantee Letter (Attachment D) to guarantee the work for a period of one year from the filing of the attached Notice of Completion.

ENVIRONMENTAL REVIEW:

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

LEVINE ACT COMPLIANCE:

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 matter does not implicate the disclosure requirements of the Levine Act.

FISCAL IMPACT:

Budgeted

CIP 715 Verdera Tank #3 Ladder Retrofit

Fund 7150	$195,000
Total	$195,000

Actual Project Costs

Design – Bennett Engineering	$ 35,495
Placer County Notice of Exemption	$ 52
Construction – DN Tanks LLC	$118,000
8.4% Contingency	$ 9,900
CM Inspections – Coastland	$ 29,580
Total	$193,027

Budget Remaining

Fund 7150	$ 1,973

ATTACHMENTS:

Tank_3_Ladder_Retrofit_NOC.DOC2.Attachment_A_Resolution.2026Nov10.jespartero.docx

Tank 3 Ladder Retrofit NOC.DOC3.Attachment B_Notice of Completion.2026Nov10.jespartero.docx

Tank 3 Ladder Retrofit NOC.DOC4.Attachment C_Maintenance Bond.2026Nov10.jespartero.pdf

Tank 3 Ladder Retrofit NOC.DOC5.Attachment D_Guarantee Letter.2026Nov10.jespartero.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING VERDERA TANK #3 LADDER RETROFIT RPOJECT, CIP 715, AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORDER

WHEREAS, on March 10, 2026, the City Council authorized the City Manager to execute a construction with DN Tanks, LLC for the construction of the Verdera Tank #3 Ladder Retrofit Project (CIP 715); and

WHEREAS, all the work associated with the above contract was completed on October 14, 2026, in accordance with the contract documents; and

WHEREAS, staff recommends to the City Council that said project be accepted and a Notice of Completion be filed by the City Clerk with the Placer County Recorder.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

a. Construction on the above-mentioned contract to be accepted as complete in accordance with the plans and specifications.

b. The City Clerk to execute and record the Notice of Completion on said contract and project on behalf of the City of Lincoln.

c. Finance to release remaining/available funds from the completed project upon notification from the City Engineer or designee.

PASSED AND ADOPTED this 10th day of November, 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

Verdera Tank #3 Ladder Retrofit CIP 715
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 27th day of October, 2026, a Final Inspection on the Verdera Tank #3 Ladder Retrofit Project (CIP 715) of the certain work described and awarded in contract to DN Tanks, LLC, and which was entered into on March 10, 2026, was performed, and all work was found to be in accordance with the specifications of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the Verdera Tank #3 Ladder Retrofit Project (CIP 715) was completed on October 14, 2026, and accepted by the City Council of the City of Lincoln on November 10, 2026.

That the name of the surety on the contractor's bond for payment on said contract is Old Republic Surety Company, a Wisconsin corporation. The scope of work for this project consisted of construction of roof access ladder, handrails and D-rings on the existing water tank in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, 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

MAINTENANCE BOND

Western Surety Company
Chicago, IL 60606

Bond No.: 30269417

KNOWN ALL BY THESE PRESENTS: That we DN Tanks, LLC, as Principal, and Western Surety Company, a corporation organized and existing under the Laws of the State of South Dakota, as Surety, are held and firmly bound unto City of Lincoln, as Obligee, in the total sum of One Hundred Twenty Seven Thousand Nine Hundred and 00/100 U.S. Dollars ($127,900.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated February 24, 2026 for Verdera Tank #3 Ladder Retrofit ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 Year year(s) commencing on October 7, 2026 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 3rd day of November, 2026.

DN Tanks, LLC
(Principal)

By: _____

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company

By: _____
Sandra C. Lopes, Attorney-in-Fact

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 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

Jean M Feeney, Michael J Cusack, John J Gambino, Nicole Roy, Eric J Canterbury, Natalie Coneys, Sandra C Lopes, Nicholas Labbe, John DeChiaro, Laurie Rothwell, Gabriela C Wittich, Michael H Cusack, Joseph Gambino, Individually

of Boston, MA, 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 August 21, 2026.

WESTERN SURETY COMPANY

State of South Dakota }
County of Minnehaha } ss

Larry Kasten, Vice President

On August 21, 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 the 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, P. 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 are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on November 3, 2026.

WESTERN SURETY COMPANY

P. 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 issue 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 on April 27, 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 / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Submittal 009

11 Teal Road
Wakefield, MA 01880

Description:	Warranty Bond & Guarantee Letter	Project:	Lincoln, CA (CTS)
Submittal Number:	009	Project Number:	2026-005
Status:	For Record	Date Submitted:	10/30/2026
Ball in Court:	Holli Tripp	Submission Due Date:	10/30/2026
Issued Date:	10/30/2026	Review Due Date:	10/30/2026

PREPARED BY:

Seyed Aboulfazl Esbah Tabaei
DN Tanks LLC
chris.esbah@dntanks.com

SENT TO:

Holli Tripp
City of Lincoln
600 Sixth Street
Lincoln CA 95648
htripp@dccm.com

PLEASE RETURN SUBMITTALS TO:

Elisha Reitnauer
Project Coordinator
elisha.reitnauer@dntanks.com

Spec Section	Subsection	Date Returned
		10/30/2026

Notes

This document is intended for the use of the recipient only.
If you have received this communication in error, please notify the Project Coordinator and dispose of the document.

ARTICLE 26. GUARANTEES

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

> The Contractor DN LLC hereby unconditionally guarantees that the work performed pursuant to Veranda Tank #3 Ladder Project (~~Project~~ Descriptions) has been done in accordance with the requirements of the contract therefore and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Lincoln, ordinary wear and tear and unusual abuse and neglect only expected. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.
>
> The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Lincoln of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Lincoln to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.
>
> Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Lincoln, or its property or licensees, the City may undertake at

the Contractors expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, not shall it be construed, as in any way limiting or reducing the City of Lincoln's rights to enforce all terms of the contract referenced hereinabove on the time for enforcement of. This guarantee is provided in addition to, and not in lieu of, the City of Lincoln's rights on such contract.

CONTRACTOR'S SIGNATURE

(Corporate Seal)

DN TANKS, LLC SEAL 2020 DELAWARE

BUILT
FOR THE FUTURE

City of Lincoln Verdera #3 Ladder Retrofit

City of Lincoln, CA

General Contractor | Contract value: $118,000

Contractor Guarantee Letter

The DN LLC hereby guarantees that the work performed pursuant to the City of Lincoln Tank Ladder Retrofit for (1) 5.00 MG ground storage tank (163 FT ID x 33 FT SWD) in Lincoln California has been done in accordance with the requirements of the contract therefore and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of this warranty letter. The Contractor hereby agrees to repair or replace any and all work, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Lincoln, ordinary wear and tear and unusual abuse and neglect only excepted.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Lincoln of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time

The guarantee set forth herein is not intended by the parties, not shall it be construed, as in any way limiting or reducing the City of Lincoln's rights to enforce all terms of the contract referenced hereinabove on the time for enforcement of.

DN LLC

Contractor signature:

Name: Chris Esbah

Title: Senior Project Manger

Date: October 30, 2026

STAFF REPORT

Item Number 13.H

SUBJECT: Adopt a Resolution Approving the Extension of Term Expirations from December 2026 to June 2027 for those Applicable Appointments to City of Lincoln Boards, Commissions, and Committees. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution extending the appointments of all current City board, commission, and committee members with terms scheduled to expire in December 2026 through June 30, 2027, subject to each member's continued willingness and eligibility to serve.

BACKGROUND/INTRODUCTION:

The City maintains several advisory bodies that support City Council decision-making and provide community input on matters including airport operations, economic development, fiscal oversight, library services, parks and recreation, and land-use planning.

A number of appointed member terms are scheduled to expire in December 2026. Based on the City's current local appointments and eligibility list, affected positions exist on the Airport Committee, Economic Development Committee, Fiscal and Investments Oversight Committee, Library Advisory Board, Library Advisory Committee, Parks and Recreation Committee, and Planning Commission.
Council is undertaking a broader review of the City's boards, commissions, and committees.

The review is intended to support a consistent and transparent framework for the City's advisory bodies and appointment process.

FINDINGS/ANALYSIS:

City boards, commissions, and committees have developed over time and for different operational purposes. As a result, their governing documents, membership structures, appointment practices, term lengths, term-limit provisions, eligibility criteria, and vacancy

procedures may not be fully consistent across all bodies.

Extending the current December 2026 appointments through June 30, 2027, will allow the City Council and staff additional time to continue analyzing and discussing potential standardization of factors associated with each advisory body, including:

- Board, commission, or committee purpose and scope of authority
- Membership composition and number of members
- Representation by Councilmembers, staff, and community members
- Term lengths, staggered terms, and term expiration dates
- Term-limit provisions
- Residency, professional, or other qualification requirements
- Attendance expectations

A six-month extension would avoid initiating a broad recruitment and appointment process under existing structures while the Council considers potential policy changes. It would also help maintain continuity of advisory services and minimize avoidable vacancies during the review period.

The extension would apply only to current appointments otherwise scheduled to expire in December 2026. It would not change the status of existing vacancies, alter ex officio or staff assignments, or prevent the City Council from filling vacancies or making appointments as needed before June 30, 2027.

Staff will return to the City Council with recommended standardized policies and, as appropriate, revisions to applicable resolutions, ordinances, bylaws, or other governing documents for consideration before the extended terms expire.

FISCAL IMPACT:

There is no significant fiscal impact associated with extending the identified appointments. The action may reduce administrative costs and staff time otherwise associated with conducting multiple recruitment and appointment processes before the City completes its broader review.

ATTACHMENTS:
REVISED_-_Extension_of_Term_Expirations_from_12.2026_to_6.2027.docx

EXHIBIT A - List of Appointments, REVISED 11.6.2026 - AGENDA ITEM.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN EXTENDING TERM LIMITS OF MEMBERS APPOINTED TO CITY BOARDS, COMMISSIONS AND COMMITTEES FROM DECEMBER 2026 TO JUNE 2027

WHEREAS, the City maintains several advisory bodies that support City Council decision-making and provide community input on matters including airport operations, economic development, fiscal oversight, library services, parks and recreation, and land-use planning; and

WHEREAS, a number of appointed member terms are scheduled to expire in December 2026 and based on the City's current local appointments and eligibility list, affected positions exist on the Airport Committee, Economic Development Committee, Fiscal and Investments Oversight Committee, Library Advisory Board, Library Advisory Committee, Parks and Recreation Committee, and Planning Commission; and

WHEREAS, Council is undertaking a broader review of the City's boards, commissions, and committees; and

WHEREAS, extending the current December 2026 appointments through June 30, 2027, will allow the City Council and staff additional time to continue analyzing and discussing potential standardization of factors associated with each advisory body; and

WHEREAS, staff will return to the City Council with recommended standardized policies and, as appropriate, revisions to applicable resolutions, ordinances, bylaws, or other governing documents for consideration before the extended terms expire.

NOW THEREFORE BE IT RESOLVED:

Section 1. City Council of the City of Lincoln does hereby extend the term appointments of the individuals named in Exhibit A, attached hereto and incorporated herein by this reference, to City of Lincoln boards, committees, and commissions set to expire in December 2026 to June 2027.

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

City of Lincoln

CITY OF LINCOLN: LOCAL APPOINTMENTS & ELIGIBILITY LIST
(Govt. Code Section 54972)

Airport Committee (5 members)	Appointment Date:	Term:	Term Expires:
Richard Pearl, Councilmember	1/14/2025		
Whitney Eklund, Councilmember	1/14/2025		
Sean Scully, City Manager			
Byron Maynard	02/09/2021	1st - eligible	12/2026
VACANT			12/2026
Lisa McArdle	01/24/2023	1st - eligible	12/2026
Bob Cooperrider	1/14/2025	1st - eligible	12/2028
Clara Ellis	3/25/2025	1st eligible	12/2028
Economic Development Committee (9 members)	**Appointment Date:**	**Term:**	**Term Expires:**
Whitney Eklund, Councilmember	1/14/2025	N/A	N/A
John Reedy, Councilmember	1/14/2025	N/A	N/A
Sean Scully, City Manager	January, 2022	N/A	N/A
Erin Frye, Economic Development /Communications Specialist	N/A	N/A	N/A
Faraz Mahmood	01/14/2025	1st – eligible	12/2028
Andrea Faria	01/14/2025	1st - eligible	12/2028
VACANT			12/2028
VACANT			12/2028
Jason Price	02/12/2019	2nd - eligible	12/2026
David Riccitiello	04/26/2022	2nd - eligible	12/2026
Melanie Borchardt	01/24/2023	1st - eligible	12/2026
Joann Hilton, Chair	01/24/2023	1st - eligible	12/2026
VACANT			12/2026

REVISED 4/27/2026

Fiscal & Investments Oversight Committee (7 members)	Appointment Date:	Term:	Term Expires:
Greg Kevin, City Treasurer	1/14/2025	1st - eligible	12/2028
VACANT			12/2028
Clark Osterhout	1/14/2025	1st - eligible	12/2028
Ron Dolinsek	04/26/2022	2nd – eligible	12/2028
Mary Wilshire	01/24/2023	1st - eligible	12/2026
Lisa Jackson	1/14/2025	2nd - eligible	12/2028
George Sittner	5/14/2024	1st - eligible	12/2026
Library Advisory Board (6 members)	**Appointment Date:**	**Term:**	**Term Expires:**
Richard Pearl, Councilmember	1/14/2025	N/A	N/A
Whitney Eklund, Councilmember	1/14/2025	N/A	N/A
Joanne Schumacher	1/14/2025	2nd - eligible	12/2028
Lynn Snyder	1/14/2025	2nd - eligible	12/2028
David Villegas	1/14/2025	1st - eligible	12/2028
Gloria Pilotti-Irey	02/12/2019	2nd - eligible	12/2026
Neil Cochran	01/24/2023	1st - eligible	12/2026
Jeff Serpa – Resigned 11/3/26	01/24/2023	1st - eligible	12/2026
Library Advisory Committee (15 members)	**Appointment Date:**	**Term:**	**Term Expires:**
Joanne Schumacher	1/14/2025	2nd - eligible	12/2028
Lynne Snyder	1/14/2025	2nd - eligible	12/2028
David Villegas	1/14/2025	1st - eligible	12/2028
Gloria Pilotti-Irey	02/12/2019	2nd - eligible	12/2026
Neil Cochran	01/24/2023	1st - eligible	12/2026
Jeff Serpa	01/24/2023	1st - eligible	12/2026
George Dykstra, WPUSD	01/2023	N/A	N/A
Jason Price, WPUSD	01/2023	N/A	N/A
Jennifer Hladun, WPUSD	10/2021	N/A	N/A

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Diane Mahan, WPUSD	10/2021	N/A	N/A
Heather Pierce, WPUSD	2022	N/A	N/A
Carolyn Norman, Sierra College	2022	N/A	N/A
Barbara Vineyard, Sierra College	2007	N/A	N/A
Vacant, Sierra College	N/A	N/A	N/A
Vacant, Sierra College	N/A	N/A	N/A
Vacant, Sierra College	N/A	N/A	N/A
Parks & Recreation Committee (9 members)	**Appointment Date:**	**Term:**	**Term Expires:**
John Reedy (Councilmember, non-voting)	1/14/2025	N/A	N/A
Holly Andreatta (Mayor, non-voting – alternate)	1/14/2025	N/A	N/A
Joel Slaughter	1/14/2025	2nd - eligible	12/2028
Steven Ernst	01/14/2025	2nd - eligible	12/2028
Matt Lundgren	01/14/2025	2nd - eligible	12/2028
VACANT	1/14/2025	1st - eligible	12/2028
VACANT			12/2028
Dave Fear	06/13/2017	3rd - eligible	12/2026
David Villegas	1/14/2025	1st – eligible	12/2026
John Pineschi	01/24/2023	1st – eligible	12/2026
Amy Ridgway	01/24/2023	1st – eligible	12/2026
Planning Commission (7 members)	**Appointment Date:**	**Term:**	**Term Expires:**
Peter Gilbert	1/14/2025	2nd – eligible	12/2028
Michele Hutchinson	1/14/2025	3rd - eligible	12/2026
Timothy Jackson	3/25/2025	1st - eligible	12/2028
Eric Johnson	01/10/2023	3rd - eligible	12/2026
VACANT			12/2028
Jerry Johnson	01/14/2025	2nd – eligible	12/2028
Tony Manning	1/14/2025	1st – eligible	12/2026

REVISED 4/27/2026

STAFF REPORT

Item Number 14.A

SUBJECT: Introduce and Waive the Full Reading by Title Adding Section 13.04.435 to the Lincoln Municipal Code Prohibiting Irrigation of Nonfunctional Turf Ordinance. (Chris Nelson)

SUBMITTED BY: Chris Nelson

DEPARTMENT: Public Works

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing; waive first reading and introduce by title only an ordinance adding Section 13.04.435 to the Lincoln Municipal Code prohibiting the use of potable water to irrigate nonfunctional turf; and find the ordinance categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308.

BACKGROUND/INTRODUCTION:

Assembly Bill 1572 added Water Code Section 10608.14, which prohibits the use of potable water to irrigate nonfunctional turf on specified properties on a phased schedule. The statute requires public water systems, no later than January 1, 2027, to revise their regulations, ordinances, or policies governing water service to include the statutory requirements and to communicate those requirements to customers.

The proposed ordinance adds Section 13.04.435 to the Lincoln Municipal Code. The section incorporates the applicable statutory definitions, phased compliance dates, and limited exceptions for tree and perennial nonturf plant health and immediate health and safety needs.

The proposed ordinance does not apply to single-family residential properties or to turf located within areas assigned or allocated to the exclusive use of an individual dwelling unit. The ordinance applies to common areas of homeowners' associations and common interest developments such as shared landscaping, entryways, or medians.

FINDINGS/ANALYSIS:

The proposed code section is limited to incorporating the requirements of Water Code Section

The proposed ordinance would add Chapter [illegible] to the [illegible] Code to implement Water Code Section 10608.14 into the City's Municipal Code. It applies to nonfunctional turf, which is turf that is not located in a recreational use area or community space. Functional turf used for recreation or community gatherings is not included in the prohibition.

The compliance dates are established by state law. The ordinance does not establish a separate City enforcement program, local penalties, or a City-funded turf-conversion project. State law authorizes, but does not require, a public water system, city, county, or city and county to enforce the statutory provisions. Any future enforcement or implementation measures beyond adoption and customer communication may be considered separately, as appropriate.

The proposed ordinance is intended to ensure that the City's water-service regulations include the state requirements by the January 1, 2027 deadline. Following adoption, staff will communicate the requirements to affected customers consistent with Water Code Section 10608.14.

ENVIRONMENTAL REVIEW:

The proposed ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15308 (14 California Code of Regulations Section 15308), as an action by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment. The ordinance implements state requirements intended to conserve potable water and does not approve a specific construction or landscape-conversion project.

FISCAL IMPACT:

No immediate fiscal impact is anticipated from introduction or adoption of the ordinance. Staff time for the required policy update and customer communication is anticipated to be absorbed within existing operating resources. The ordinance does not establish a City enforcement program or authorize a City turf-conversion project. Any future costs associated with City property conversion, implementation, or enforcement would be evaluated separately.

ATTACHMENTS:

Ordinance_No._XXXX_Prohibition_of_Irrigation_of_Nonfunctional_Turf.docx

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADDING SECTION 13.04.435 TO THE LINCOLN MUNICIPAL CODE PROHIBITING THE USE OF POTABLE WATER TO IRRIGATE NONFUNCTIONAL TURF; AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA

WHEREAS, Assembly Bill 1572 (2023) added Chapter 2.5 to Part 2.55 of Division 6 of the California Water Code, including Water Code Section 10608.14, to prohibit the use of potable water to irrigate nonfunctional turf on specified properties according to a phased schedule;

WHEREAS, Water Code Section 10608.14 requires public water systems, by no later than January 1, 2027, to revise their regulations, ordinances, or policies governing water service to include the requirements of that statute and to communicate those requirements to their customers; and

WHEREAS, the City Council finds that adding Section 13.04.435 to the Lincoln Municipal Code will incorporate the applicable state requirements into the City's Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. Incorporation of Recitals. The City Council hereby incorporates by reference the recitals set forth above.

Section 2. CEQA Analysis. This Ordinance is categorically exempt from the California Environmental Quality Act (CEQA), as codified at Public Resources Code Sections 21000 et seq. and as further governed by 14 California Code of Regulations Sections 15000 et seq., pursuant to CEQA Guidelines Section 15308 (14 California Code of Regulations Section 15308), as an action by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment. This Ordinance implements state requirements intended to conserve potable water and does not approve a specific construction or landscape-conversion project.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 4. Addition. Lincoln Municipal Code Section 13.04.435 is added to read as follows:

13.04.435 Prohibition of irrigation of nonfunctional turf.

A. Definitions. For purposes of this section:

1. "Common areas" means that portion of a common interest development or of a property

owned or managed by a homeowners' association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

2. "Common interest development" means any of the following:

   a. A community apartment project.
   b. A condominium project.
   c. A planned development.
   d. A stock cooperative.

3. "Community service organization or similar entity" means a nonprofit entity, other than an association, that is organized to provide services to residents of the common interest development or to the public in addition to the residents, to the extent community common area or facilities are available to the public. "Community service organization or similar entity" does not include an entity that has been organized solely to raise moneys and contribute to other nonprofit organizations that are qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code and that provide housing or housing assistance.

4. "Community space" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.

5. "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

6. "Functional turf" means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

7. "Homeowners' association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

8. "Nonfunctional turf" means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.

9. "Potable water" means water that is suitable for human consumption.

10. "Recreational use area" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

B. Prohibition of Irrigation of Nonfunctional Turf.

1. The use of potable water for the irrigation of nonfunctional turf located on commercial,

industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

a. All properties owned by the Department of General Services, beginning January 1, 2027.

b. All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in subsection B.1.e of this section, beginning January 1, 2027.

c. All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

d. All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

e. All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

2. Notwithstanding subsection B.1 of this section, the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

Section 5. **Effective Date.** This Ordinance shall take effect and be in force thirty (30) days after its final passage.

Section 6. **Publication.** Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of this Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of this Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of this Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the Ordinance and the names of the City Councilmembers voting for and against the Ordinance. Publication of a summary in lieu of the full text is authorized only where the requirements of Government Code Section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on the 10th day of November 2026, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on the_____day of_____, 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 14.B

SUBJECT: Introduce and Waive the Full Reading, and by Title Only Add an Ordinance of the City Council of the City of Lincoln Adding Chapter 5.45, Cannabis Business Pilot Program, to Title 5, Business Taxes, Licenses and Regulations, of the Lincoln Municipal Code. (Sean Scully)

SUBMITTED BY: City Attorney

DEPARTMENT: City Manager's Office

DATE: November 10, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council introduce, waive the full reading, and read by title only an Ordinance of the City Council of the City of Lincoln Adding Chapter 5.45, Cannabis Business Pilot Program, to Title 5, Business Taxes, Licenses and Regulations, of the Lincoln Municipal Code to Establish a Cannabis Business Pilot Program and Finding the Ordinance Is Exempt from CEQA.

BACKGROUND/INTRODUCTION:

In 2017, the State adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). Under MAUCRSA, a commercial cannabis business must hold both a State license and local approval to operate. MAUCRSA preserves each city's authority to regulate or prohibit commercial cannabis activity within its jurisdiction.

On September 26, 2017, the City Council adopted Ordinance No. 948B, prohibiting all commercial cannabis activity within the City of Lincoln ("City"). As a result, there are currently no commercial cannabis businesses operating in the City.

At study sessions on September 1, 2026, and October 6, 2026, the City Council reconsidered the prohibition and directed staff to return with a proposed Cannabis Business Pilot Program ("Pilot Program") to permit and regulate commercial cannabis businesses within the City.

FINDINGS/ANALYSIS:

1. **Approach for Developing Commercial Cannabis Regulation.**

The commercial cannabis market has changed significantly since its introduction in 2017. The industry has faced challenges, including high tax burdens and competition from the illicit market. Given these market conditions, the City Council determined that the Pilot Program should be applicant and market-driven to give the City flexibility to consider a range of proposals for retail, cultivation, and manufacturing businesses.

The proposed ordinance establishes the Pilot Program. If the program is established, the City will issue a request for qualifications inviting cannabis operators to submit proposals, which the City Council will evaluate case by case. The ordinance includes targeted safeguards, including a cap of two businesses per type, and the City Council retains final discretionary authority over each business. Nothing in the ordinance requires the City to approve any business.

2. **Proposed Chapter 5.45 Cannabis Business Pilot Program.**

Staff proposes adding a new Chapter 5.45, Cannabis Business Pilot Program, to Title 5, Business Taxes, Licenses and Regulations. Placing the Pilot Program in a single chapter of Title 5 allows the City Council to establish the program and easily amend it as the program develops.

Many aspects of commercial cannabis operations are already regulated in detail by the State through the Department of Cannabis Control, such as product packaging, laboratory testing, inventory tracking, security, cannabis waste disposal, and age verification. The draft ordinance does not duplicate these regulations. It focuses instead on local concerns such as entitlements, site-specific conditions, public safety, and enforcement. The ordinance contains the following regulations:

- **Business caps:** Up to two retail, two cultivation, and two manufacturing businesses are permitted, for a total of six cannabis businesses. The caps may be adjusted by Council resolution.
- **Required approvals:** Each business must obtain a development agreement, a conditional use permit, and a City business license. Business-specific operating conditions will be imposed through these approvals.
- **Retail Businesses:** The two retail businesses will be the only cannabis businesses open to the public. Retail businesses must have licensed on-site security and may operate only between 9 a.m. and 9 p.m. Delivery may be allowed only as an accessory use to an approved retailer located in the City.
- **Safety and Operating standards:**
    - All owners must pass a Police Department background check.
    - Every business must submit a security plan approved by the Chief of Police, an odor control plan, and a cannabis waste management plan.
    - Cultivation and manufacturing businesses must submit operating plans, obtain Fire Chief approval, and hold wastewater discharge permits.
    - Signs are limited to one wall sign per building frontage.
- **Enforcement:**
    - The City may revoke approvals and stop operations, including immediate suspension when there is a threat to public health or safety.
    - Violations may be abated as a public nuisance or addressed through

administrative citations.
    - The City may conduct unannounced inspections and random financial audits and recover its enforcement costs.

3. **Cannabis Business Selection Process.**

The proposed Chapter 5.45 provides the foundation for the City to begin selecting cannabis business operators. On October 6, 2026, the City Council directed staff to move forward with a Request for Qualifications ("RFQ") from cannabis business operators interested in operating within the City. Attached is the draft RFQ, which will be advertised upon adoption of the Pilot Program.

The success of the Pilot Program depends on selecting experienced, well-qualified operators. The cannabis industry continues to face shifting state and federal regulations and difficult market conditions. Rather than prescribing every detail in advance, the City is seeking operators who can work with the City as partners to address these challenges and adapt the program as it develops.

The City Council will evaluate proposals based on the criteria in the RFQ, including each operator's qualifications, business plan, community contributions, and ability to mitigate business impacts.

4. **Zoning Conformance.**

Article IV of Chapter 18.34 of the Lincoln Municipal Code currently prohibits commercial cannabis activity. Amendments to the City's zoning code require a recommendation from the Planning Commission. Staff is bringing the Pilot Program forward ahead of the zoning amendments so the City can adopt the program and begin the RFQ process while the zoning amendments follow. Staff will bring conforming zoning amendments, along with the associated environmental review, to the Planning Commission and City Council before any conditional use permit for a cannabis business is approved.

ENVIRONMENTAL REVIEW:

The ordinance is exempt from the California Environmental Quality Act ("CEQA") under Public Resources Code sections 21000 et seq., under CEQA Guidelines section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)), because it can be seen with certainty that there is no possibility this Ordinance may have a significant effect on the environment. This finding is based on the following facts, each of which is supported by substantial evidence in the record:

1. This Ordinance establishes a regulatory framework for the Cannabis Business Pilot Program. It does not approve any cannabis business, site, or physical development.
2. Article IV of Chapter 18.34 of the Lincoln Municipal Code continues to prohibit commercial cannabis activity in the City. No cannabis business may be established or operated unless and until the City Council adopts amendments to that zoning provision. Those amendments require a recommendation from the Planning Commission and will be subject to separate review under CEQA.
3. Under Sections 5.45.040, 5.45.050, and 5.45.100, no cannabis business may be established or operated without first obtaining a development agreement and a conditional use permit. Each is a discretionary approval that the City Council may deny,

and each is subject to review under CEQA before it is approved.

FISCAL IMPACT:
Revenue from the Pilot Program will come from public benefit fees imposed through each business's development agreement. The City expects to recover staff time and administrative costs through fees at each stage of the process. Each RFQ respondent will pay an application fee to cover the cost of reviewing proposals. Operators selected through the RFQ must then enter into funding agreements to cover the cost of processing their development agreement and conditional use permit. The City may also recover its enforcement and abatement costs from businesses that violate the ordinance.

ATTACHMENTS:
2026.11.05__Ordinance__Chapter_5.45_Cannabis_Business_Pilot_Program__4924-8907-3117.4 jc.doc

Request for Qualifications Cannabis Business Pilot Program

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN ADDING CHAPTER 5.45, CANNABIS BUSINESS PILOT PROGRAM, TO TITLE 5, BUSINESS TAXES, LICENSES AND REGULATIONS, OF THE LINCOLN MUNICIPAL CODE TO ESTABLISH A CANNABIS BUSINESS PILOT PROGRAM AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA

WHEREAS, in 2017 the California Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq., which requires commercial cannabis businesses to hold both a State license and local approval; and

WHEREAS, Business and Professions Code Section 26200 preserves the City of Lincoln's ("City") authority to regulate or prohibit commercial cannabis activity; and

WHEREAS, on September 26, 2017, the Lincoln City Council ("City Council") adopted Ordinance No. 948B, prohibiting all commercial cannabis activity within the City; and

WHEREAS, the City Council held study sessions on September 1, 2026, and October 6, 2026, to revisit the prohibition on commercial cannabis activity; and

WHEREAS, the City Council directed staff to prepare an ordinance establishing a Cannabis Business Pilot Program, allowing a limited number of selected businesses to operate in the City so the City can better understand the impacts of commercial cannabis activity; and

WHEREAS, the Pilot Program is proposed as a new Chapter 5.45, Cannabis Business Pilot Program, of Title 5 of the Lincoln Municipal Code, and regulates and permits commercial cannabis businesses in the City to protect the public health, safety, and welfare; and

WHEREAS, the current prohibition on commercial cannabis activity is contained in Article IV of Chapter 18.34 of the Lincoln Municipal Code, and the City intends to amend that zoning provision to conform to the Pilot Program following a recommendation from the Planning Commission, as required by Government Code section 65855; and

WHEREAS, on November 10, 2026, the City Council held a duly noticed public hearing on this Ordinance, at which time all interested persons were given an opportunity to be heard, and the City Council considered the staff report, all written and oral testimony, and all other evidence presented.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby incorporates by reference the recitals set forth above.

Section 2. CEQA Analysis. This Ordinance is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code sections 21000 et seq., under CEQA Guidelines section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)), because it can be seen with certainty that there is no possibility this Ordinance may have a significant effect on the environment. This finding is based on the following facts, each of which is supported by substantial evidence in the record:

1. This Ordinance establishes a regulatory framework for the Cannabis Business Pilot Program. It does not approve any cannabis business, site, or physical development.

2. Article IV of Chapter 18.34 of the Lincoln Municipal Code continues to prohibit commercial cannabis activity in the City. No cannabis business may be established or operated unless and until the City Council adopts amendments to that zoning provision. Those amendments require a recommendation from the Planning Commission and will be subject to separate review under CEQA.

3. Under Sections 5.45.040, 5.45.050, and 5.45.100, no cannabis business may be established or operated without first obtaining a development agreement and a conditional use permit. Each is a discretionary approval that the City Council may deny, and each is subject to review under CEQA before it is approved.

Section 3. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. Publication. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the of the full text of the Ordinance, with the names City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

Section 5. Enactment. Chapter 5.45, Cannabis Business Pilot Program, is hereby added to Title 5, Business Taxes, Licenses, and Regulations of the Lincoln Municipal Code as follows:

Chapter 5.45
CANNABIS BUSINESS PILOT PROGRAM

Sections:

5.45.010 Purpose and intent.
5.45.020 Definitions.
5.45.030 State requirements.
5.45.040 Local requirements.
5.45.050 Discretionary approval; no entitlement.
5.45.060 Cannabis business application.
5.45.070 Investigation and fingerprinting of applicant.
5.45.080 Development agreement.
5.45.090 Termination of a development agreement.
5.45.100 Conditional use permit.
5.45.110 Operating standards.
5.45.120 Retail.
5.45.130 Cultivation.
5.45.140 Manufacturing.
5.45.150 Cannabis delivery.
5.45.160 Inspections.
5.45.170 Financial audit.
5.45.180 Enforcement.
5.45.190 Cost recovery.
5.45.200 Nonconforming use.
5.45.210 Severability.

5.45.010 Purpose and intent.

The purpose of this chapter is to establish the Cannabis Business Pilot Program, which regulates and permits commercial cannabis businesses in the City to protect the public health, safety, and welfare. Nothing in this chapter interferes with the rights of qualified patients, primary caregivers, or adults 21 and older to obtain, cultivate, or use cannabis as authorized under State law. Commercial cannabis businesses shall comply with the Lincoln Municipal Code, the Medicinal and Adult-Use Cannabis Regulation and Safety Act, and all other applicable State and local laws. Nothing in this chapter authorizes any activity that is unlawful under State or local law or provides immunity from prosecution under Federal law.

5.45.020 Definitions.

For purposes of this chapter, the following definitions shall apply. Any term not defined in this chapter shall have the meaning given in Business and Professions Code section 26001.

"Abatement costs" means the actual and reasonable costs incurred by the City to abate a public nuisance, including all direct and indirect costs resulting from the abatement action, such as investigation costs; costs to enforce the Lincoln Municipal Code and any applicable State or County law; clerical and administrative costs; costs to provide notices and to prepare for and conduct administrative hearings; costs to perform the abatement; personnel costs; administrative overhead; equipment costs; and reasonable attorneys' fees.

"Applicant" means a person that files a cannabis business application pursuant to this chapter.

"Cannabis" has the meaning given in Health and Safety Code section 11018.

"Cannabis business" means any person engaged in commercial cannabis activity.

"Cannabis cultivation business" means any cannabis business that cultivates cannabis pursuant to a State license.

"Cannabis delivery" means the sale of cannabis or cannabis products by delivery to a customer by a licensed retailer. "Cannabis delivery" does not include the transfer of cannabis or cannabis products between cannabis businesses.

"Cannabis manufacturing business" means any cannabis business that manufactures cannabis products pursuant to a State license.

"Cannabis product" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Cannabis retail business" means any cannabis business that sells cannabis or cannabis products to customers pursuant to a State retailer license.

"City" means the City of Lincoln.

"City business license" means a business license issued pursuant to Chapter 5.04 of the Lincoln Municipal Code.

"City Manager" means the Lincoln City Manager or designee.

"Commercial cannabis activity" has the meaning given in Business and Professions Code section 26001.

"Cultivation" has the meaning given in Business and Professions Code section 26001.

"Enforcement costs" means all actual and reasonable costs incurred by the City to enforce compliance with this chapter, the Lincoln Municipal Code, and any applicable

State or County law that are not included within abatement costs, including personnel costs and fringe benefits, administrative overhead, equipment and materials, investigation costs, costs of issuing and defending administrative or court citations, and reasonable attorneys' fees.

"Manufacture" has the meaning given in Business and Professions Code section 26001.

"Operator" means the person operating a cannabis business approved under this chapter.

"Owner" has the meaning given in Section 5.45.070.

"Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular.

"Primary caregiver" has the meaning given in Health and Safety Code section 11362.7.

"Qualified patient" has the meaning given in Health and Safety Code section 11362.7.

"Responsible party" means any person responsible for creating, causing, committing, or maintaining a violation of this chapter or of State or County law.

"State license" means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code section 26000 et seq.).

"Subject property" means the real property that is the subject of an abatement or enforcement action for which the City seeks recovery of costs under this chapter.

5.45.030 State requirements.

A. Every cannabis business operating within the City shall:

1. Obtain all State licenses required under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code section 26000 et seq.) before commencing operations, maintain such licenses in good standing, and comply with all applicable State cannabis laws and regulations.

2. Notify the City Manager in writing within twenty-four (24) hours after receiving notice of any State enforcement action against any of its State licenses, including suspension or revocation.

3. Cease all commercial cannabis activity while any required State license is suspended, revoked, expired, or otherwise not in good standing.

B. Any City approval issued to a cannabis business shall be automatically suspended during any period in which a required State license is suspended, revoked, expired, or otherwise not in good standing.

5.45.040 Local requirements.

A. No person shall establish or operate a cannabis business in the City without first obtaining, and thereafter maintaining in good standing, all of the following City approvals:

1. A development agreement.

2. A conditional use permit.

3. A City business license.

B. If any approval required under subsection (A) expires or is suspended or revoked, the cannabis business shall immediately cease all cannabis operations, including all commercial cannabis activity, until the approval is reinstated, renewed, or reissued.

C. The expiration, suspension, or revocation of any approval required under subsection (A) is grounds for suspension or revocation of the remaining approvals.

D. Nothing in this chapter limits the City's authority to amend, extend, suspend, revoke, or terminate any approval as provided by law or by the terms of the approval.

5.45.050 Discretionary approval; no entitlement.

A. Every approval of a cannabis business under this chapter is discretionary, subject to the findings required by this Code and applicable law. The City Council has final authority to approve or deny any cannabis business and any development agreement for one.

B. Nothing in this chapter:

1. Requires the City to accept or approve any application for a cannabis business, or to approve any particular number of cannabis businesses;

2. Creates any right, entitlement, or expectation of approval for any person, even if the person meets the requirements of this chapter; or

3. Requires the City to approve the maximum number of cannabis businesses allowed under this chapter. Those numbers are limits, not quotas.

C. No approval under this chapter confers any vested right or property interest beyond the terms of that approval.

5.45.060 Cannabis business application.

A. Cannabis business applications shall be filed with the City Manager on a form provided by the City.

B. The City may, in its sole discretion, determine whether, when, and in what manner to accept cannabis business applications. The City is not required to accept, process, or act on any cannabis business application, and its filing or receipt does not create any right to approval.

C. No cannabis business application shall be processed unless the applicant has:

1. Paid the application fee established by resolution of the City Council;

2. Entered into a funding agreement with the City to cover application processing costs and all other established costs payable to the City in connection with the application; and

3. Executed an indemnification agreement approved by the City Attorney.

5.45.070 Investigation and fingerprinting of applicant.

A. Prior to the processing of any cannabis business application, including an application for a transfer of ownership, each owner of the applicant shall submit fingerprints to the Lincoln Police Department and authorize the Chief of Police to conduct a criminal background investigation. For purposes of this chapter, "owner" means:

1. Any person with an aggregate ownership interest of ten percent (10%) or more in the applicant;

2. The chief executive officer and any officer, director, member, manager, or general partner of the applicant; and

3. Any other person who will participate in the direction, control, or management of the cannabis business.

B. The City may deny a cannabis business application, or revoke any approval issued under this chapter, if the background investigation reveals any ground for denial set forth in Business and Professions Code section 26057.

5.45.080 Development agreement.

A. Each applicant shall enter into a development agreement with the City in accordance with Title 18, Division IX of the Lincoln Municipal Code.

B. A development agreement may be approved prior to an applicant having received all required State licenses and local permits; however, no cannabis business shall receive a certificate of occupancy or operate in the City prior to possessing the required State and local licenses and approvals.

5.45.090 Termination of a development agreement.

A. A development agreement for a cannabis business may be terminated, following notice and hearing, upon a finding of any of the following:

1. The development agreement was approved in error or the application contained materially incorrect or false information.

2. Operator has violated any term or condition of the development agreement.

3. Operator has violated any condition of approval of its conditional use permit.

4. Operator has failed to obtain or maintain a valid conditional use permit, or such permit has been revoked.

5. Operator has failed to obtain or maintain a City business license, or such license has been revoked.

6. Operator's applicable State license has been revoked, suspended, or otherwise rendered invalid.

7. Operator has violated any applicable State or local law or regulation.

8. Operation creates a public or private nuisance including but not limited to activities that endanger public health, safety, or welfare.

9. Operator, or any owner as defined in Section 5.45.070, has been convicted of any offense that would constitute a ground for denial under Business and Professions Code section 26057.

B. Termination of a development agreement shall follow the procedures set forth in Title 18, Division IX of the Lincoln Municipal Code and the terms of the development agreement.

5.45.100 Conditional use permit.

A. Each cannabis business shall obtain a conditional use permit in accordance with Title 18, Division VI of the Lincoln Municipal Code.

B. Each application for a conditional use permit for a cannabis business shall include the following plans:

1. A security plan, subject to review and approval by the Chief of Police;

2. An odor control plan;

3. A cannabis waste management plan;

4. For a cannabis cultivation business, a cultivation plan; and

5. For a cannabis manufacturing business, a manufacturing plan.

C. In addition to the findings required by Lincoln Municipal Code section 18.56.020, the Planning Commission shall not approve a conditional use permit for a cannabis business unless it finds that the proposed business, as conditioned, will comply with all requirements of this chapter.

D. No conditional use permit shall be approved for a cannabis business located in any residential zoning district.

E. The Planning Commission may impose additional conditions as necessary to protect the public health, safety, and welfare.

F. Upon approval of the conditional use permit, each approved plan shall be incorporated into and become a condition of the permit, and the cannabis business shall operate in compliance with each plan as approved.

G. Any amendment to an approved plan shall require approval of the City Manager, or for the security plan, the Chief of Police.

H. A conditional use permit for a cannabis business may be revoked in accordance with Lincoln Municipal Code section 18.54.080.

5.45.110 Operating standards.

Each cannabis business shall comply with the following:

A. Conduct all operations within a permanent, fully enclosed building, with no exterior visibility of cannabis and no outdoor storage;

B. Prohibit on-site consumption of cannabis, alcohol, or tobacco;

C. Ensure that no cannabis odor is detectable outside the premises;

D. Securely store and dispose of cannabis waste in compliance with State law;

E. Signs for a cannabis business shall comply with Title 16 of the Lincoln Municipal Code and shall be limited to one wall sign per building frontage. Banners, temporary signs, and freestanding signs are prohibited;

F. Take reasonable measures to prevent loitering, disorderly conduct, and other nuisance activity on and around the premises.

5.45.120 Retail.

A. The number of cannabis retail businesses in the City shall not exceed two (2), or such other number as the City Council establishes by resolution.

B. No application for a cannabis retail business shall be accepted or approved while the number of cannabis retail businesses equals or exceeds the limit established under subsection (A).

C. Each cannabis retail business shall employ or contract with licensed security personnel to provide on-site security during all hours of operation.

D. Cannabis retail businesses shall not sell or deliver cannabis or cannabis products before 9:00 a.m. or after 9:00 p.m. on any day.

5.45.130 Cultivation.

A. The number of cannabis cultivation businesses in the City shall not exceed two (2), or such other number as the City Council establishes by resolution.

B. Each cannabis cultivation business shall submit a cultivation plan with its conditional use permit application and shall conduct only the cultivation activities identified in the plan as approved.

C. Cannabis cultivation shall be conducted indoors only. Outdoor and mixed-light cannabis cultivation are prohibited.

D. The total canopy of any cannabis cultivation business shall not exceed twenty-two thousand (22,000) square feet.

E. Each cannabis cultivation business shall obtain and maintain a valid wastewater discharge permit under Chapter 13.08 of the Lincoln Municipal Code. A violation of the wastewater discharge permit is a violation of the business's conditional use permit.

F. Each cannabis cultivation business shall obtain and maintain fire safety approval from the Fire Chief or designee.

5.45.140 Manufacturing.

A. The number of cannabis manufacturing businesses in the City shall not exceed two (2), or such other number as the City Council establishes by resolution.

B. Each cannabis manufacturing business shall submit a manufacturing plan with its conditional use permit application and shall conduct only the manufacturing methods identified in the plan as approved.

C. Each cannabis manufacturing business shall obtain and maintain a valid wastewater discharge permit under Chapter 13.08 of the Lincoln Municipal Code. A violation of the wastewater discharge permit is a violation of the business's conditional use permit.

D. Each cannabis manufacturing business shall obtain and maintain fire safety approval from the Fire Chief or designee.

E. Each cannabis manufacturing business shall obtain and maintain any required clearance from the Placer County Environmental Health Division before commencing operations.

5.45.150 Cannabis delivery.

A. A cannabis business located in the City may conduct cannabis delivery only as an accessory use to a cannabis retail business approved under this chapter, and only if authorized by its conditional use permit.

B. All cannabis deliveries shall originate from and be dispatched from the approved premises of the cannabis retail business.

C. Prior to providing cannabis or cannabis products to a delivery customer, the cannabis retail business shall verify the customer's identity and age and obtain the customer's written or electronic signature.

5.45.160 Inspections.

A. The City Manager and any authorized City official or contractor shall have the right to enter the premises of any cannabis business, during regular business hours or at any other reasonable time, to inspect the premises and ensure compliance with this chapter, any conditions of approval, and State and local law and regulations.

B. The refusal to allow an inspection authorized under this section shall constitute a violation of this chapter and grounds for suspension or revocation of any approval required under Section 5.45.040.

C. The inspection may include, but is not limited to, examination of the licensed premises, equipment, records, manifests, surveillance systems, and inventory.

D. Inspections may be unannounced and need not be predicated upon notice or cause.

5.45.170 Financial audit.

A. The City Manager or any authorized City official may conduct random financial audits of any cannabis business.

B. A cannabis business shall acknowledge any audit request within forty-eight (48) hours and shall produce all requested records within ten (10) business days, unless the City Manager grants an extension.

C. Failure to comply with an audit request constitutes a violation of this chapter and is grounds for suspension or revocation of any approval required under Section 5.45.040.

5.45.180 Enforcement.

A. Any commercial cannabis activity conducted in violation of this chapter is unlawful and is declared a public nuisance. The City may enforce this chapter under Chapters 1.16, 1.18, and 1.20 of the Lincoln Municipal Code, and may abate any violation as a public nuisance under applicable law.

B. The administrative fine for a violation of this chapter shall not exceed:

1. Five hundred dollars ($500) for a first violation;

2. Seven hundred fifty dollars ($750) for a second violation of the same provision within one (1) year; and

3. One thousand dollars ($1,000) for each additional violation of the same provision within one (1) year.

C. A violation of this chapter, State law or regulation, or any condition of approval is grounds for revocation of a conditional use permit under Section 18.54.080 and termination of a development agreement in accordance with its terms and Title 18, Division IX of the Lincoln Municipal Code.

D. If the City Manager determines that a cannabis business poses an immediate threat to public health, safety, or welfare, the City Manager may suspend its operations without prior notice. A hearing before the City Council to review the suspension shall be held within ten (10) days of the suspension, unless the business agrees to a later date.

E. Each violation of this chapter, or of any condition of a conditional use permit or term of a development agreement, is a separate offense, and each day a violation continues is a separate violation.

F. The remedies provided in this chapter are cumulative and in addition to any other remedies available under law.

5.45.190 Cost recovery.

A. The City may recover its abatement and enforcement costs incurred in obtaining compliance with this chapter, including attorneys' fees in any action or

proceeding in which the City elects at the outset to seek them, even if the violation is later corrected.

B. Abatement and enforcement costs may be made a special assessment and lien on the subject property, and a personal obligation of the property owner and any other responsible party, under Government Code sections 38773.1 and 38773.5. Each responsible party is jointly and severally liable for the costs.

5.45.200 Nonconforming use.

A. No cannabis business is or shall become a lawful nonconforming use, including upon the expiration of its approvals, the termination of the Cannabis Business Pilot Program, or the amendment or repeal of this chapter.

B. A cannabis business is not eligible for any approval under this chapter while it is operating in violation of this chapter.

5.45.210 Severability.

Should any provision of this chapter, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on the 10th day of November 2026, by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

City of Lincoln

REQUEST FOR QUALIFICATIONS

APPLICATION FOR

COMMERCIAL CANNABIS OPERATORS

Submittals may be mailed or delivered in person to the:

City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

SUBMITTALS MUST BE RECEIVED BY

_____, 2026, by 5:00 p.m.

DRAFT

Request for Qualifications

Introduction

The City of Lincoln ("City") invites interested parties to submit a proposal in response to this Request for Qualifications ("RFQ"). The City is seeking proposals from qualified cannabis operators to be considered for participation in the Lincoln Cannabis Business Pilot Program (the "Cannabis Business Pilot Program").

The proposal may be for any Retail, Cultivation, or Manufacturing cannabis business currently legal under California state law, including, but not limited to, the following uses of medical or non-medical cannabis:

(1) Retail;
(2) Commercial indoor cultivation, up to no more than 22,000 square feet of total canopy;
(3) Manufacturing.

Other cannabis business types permitted under California state law, including distribution, may be proposed as accessory uses in conjunction with a primary use listed above.

Following review of all responsive proposals by the selection committee, City staff will establish a list of candidates that may be invited to submit a response to a Request for Proposal ("RFP") to participate in the Cannabis Business Pilot Program. Depending on the level of interest and number of qualified applicants, the City may determine an RFP requirement is unnecessary.

The Cannabis Business Pilot Program may allow one (1) or more cannabis businesses to operate in the City for a specified term. The goal of the RFQ is to elicit cannabis business opportunities from business proprietors themselves. This RFQ will allow the City Council to review the types of businesses interested in working with the City and determine which, if any, proposals will proceed.

Interested parties must complete the requirements of this RFQ by clearly articulating how the proposed businesses would operate within the confines of existing state law. This includes securing any applicable state licenses necessary for the operation of any cannabis business. Applicants will have to demonstrate how the proposed business intends to mitigate any negative impacts on the City's community that may arise from a cannabis operation.

Qualifications

Any selected parties are expected to have the following qualifications:

(1) demonstrated knowledge and experience in developing successful businesses;

(2) expertise in current state and local laws and regulations;

(3) innovative, responsive, competent and practical business acumen;

(4) demonstrated ability to operate the proposed cannabis business as an integrated part of the community; and

(5) demonstrate the ability and willingness to work with the City in developing any proposed business rules and regulations specific to cannabis businesses.

City of Lincoln

The City is located in south Placer County, California, at the northern edge of the Sacramento metropolitan region. Historically, the City has had strong agricultural, ranching, and manufacturing economies. The City government is comprised of a five-member city council, which selects a mayor from among its members.

On September 26, 2017, the Lincoln City Council ("City Council") adopted Ordinance No. 948B, prohibiting all commercial cannabis activity within the City.

On September 1, 2026 and October 6, 2026, the City Council considered and discussed the possible regulation of cannabis businesses within City limits. The City Council instructed staff to draft this RFQ to develop the Cannabis Business Pilot Program. The goal of the program is for the City to gain a better understanding of the impacts of cannabis businesses by allowing a selected business or businesses to operate in the City of Lincoln.

Submittal Requirements and Evaluation Criteria

Proposals shall address the submittal criteria delineated herein. The City requests that each proposal be clear and concise, as the City does not wish to receive voluminous proposals with extensive background materials. Please only present material that is requested, or in your best judgement, contributes or is relevant to this request. Submittals shall be limited to no more than twenty (20) pages and shall include a table of contents, title pages, and page numbers. The table of contents shall not count towards the page limit. Proposals that do not meet the submittal criteria specified herein are subject to disqualification.

- **Introduction** - A brief overview and introduction to the proposed business and owners, the organization structure, and rationale for such business and structure. Please include whether it is a medical or non-medical cannabis business, rationale for that determination, and describe the requisite state licenses required for operation of the business and a schedule for completing the necessary licensure. (25%)

- **Personnel/Project Team** - Description and professional resume of key project team members who will be managing the business, any executive team members, advisors or consultants to the executive team, and a statement as to the availability of each person and their respective services. The qualifications should include descriptions of any similar cannabis or non-cannabis projects, complete with references. (20%)

- **Project Plan** - Detailed plan providing the scope of the proposed business. Please also include a projected timeline of commencing business, the business's proposed operation and security plan, and any environmental impacts. Applicants may, but are not required to, identify a proposed location. Describe how the business will contribute to the community and describe any existing ties to the community. Applicants must include a proposal for the City's consideration addressing the potential adverse impacts of commercial cannabis within the greater City limits and the applicant's proposal to mitigate any negative effects. (30%)

- **Economics** – Submit any publicly available financial documentation of the proposed business owners. Please do not submit any confidential information. Also, include a breakdown of the projected income and hiring by the business. (20%)

- **Format** – Proposals must be organized, labeled or tabbed consistent with these requirements. The submittal must consist of 8 1/2" by 11" paper. (5%)

RFQ Process

1. **Phase I – Request for Qualifications (RFQ)**
    - Interested parties prepare a project plan (and a clear statement of the project plan and objectives).
    - Attendance at a pre-submittal conference for prospective parties (encouraged but not mandatory).
    - RFQ responses received and reviewed.
    - Selection and notification to applicants short-listed for Phase II.

2. **Phase II – Request for Proposals (RFP) (if applicable)**
    - RFP responses received, reviewed.
    - References checked and applicant team due diligence performed.
    - In person applicant presentations by all RFP respondents.
    - Selection of the preferred applicant(s).

3. **Phase III –Development Agreement and Conditional Use Permit Process**
    - Letter of Intent signed between City and applicants setting forth all major business terms.
    - City ordinances approved to establish the Cannabis Business Pilot Program.
    - Applicant submits a complete and satisfactory application for a conditional use permit, and development agreement and conditional use permit are drafted.
    - Development agreement and conditional use permit go to Planning Commission for review and City Council for approval.

Pre-Submittal Conference

The City is seeking qualified candidates to develop the Cannabis Business Pilot Program, therefore attendance at a pre-submittal conference by a representative of the project team is strongly encouraged but not required. The pre-submittal conference will be held on _____, ____**, 2026, from XX:XX p.m. to XX:XX p.m.,** located at City Hall at 600 Sixth Street, Lincoln, CA 95648. The purpose of the pre-submittal conference is to provide background on the City's goal, the vision of the Cannabis Business Pilot Program and to answer any questions from the public.

Selection Process

Applicants are required to pay a non-refundable Five Thousand Dollar ($5,000) application fee to cover City staff time and attorneys' fees associated with reviewing, evaluating, and processing the application.

Upon the close of the RFQ period, the City will review all proposals received. The City may invite the most responsive applicants to proceed to the next phase of the selection process but is not obligated to select any.

Any applicants seeking to operate a cannabis business in the City must complete the entire RFQ process. The City may reject any cannabis business proposals that do not comply with the RFQ requirements.

The City reserves the right to reject any and all proposals, modify or amend the scope of the RFQ or RFP, and to waive any informalities or irregularities in any submittal. Acceptance of proposals pursuant to this request is not a commitment to award. Selection through this RFQ or any subsequent RFP does not authorize the operation of any cannabis business within the City. Commercial cannabis activity remains prohibited until the City Council amends the Lincoln Municipal Code and the applicant obtains all required City permits, agreements, and state licenses.

Submittal Deadline

Sealed proposals containing ten (10) physical copies and one USB drive containing an electronic version of the RFQ must be received at the office of the City Manager no later than **5:00 p.m., _____, 2026.** Questions and further information pertinent to the RFQ may be obtained from the undersigned. Proposals shall be submitted to:

Sean Scully, City Manager
600 Sixth Street
Lincoln, CA 95648
E-Mail: sean.scully@lincolnca.gov

STAFF REPORT

Item Number 15.A

SUBJECT: Adopt a Resolution to Authorize the Execution and Delivery of a Joint Community Facilities Agreement Relating to the California Municipal Finance Authority CFD No. 2021-9, County of Placer - Bickford Ranch. (Sean Scully)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Manager's Office

DATE: November 10, 2026

STAFF RECOMMENDATION:

Adopt a resolution authorizing the execution and delivery of a Joint Community Facilities Agreement between the City of Lincoln and the California Municipal Finance Authority relating to California Municipal Finance Authority Community Facilities District No. 2021-9 (County of Placer–Bickford Ranch).

Approval of the JCFA will allow CMFA, through its Bond Opportunities for Land Development (BOLD) program, to finance eligible City of Lincoln development impact fees associated with the Bickford Ranch development area. The agreement identifies **City of Lincoln Lakeview Farms Drainage Impact Fees** as the City fees eligible for financing. Funds received by the City must be used for public capital improvements owned by the City.

The requested action does not authorize issuance of bonds, establish a City CFD, commit City General Fund resources, or approve development. It authorizes the City to enter into the interagency agreement required for CMFA to finance eligible City fees through CMFA CFD No. 2021-9.

BACKGROUND/INTRODUCTION:

The California Municipal Finance Authority is a joint exercise of powers authority that administers community facilities district financings under the Mello-Roos Community Facilities Act of 1982, including its Bond Opportunities for Land Development (BOLD) program.

CMFA has conducted proceedings to establish CMFA CFD No. 2021-9 (County of Placer–Bickford Ranch) to finance public facilities and/or development impact fees used for capital improvements. The proposed JCFA identifies the City's Lakeview Farms Drainage Impact Fees as eligible City fees that may be financed through the CFD.

Government Code Section 53316.2 authorizes a community facilities district formed by one public agency to finance facilities or fees associated with another public agency when the

agencies enter into a joint community facilities agreement. The proposed JCFA provides the legal and administrative framework for CMFA to finance eligible City fees associated with the Bickford Ranch development.

FINDINGS/ANALYSIS:

Under the proposed JCFA, CMFA would administer CFD No. 2021-9, including annual special-tax levies, bond issuance and administration, and compliance with applicable state and federal requirements. The City would provide certifications and agreements reasonably required to support the financing and, if applicable, the tax-exempt treatment of interest on bonds issued for eligible improvements.

CMFA would hold bond proceeds and any eligible excess special-tax proceeds available for City infrastructure. The City may request disbursements through written requisitions executed by the City Manager, Finance Director, Public Works Director, or an authorized designee. The agreement provides that disbursements must be used for eligible City infrastructure.

The proposed JCFA identifies the following eligible City fee category:

- **City of Lincoln Lakeview Farms Drainage Impact Fees.**

The City's receipt of funds under the JCFA would be subject to the availability of proceeds from CMFA CFD No. 2021-9 and the terms of the applicable CMFA financing documents. The agreement does not guarantee a funding amount or require the City to issue debt, levy taxes, or make a financial contribution.

ENVIRONMENTAL REVIEW:

Approval of the JCFA is an administrative and financial action that does not authorize construction, approve a development project, or result in a direct physical change to the environment. The action is therefore not a project subject to review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378(b)(4).

FISCAL IMPACT:

There is no direct General Fund impact from approval of the JCFA.

The JCFA creates a mechanism through which CMFA CFD No. 2021-9 may finance eligible Lakeview Farms Drainage Impact Fees associated with the Bickford Ranch development. Any funds disbursed to the City would be restricted to eligible public capital improvements owned by the City, consistent with the agreement and applicable financing documents.

The amount, timing, and availability of proceeds will depend on CMFA's CFD proceedings, development activity, special-tax collections, and any future bond issuance. The City is not obligated to contribute funds or guarantee CMFA debt under the proposed agreement.

ATTACHMENTS:

Approving_JCFA_-_Resolution__2026.docx

JCFA for City of Lincoln 2021-9 Bickford.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of Placer (the "County") has initiated the process to establish County of Placer Community Facilities District No. 2021-3 (Parks, Open Space, Trails and Landscaping) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the County is or will be authorized to levy special taxes ("Special Taxes") upon the land within the Community Facilities District for the purpose of financing certain public services; and

WHEREAS, the owners of property in the Community Facilities District (collectively, the "Developer") has entered into a Stormwater Retention Capacity Agreement with the City of Lincoln (the "City") which requires Developer to set up a funding mechanism for an annual assessment to be paid to the City for the cost to operate and maintain a drainage facility, and the Developer has asked the County to finance the costs (the "Basin Maintenance Costs") of operating and maintaining an offsite drainage facility known as the Lakeview Farms Retention Basin (the "Basin Maintenance Services") through the Community Facilities District; and

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance services to be provided by a public agency other than the agency that created the district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section; and

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, there has been presented to this meeting a form of Joint Community Facilities Agreement by and between the County and the City that provides for the financing of the Basin Maintenance Services from the proceeds of the Special Taxes (such Joint Community Facilities Agreement, in the form presented to this meeting, with

such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Joint Facilities Agreement”).

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby declares that the Joint Facilities Agreement will be beneficial to the residents of the City.

Section 2. The Joint Facilities Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor, and any such other member of the City Council as the Mayor may designate, the City Manager, and any such other officer of the City as the City Manager may designate (the “Authorized Officers”), is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Joint Facilities Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Joint Facilities Agreement by such Authorized Officer.

Section 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 4. This Resolution shall take effect immediately upon its adoption

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

JOINT COMMUNITY FACILITIES AGREEMENT

CMFA BOLD PROGRAM

Joint Community Facilities Agreement

Relating to:

California Municipal Finance Authority
CFD No. 2021-9 (County of Placer – Bickford Ranch)

This Joint Community Facilities Agreement (this "Agreement"), dated as of _____, 2026 by and between the California Municipal Finance Authority, a joint exercise of powers authority duly organized and existing under the Constitution and laws of the state of California (the "CMFA"), and the City of Lincoln, a municipal corporation and general law city duly organized and existing under the Constitution and laws of the state of California (the "City," and together with CMFA, the "Parties").

WITNESSETH:

WHEREAS, CMFA has conducted, or intends to conduct, proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the "Act") to form the above-referenced community facilities district (the "CFD") to finance certain public facilities and/or development impact fees used for capital improvements ("City Fees") authorized to be financed under the Act as part of its Bond Opportunities for Land Development ("BOLD") program (together "City Infrastructure");

WHEREAS, under Section 53316.2 of the Act, CMFA may form the CFD to, among other things, finance the City Infrastructure in connection with new development in the City and issue bonds, the proceeds of which are used by the City for City Infrastructure, provided CMFA and the City enter into a joint community facilities agreement such as this Agreement;

WHEREAS, the CFD Infrastructure is described in the resolution of formation for the CFD, and set forth on Exhibit A hereto;

WHEREAS, CMFA intends to utilize the proceeds of sale of special tax bonds (the "Bonds") and special taxes of the CFD to finance some or all of the CFD Infrastructure, which may include City Fees, the proceeds of which are used for City Infrastructure;

WHEREAS, City is willing to cooperate with CMFA in accomplishing the financing of the City Infrastructure which will pay for public facilities authorized to be financed by the CFD, and to confer upon the CMFA full power to provide financing for the City Infrastructure in the event that proceeds of special taxes and/or bonds in the CFD become available and are utilized for such purpose;

WHEREAS, this Agreement is made under the authority of Section 53316.2 of the Act; and

WHEREAS, in consideration for the mutual undertakings of the Parties stated herein, the Parties agree as follows:

AGREEMENT:

1. Administration of CFD and Issuance of Bonds by CMFA. CMFA shall administer the CFD, including employing and paying all consultants, annually levying the special tax and paying and administering the Bonds, and complying with all state and federal requirements appertaining to the proceedings establishing the CFD and issuing and using the proceeds of the Bonds, including the requirements of the United States Internal Revenue Code of 1986, as amended (the "Code"). The City shall execute and deliver such certifications and agreements as may reasonably be required in order for bond counsel to CMFA to conclude that interest on the Bonds will be excluded from gross income under the Code, if applicable.

2. Agreement to Hold Available Moneys. CMFA shall hold or cause to be held the proceeds of each issue of Bonds issued to finance City Infrastructure, as well as proceeds of special taxes levied by the CFD for "pay-as-you-go" funding, if any, from special taxes collected in excess of the amounts needed for bond debt service and administration expenses (such bond proceeds and excess amounts are referred to as "Available Moneys"). Available Moneys shall be disbursed to the City in accordance with Section 3.

3. Disbursements to City. Available Moneys shall be disbursed pursuant to written requisitions of the City, in substantially the form attached hereto as Exhibit B and executed by the City Manager, Finance Director or Public Works Director, or any designee of the foregoing (each, an "Authorized Officer"), which disbursements shall be used for the payment of City Infrastructure.

CMFA and its designees, including any trustee or fiscal agent holding Available Moneys, may conclusively rely on such requisitions for purposes of making such disbursements. All disbursements of Available Moneys to the City shall be made by wire transfer of immediately available funds or by check payable to the City's bank account number at a bank located within the United States on file with CMFA as part of the BOLD program, unless another method of payment is requested in writing by the City.

4. Use of City Fees for Public Capital Improvements. City Fees, if any, listed in Exhibit A represent fees paid or to be paid by the developer of land within the CFD and are permitted to be financed by the bonds issued by CMFA for the CFD. Proceeds of such fees shall be used or allocated by the City for public capital improvements owned by the City.

5. Term of this Agreement. This Agreement shall be in full force and effect from this date to and including its termination by mutual written agreement of the parties hereto. CMFA agrees to terminate this agreement upon request of the City upon delivery to CMFA of an opinion Bond Counsel to the effect that the termination of this Agreement will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized representatives as of the effective date stated above.

CMFA:	CITY:
CALIFORNIA MUNICIPAL FINANCE AUTHORITY	CITY OF LINCOLN
By:_____ Authorized Signatory	By: _____ Name: Title:

EXHIBIT A

DESCRIPTION OF CITY FEES

Authorized City fees are those listed in the facilities authorized to be financed by CFD, include the following:

City of Lincoln Lakeview Farms Drainage Impact Fees (estimated cost: $_____)

EXHIBIT B

DISBURSEMENT REQUEST FORM

To:

California Municipal Finance Authority
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011

Re: BOLD Program - Request for Disbursement of Bond Proceeds
Community Facilities District No. 2021-9 (County of Placer- Bickford Ranch)

The undersigned, a duly authorized officer of the City of Lincoln (the "City") hereby requests a disbursement from the City Subaccount(s) set forth below, and certifies that the amounts of development impact fees financed thereby and listed below have been or will be spent by the City for listed public capital improvements as of the date indicated below or within 30 days thereafter:

Applicable CFD(s)	**Amount(s)**
Community Facilities District No. 2021-9	$

Total:

Wiring Instructions: _____

The undersigned hereby additionally certifies as follows:

1. These funds have been or will be used to acquire and/or construct capital improvements, and this disbursement is not being made for the purpose of reinvestment.

2. None of the expenditures for which payment is requested have been reimbursed previously from other sources of funds.

3. If the total amount above is greater than the funds held by CMFA for the CFD, CMFA is authorized to amend the amount requested to be equal to the amount of such funds.

4. The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. The Improvements consist of the following:

[Describe the improvements]

5. To the extent any of such Improvements are sold to an entity that is not a state or local government City, City will seek the advice and approval of bond counsel to CMFA for the BOLD program prior to any such sale. City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of City or another state or local government City. The average expected useful life of such Improvements is at least [20] years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

Dated: _____

CITY OF LINCOLN

Signature: _____

Name: _____

Title: _____

STAFF REPORT

Item Number 15.B

SUBJECT: Adopt Resolution Approving Revisions to the Temporary/Seasonal Salary Schedule effective January 1, 2027. (Veronica Rodriguez)

SUBMITTED BY: Michelle Seifried

DEPARTMENT: Human Resources

DATE: November 10, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving revisions to the Temporary/Seasonal Salary Schedule, effective January 1, 2027, to comply with the increase in the California minimum wage, maintain appropriate salary relationships among Recreation seasonal classifications, replace the existing seven-step salary structure with minimum and maximum salary ranges and add the Office Assistant I classification to the salary schedule. The estimated additional base wage cost is approximately $2,568 for the remainder of fiscal year 2026–27.

BACKGROUND/INTRODUCTION:

The City utilizes temporary and seasonal employees to support Recreation programs and other City services. The Temporary/Seasonal Salary Schedule establishes hourly salary rates for these classifications.

The salary schedule was last revised in 2024 to incorporate an increase in the California minimum wage. Although the minimum wage increased again in 2025 and 2026, the salary schedule was not revised. Instead, administrative adjustments were made to ensure compliance with the applicable minimum wage. In 2025, affected employees were adjusted to the new minimum wage of $16.50 per hour. In 2026, affected employees received salary adjustments to ensure compliance with the California minimum wage increase to $16.90 per hour.

The California minimum wage will increase to $17.40 per hour effective January 1, 2027. To ensure compliance with this increase and address potential salary compaction, staff reviewed the existing Recreation salary structure and developed proposed adjustments to maintain appropriate salary relationships among classifications.

As part of this review, staff also identified an opportunity to simplify salary administration by replacing the existing seven-step salary structure with minimum and maximum salary ranges.

This approach would better align with the City's practice of considering relevant experience and qualifications when determining starting salaries and provide greater flexibility in administering future salary adjustments.

FINDINGS/ANALYSIS:

2027 Minimum Wage Adjustments

The City's current Temporary/Seasonal Salary Schedule includes hourly rates below the $17.40 minimum wage that will take effect January 1, 2027, necessitating revisions to ensure compliance.

Staff also reviewed the salary relationships among Recreation seasonal classifications to evaluate potential salary compaction resulting from the minimum wage increase. Proposed adjustments to classification range minimums beyond the statewide minimum wage are intended to maintain appropriate compensation relationships among classifications.

Proposed Transition to Salary Bands

As part of this review, staff also evaluated the City's existing seven-step salary structure and identified an opportunity to simplify salary administration by transitioning to minimum and maximum hourly salary ranges for each temporary and seasonal classification.

The City currently considers relevant experience and qualifications when determining starting salaries. However, the existing step structure limits salary placement to seven predetermined rates. Transitioning to salary bands would provide greater flexibility in establishing appropriate starting salaries and administering subsequent salary adjustments without being restricted to fixed salary steps.

The proposed structure would also provide greater flexibility in addressing future minimum wage increases. Under the existing step structure, adjustments to the lowest salary rates can create pressure to increase other steps and classifications to maintain established salary differentials. Under a salary band structure, the City could evaluate individual employee salaries to determine which adjustments are necessary to comply with minimum wage requirements and which additional adjustments may be warranted to address internal equity and salary compaction.

This approach would simplify salary administration while allowing the City to make targeted salary adjustments without automatically applying proportional increases across the entire salary schedule.

Proposed Salary Ranges and Implementation

Staff proposes eliminating the existing seven fixed salary steps and establishing a minimum and maximum hourly salary rate for each temporary and seasonal classification.

For the Recreation classifications, the proposed ranges were developed by increasing the

previously adopted minimum rate for Recreation Aide I and Lifeguard to $17.40 per hour and making corresponding proportional adjustments to the other classification ranges to maintain appropriate pay relationships.

The proposed salary ranges are as follows:

Recreation Classification	Current Step 1	Proposed Minimum	Proposed Maximum
Recreation Aide I	$16.00000	$17.4000	$20.1787
Lifeguard	$16.00000	$17.4000	$20.1787
Recreation Aide II	$16.80000	$18.2700	$21.1876
Water Safety Instructor	$16.80000	$18.2700	$21.1876
Senior Recreation Aide	$17.64000	$19.1835	$22.2470
Assistant Pool Manager	$17.64000	$19.1835	$22.2470
Pool Manager	$18.52000	$20.1427	$23.3594

The proposed ranges accommodate the 2027 minimum wage increase while maintaining appropriate relationships between classification ranges. Under the proposed structure, each classification would have an established defined minimum and maximum hourly rate, with individual employee salaries established within the ranges based on relevant experience, qualifications, and internal salary equity, rather than placement within predetermined salary steps.

Upon implementation, employees whose current hourly rates fall below the minimum of their newly established salary range would receive an adjustment to the applicable range minimum. The City would then evaluate the salaries of remaining employees to determine whether additional adjustments are warranted based on experience, qualifications, internal salary equity, and appropriate salary relationships among classifications.

Unlike the existing step structure, the proposed salary bands would not require automatic or proportional increases for all employees. This approach would allow the City to address minimum wage requirements and potential salary compaction while providing greater flexibility in salary administration and controlling associated costs.

No employee would experience a reduction in their existing hourly rate as a result of the transition.

Addition of Office Assistant I Classification

In addition to the Recreation salary adjustments and transition to salary bands, staff recommends adding the Office Assistant I classification to the Temporary/Seasonal Salary Schedule.

The proposed minimum and maximum salary rates are based on the previously established rates for the permanent Office Assistant I classification. This addition will ensure the schedule accurately reflects the temporary and seasonal classifications utilized by the City and

establishes an approved salary range for the classification.

Approval of the revised Temporary/Seasonal Salary Schedule will ensure compliance with the California minimum wage effective January 1, 2027, while establishing a more flexible and administratively efficient compensation structure.

Replacing the existing seven-step salary structure with minimum and maximum salary ranges will simplify salary administration, provide greater flexibility in determining employee compensation based on experience and qualifications, and allow the City to address future minimum wage increases and potential salary compaction through targeted salary adjustments rather than automatic increases across the entire salary schedule.

The proposed revisions will also establish an approved salary range for the Office Assistant I classification.

Staff recommends that the City Council adopt the resolution approving the revised Temporary/Seasonal Salary Schedule, effective January 1, 2027, to allow implementation of the new salary ranges concurrently with the minimum wage increases.

Pursuant to Section 570.5 of the California Code of Regulations (Employees' Retirement System Regulations), a pay schedule, among other requirements, must be duly approved and adopted by the employer's governing body in accordance with applicable public meeting laws.

FISCAL IMPACT:

Based on an analysis of current Recreation seasonal staffing and hours worked during a recent two-week pay period, 42 of the 49 employees reviewed would require salary adjustments to meet their new classification minimums. The estimated additional base wage cost is approximately $2,568 for the remainder of fiscal year 2026–27, reflecting implementation from January 1 through June 30, 2027, and $5,136 for a full fiscal year, assuming comparable staffing levels and hours worked.

The proposed Temporary/Seasonal Salary Schedule will result in increased hourly rates for employees whose current salaries fall below the minimum of their newly established classification salary ranges, effective January 1, 2027.

Additional salary adjustments may be authorized following a review of individual employee salaries, considering experience, qualifications, internal salary equity, and appropriate compensation relationships among classifications. The estimated fiscal impact does not include these potential adjustments.

Temporary and seasonal employees are scheduled based on operational and program needs and are not guaranteed a specific number of work hours. Accordingly, the actual costs will vary based on staffing requirements, individual salary adjustments and hours worked.

Funding for Recreation temporary and seasonal staffing is included within the Recreation Department operating budget and will be absorbed within the Department's existing budget.

The addition of the Office Assistant I classification to the Temporary/Seasonal Salary Schedule is an administrative update and does not independently create a fiscal impact.

ATTACHMENTS:
Resolution Temporary-Seasonal_Staff_Report_ATTACHMENT_A.doc

Seasonal Salary Schedule_Proposed_ATTACHMENT B.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A REVISED TEMPORARY/SEASONAL SALARY SCHEDULE EFFECTIVE JANUARY 1, 2027

WHEREAS, the California minimum wage will increase to $17.40 per hour effective January 1, 2027; and

WHEREAS, as a result of the increase to the California minimum wage, it is necessary for the City to revise affected rates on the Temporary/Seasonal Salary Schedule; and

WHEREAS,, the City has reviewed the salary relationships among Recreation seasonal classifications and proposes revised classification ranges to address the minimum wage increase and potential salary compaction ; and

WHEREAS, the current Temporary/Seasonal Salary Schedule contains seven fixed salary steps for each classification, and the City desires to replace those steps with minimum and maximum hourly salary bands to simplify administration and provide flexibility in setting salaries based on relevant experience, qualifications, and internal salary equity; and

WHEREAS, an administrative update to the Temporary/Seasonal Salary Schedule is needed to add the Office Assistant I classification, which is utilized by the City for temporary and seasonal assignments but is not currently included in the salary schedule; and

WHEREAS, Section 570.5 of the California Code of Regulations (Employees' Retirement System Regulations) requires that a pay schedule be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln approve:

1. The revised Temporary/Seasonal Salary Schedule, effective January 1, 2027.

PASSED AND ADOPTED this 10th day of November, 2026 by the following vote:

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

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

City of Lincoln Salary Schedule

Temporary and Seasonal Classifications

Resolution: 2026-XXX
Last Revision: 11/10/2026

Job Classification	Adopted	Effective	Min Range	Max Range
Assistant Pool Manager	11/10/26	1/1/27	19.1835	22.2470
College Intern	11/10/26	10/22/24	17.8420	23.9100
Deputy City Clerk (Temporary/Seasonal)	11/10/26	10/22/24	32.8272	43.9917
High School Intern	11/10/26	10/22/24	17.6400	20.4570
Library Asst (Temporary/Seasonal)	11/10/26	4/10/22	19.0524	25.5320
Lifeguard	11/10/26	1/1/27	17.4000	20.1787
Maint Worker I (Temporary/Seasonal)	11/10/26	6/11/24	20.8715	27.9699
Maint Worker II (Temporary/Seasonal)	11/10/26	6/11/24	23.0061	30.8304
Office Assistant I (Temporary/Seasonal)	11/10/26	1/1/27	19.7710	26.4950
Pool Manager	11/10/26	1/1/27	20.1427	23.3594
Recreation Aide I	11/10/26	1/1/27	17.4000	20.1787
Recreation Aide II	11/10/26	1/1/27	18.2700	21.1876
Refuse Truck Driver II (Temporary/Seasonal)	11/10/26	6/11/24	23.0061	30.8304
Sr Recreation Aide	11/10/26	1/1/27	19.1835	22.2470
Sr Airport Maintenance Worker (Temporary/Seasonal)	11/10/26	10/22/24	29.4427	39.4561
Water Safety Instructor	11/10/26	1/1/27	18.2700	21.1876