LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, NOVEMBER 9, 2026

REGULAR HYBRID MEETING – 7:00 PM

IN PERSON PARTICIPATION
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

TELECONFERENCE PARTICIPATION
ZOOM WEBINAR:
https://us02web.zoom.us/j/81349579645
Zoom dial in phone number: +1 669 900 6833
Meeting ID: 813 4957 9645
LATEST VERSION OF ZOOM RECOMMMENDED

YOUTUBE CHANNEL VIEWING
CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

CABLE CHANNEL VIEWING
TV29: Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

How to Participate in a City Council Meeting

GENERAL RULES

Council meetings are **hybrid** — the public may join **in person** or **remotely** (Zoom or telephone). Meetings may also be viewed without commenting on the City's YouTube channel and TV29 (Comcast Channel 29).

Agenda availability	Agenda & staff reports are posted 72+ hrs before regular meetings at LivermoreCA.gov/agenda; also available at the Civic Center Library and City Clerk's Office.
Non-agenda items	State law prohibits the City Council from taking action on any items not listed on the agenda.
Speaker Limits	Up to **3 minutes per item** (Presiding Officer may reduce time if needed). **One comment per item per speaker.**
Accessibility	In compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability. To request an accommodation, contact the ADA Coordinator at least 3 business days prior to the meeting at ADACoordinator@LivermoreCA.gov or (925) 960-4170 (voice) / (925) 960-4104 (TDD).
Translation	Public may post their own agenda translation at City Hall, 1052 S. Livermore Ave. Members of the public wishing to receive translation or interpretation services from a third party during a meeting, please contact CityClerk@LivermoreCA.gov or visit the City's webpage at LivermoreCA.gov/agenda.

PUBLIC COMMENT

Public comment may be offered during **Open Forum** (any matter within the City's subject matter jurisdiction), **Consent Calendar**, **Public Hearings**, and **Matters for Consideration**.

For **Open Forum**, in-person speakers will collectively have the opportunity to address the City Council for up to 30 minutes. Any additional in-person speakers who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, will have the opportunity to address the City Council at the end of the meeting.

For **Consent Calendar, Public Hearings, and Matters for Consideration**, in-person speakers will be called upon first, followed by speakers participating remotely.

In Person	Remotely by Zoom	Remotely by Telephone
• Complete a speaker card (available in the Civic Center Meeting Hall lobby) • Write the agenda item number & submit to the City Clerk before that item's comment period closes (may not submit on behalf of another speaker) • When the Clerk calls your name, approach the podium and speak into the microphone	• Join via the Zoom link, Meeting ID, and dial-in number on the agenda cover page • When your item begins, use the “raise hand” feature • Wait to be called on, then unmute and speak • Use an updated Zoom app —outdated versions may block commenting (zoom.us/download)	• Call the Zoom dial-in number on the agenda and enter the Meeting ID • When your item begins, press *9 to raise your virtual hand • Wait to be called on; press *6 to unmute and speak when recognized

Written Public Comment Submitted Before the Meeting

Written comments submitted before the meeting are provided to the Council and made available to the public in advance. These comments are not read aloud into the record.

By Email	Send to CityClerk@LivermoreCA.gov. Must be received by **12:00 p.m. (noon) on the day of the meeting** to be provided to City Council and posted on the City's website prior to the meeting.
By eComment	Submit online via the eComment link on the City Council Meeting Calendar & Agendas page. Comments may be up to **1,000 characters**; accepted until **4:00 p.m. on the day of the meeting**. Viewable by Council and the public immediately upon submittal.
Materials to Distribute at Meeting	In person: bring **8 copies** to the City Clerk with your speaker card. By Zoom: identify the material in your comment and email it to the City Clerk at CityClerk@LivermoreCA.gov by the end of the meeting. Materials received after **12:00 p.m.** will be included in the supplemental packet.

WRITTEN COMMENT SUBMITTED AFTER THE AGENDA IS POSTED (SUPPLEMENTAL MATERIAL)

- Supplemental material distributed to the City Council after the posting of the agenda will be available for public review at the City Clerk's Office, 1052 S. Livermore Avenue, Livermore and included in the agenda packet on the City's website at LivermoreCA.gov/agenda on the day of the meeting.
- Comments received after the email (noon) or eComment (4:00 p.m.) deadlines on meeting day are treated as supplemental material and, if received before the meeting concludes, are provided to the City Council following the meeting.

1. CLOSED SESSION

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Livermore Human Services Commission Annual Update presented by Chair Maxwell Nelson

Recommendation:
Staff recommends the City Council receive the Livermore Human Services Commission annual update.
Staff Report

3.2 Livermore Valley Arts annual update presented by Chris Carter, CEO for Livermore Valley Arts.

Recommendation:
Staff recommends the City Council receive the Livermore Valley Arts annual update.
Staff Report

3.3 Presentation from Ava Community Energy presented by Howard Chang, Chief Executive Officer.

Recommendation:
Staff recommends the City Council receive a presentation from Ava Community Energy about the Ava Impact Report and local development programs.
Staff Report

4. ADVISORY BODY APPOINTMENTS

5. OPEN FORUM

In conformance with the Brown Act, no City Council action can occur on items presented

during Open Forum.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action.

6.1 Approval of draft minutes - July 27, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
1. Draft Minutes for July 27, 2026

6.2 Adoption of Ordinance amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution and Resolution updating the list of designated positions and disclosure categories.

Recommendation:
Staff recommends the City Council:

1. Adopt an Ordinance, and waive the second reading, amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.
2. Adopt a Resolution updating the list of designated filers and disclosure categories in the City's Conflict of Interest Code.
Staff Report
Attachments:
1. Amended Section 1.28.060 of Chapter 1.28
2. Ordinance
3. Resolution
4. Exhibit A

6.3 Resolution authorizing the execution of a first amendment to the agreement with Barry & Wynn Architects, Inc. for on-call architectural services for various Capital Improvement Projects, increasing the not-to-exceed amount from $500,000 to $1,000,000 and extending the contract term through December 31, 2031

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Barry & Wynn Architects, Inc. for on-call architectural services for various Capital Improvement Projects, increasing the not-to-exceed amount from $500,000 to $1,000,000 and extending the contract term through December 31, 2031.
Staff Report
Attachments:
1. Resolution

2. Exhibit A - First Amendment with Barry and Wynn Architects, Inc.

6.4 Resolution authorizing a reappropriation of $400,000 in County Measure BB - Local Streets and Roads (Fund 552) and authorizing an increase in the construction contract change order allowance with Bay Cities Paving & Grading, Inc. for roadway repairs on Portola Avenue near Tranquility Circle as part of Slurry Seal Project SM202204

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing a reappropriation of $400,000 in County Measure BB - Local Streets and Roads (Fund 552) from the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Project TC202133 to the Slurry Seal Project SM202204; and
2. Authorizing an increase in the construction contract change order allowance with Bay Cities Paving & Grading, Inc. by $400,000 to a not-to-exceed amount of $682,577 for the Slurry Seal Project SM202204 for additional roadway repairs on Portola Avenue near Tranquility Circle.

Staff Report
Attachments:
1. Location Map
2. Resolution

6.5 Resolution authorizing the execution of a Second Amendment to the Lease Agreement with the Livermore Flying Electrons and finding the project exempt from the California Environmental Quality Act.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the Second Amendment to the Lease Agreement between the City of Livermore and the Livermore Flying Electrons and the related installation of six portable above-ground 275-gallon water storage containers a portable gas-powered water pump is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15301 and that none of the exceptions in CEQA Guidelines section 15300.2 apply; and,
2. Authorizing the execution of a second amendment to the lease agreement with the Livermore Flying Electrons; and,
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the Second Amendment that are approved as to form by the City Attorney or her designee.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Flying Electrons Second Amendment Lease Agreement

6.6 Resolution authorizing the submittal of an application to, acceptance of an allocation of funds

from, and execution of a grant agreement with, the California Department of Transportation for an Airport Improvement Program Matching Grant associated with FAA AIP Grant no. 3-06-0123-035-2026, Pavement Maintenance Management Plan, in the amount of $12,730.00.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the submittal of an application to, acceptance of an allocation of funds from, and execution of a grant agreement with, the California Department of Transportation for an Airport Improvement Program Matching Grant associated with FAA AIP Grant no. 3-06-0123-035-2026, Pavement Maintenance Management Plan, in the amount of $12,730.00, and authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Staff Report

Attachments:
1. FAA Grant Agreement Pavement Plan
2. Resolution
3. Exhibit A - State Grant Agreement Application - Pavement Plan
4. Exhibit B - 2027 CAAP Certification
5. Exhibit C - State AIP Grant Sample

6.7 Resolution accepting the FY 2025-26 Year-End Budget Report, allocating the General Fund surplus, allocating excess Livermore-Pleasanton Fire Department (LPFD) member contributions, approving supplemental appropriations for FY 2025-26 and FY 2026-27, and approving revenue budget adjustments.

Recommendation:
Staff recommends that the City Council adopt a resolution accepting the FY 2025-26 Year-End Budget Report; allocating the General Fund surplus and excess Livermore-Pleasanton Fire Department (LPFD) member contributions; approving supplemental appropriations for FY 2025-26 and FY 2026-27; and approving County Measure D revenue budget adjustments.

Staff Report

Attachments:
1. Resolution
2. Exhibit A - FY2025-26 Year-End Budget Report

6.8 Resolution authorizing the execution of an agreement with Roofing Constructors, Inc. dba Western Roofing Service for roof inspection, preventative maintenance, gutter cleaning, and as-needed services in an amount not-to-exceed $1,300,000 for a five-year term

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Roofing Constructors, Inc. dba Western Roofing Service for roof inspection, preventative maintenance, gutter cleaning, and as-needed services in an amount not-to-exceed $1,300,000 for a five-year term.

Staff Report

Attachments:
1. Tecta America Proposal
2. Tecta America Award Letter

3. Tecta America Renewal Letter 2026
4. Resolution
5. Exhibit A - Agreement

7. PUBLIC HEARINGS

8. MATTERS FOR CONSIDERATION

9. OPEN FORUM (AS NEEDED)

10. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

11. ADJOURNMENT

To a Regular City Council meeting on Monday, November 23, 2026 at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Livermore Human Services Commission Annual Update presented by Chair Maxwell Nelson

RECOMMENDED ACTION

Staff recommends the City Council receive the Livermore Human Services Commission annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Josh Thurman
Human Services Programs Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Livermore Valley Arts annual update presented by Chris Carter, CEO for Livermore Valley Arts.

RECOMMENDED ACTION

Staff recommends the City Council receive the Livermore Valley Arts annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Brandon Cardwell
Innovation and Economic
Development Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: Presentation from Ava Community Energy presented by Howard Chang, Chief Executive Officer.

RECOMMENDED ACTION

Staff recommends the City Council receive a presentation from Ava Community Energy about the Ava Impact Report and local development programs.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - July 27, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Draft Minutes for July 27, 2026

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 27, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:40 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube (view only).

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members Ben Barrientos, Evan Branning, and Steven Dunbar.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers, the public comment period was closed.

1. CLOSED SESSION – 6:40 PM

1.1 Conference with Real Property Negotiators. To meet with Andy Ross, Principal Planner, Brandon Cardwell, Economic Development Director, and Brent Smith, Community Development Director, the City's negotiators, pursuant to Government Code Section 54956.8, regarding the potential acquisition of real property including, the following Assessor Parcel Nos. identified as: 099A-1501-003-07, 099A-1504-002, 099A-2300-003-03, 099A-2300-003 04, 099A-2300-003-05, 099A-2300-003-06, 099A-2300-004-01, 099-0850-005-05, 099-0625 002-02, 099-0500-001-03, 099-0625-002-01, 099A-2310-002-01, 099A-2310-002-00, 099 0600-001-07, 099-0600-001-08. The City's negotiators may negotiate with Matthew Ford, Esq., and Karl Wente, Chief Operating Officer and Board Member of Wente Bros. (dba Wente Family Vineyards/Wente Family Estates), Vice President and Vice Chairman of the Board of Wente Land & Cattle Company, and Operating Manager for Sachau LLC. The instructions to the City's negotiators will concern price and terms of payment.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube (view only).

.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members, Ben Barrientos, Evan Branning and Steven Dunbar.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Recognition of General Plan Advisory Committee Members for their dedication and contributions to the 2045 General Plan Update.

Mayor Marchand presented certificates of recognition and City of Livermore challenge coins to the members of the General Plan Advisory Committee present at the City Council meeting.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Bob Tucknott provided a comment.

Anne Giancola provided a comment.

Greg Scott provided a comment.

Brian Swanson provided a comment.

Joe Lee provided a comment.

There were no more speakers, and the public comment period was closed.

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 6.3 - **Matt Monterial** provided a comment.

There were no more speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 5-0 VOTE, THE CITY

COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEMS 6.7.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR, WITH MAYOR MARCHAND ABSTAINING, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 6.7.

6.1 Approval of draft minutes – May 11, 2026 Regular Meeting.

6.2 Adoption of Omnibus Ordinance 2185 amending the Livermore Municipal Code to correct grammatical errors, clarify language, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments.

6.3 Resolution 2026-121 authorizing reappropriations totaling $1,700,000 to the Sidewalk Repair Project SM202502 from various roadway funds and authorizing execution of a second amendment to the agreement with Precision Emprise, LLC, dba Precision Concrete Cutting, for on-call concrete cutting services, increasing the not-to-exceed contract amount from $1,000,000 to $4,000,000 and extending the term of the agreement to December 30, 2030.

6.4 Resolution 2026-122 authorizing execution of an Easement Purchase Agreement with Adventus, acceptance of an Emergency Vehicle Access Easement from LD-Fund III Livermore Land, LLC, approval of related development agreement amendments, and related escrow transactions associated with the Springtown Trunkline Replacement Project WW201414 and Las Colinas Trail Project TB201945.

6.5 Resolution 2026-123 adding the Pavement Maintenance Management Plan Project AR202718, Perimeter Fencing and Security Upgrades Project AR202719, and Airport Layout Plan and Technical Studies Project AR202720 to the 2025–2030 Capital Improvement Plan and authorizing appropriations of Airport Fund 600 and Federal and State Grants to fund these projects.

6.6 Resolution 2026-124 approving Final Tract Map 8669, authorizing execution of a Subdivision Improvement Agreement for Cornerstone, located at the northwest corner of Constitution Drive and Collier Canyon Road, and accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8669 except for certain easements which City Council reserves the right to accept at a future date.

6.7 Resolution 2026-131 awarding a construction contract to Grade Tech, Inc., in the amount of $266,523, for the Water Reclamation Plant (WRP) Recycled Water Fill Station Project WW202527.

6.8 Resolution 2026-125 authorizing a supplemental appropriation of Low-Income Housing Funds (Fund 200) in the amount of $75,000, authorizing a budget

reduction of $75,000 from the Human Services Facility Fees (Fund 290) to replace Human Services Facility Fees and awarding a construction contract to Bay Cities Paving & Grading, Inc., in the amount of $2,285,985, for the Livermore Village Remediation Project DR202118.

6.9 Resolution 2026-126 authorizing execution of an agreement with Granberg & Associates, Inc., in an amount not-to-exceed $462,980 and a term ending December 31, 2031, to develop and implement the City's Alternative Project Delivery Program, including Design-Build and Construction Manager/General Contractor (CM/GC) delivery methods.

6.10 Resolution 2026-127 authorizing the City Manager to execute and administer a Professional Services Agreement with the University of California, Davis - Road Ecology Center, for a research grant on behalf of the Altamont Landfill Open Space Advisory Committee.

6.11 Resolution 2026-128 authorizing execution of a Master Agreement and Order Form with Innovative Interfaces, Inc. for the service and maintenance of the Sierra Integrated Library System and the LINK+ Platform, and for cloud hosting, in a total not-to-exceed amount of $650,583.22.

6.12 Resolution 2026-129 authorizing the City Manager to execute a lease agreement with Konica Minolta Business Solutions U.S.A., Inc. through Region 4 Education Service Center/OMNIA Partners in an amount not to exceed $400,000 to provide citywide printer replacement and related services with a term ending August 4, 2031.

6.13 Resolution 2026-130 approving two side letter agreements between the City of Livermore and the Livermore Police Management Association amending Article IV (Promotion) and Article X (Supervisory Differential) of the memorandum of Understanding (MOU), effective retroactive to July 1, 2025.

7. PUBLIC HEARINGS

7.1 Hearing to place delinquent sewer accounts on the Property Tax Roll.

Recommendation: Staff recommended the City Council hold a public hearing to consider protests, adopt a resolution overruling protests to place delinquent sewer accounts on the property tax roll, and direct staff to forward a finalized copy of the assessment list to the County Tax Assessor.

Accounting Supervisor Martin Wong presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE

MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-132 considering and overruling protests and objections and authorizing delinquent sewer charges to be placed on the property tax roll pursuant to the Health and Safety Code.

7.2 Hearing to adopt FY 2026-27 Sewer Service and Use Charges Report and authorize Residential Charges to be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's General Taxes.

Recommendation: Staff recommended that the City Council hold a public hearing to consider all objections or protests, if any, to the written report describing each parcel of real property receiving wastewater services and the amount of the service charge for each parcel, adopt a resolution approving the residential Sewer Service and Use Charges report, and authorize collection of report amounts on the property tax roll by the Alameda County Tax Assessor.

Accounting Supervisor Martin Wong presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-133 adopting the sewer service and use charges report for fiscal year 2026-2027 and authorizing residential charges to be collected in the same manner together with, and not separately from, the City's General Taxes.

7.3 Hearing to consider resolutions to certify the General Plan Environmental Impact Report and approve Livermore General Plan 2045 establishing a long-term vision, goals, policies, implementation actions and land use designations to guide future decision-making related to growth, development, and resource conservation through 2045, and introduce an ordinance and waive the first reading to adopt conforming Zoning Map Amendments ensuring consistency with the General Plan Land Use Map.

Recommendation: Planning Commission and Staff recommended the City Council:

- Adopt a resolution certifying the General Plan 2045 Final Environmental Impact Report (EIR);
- Adopt a resolution approving Livermore General Plan 2045, subject to the revisions identified in the Errata Sheet dated July 7, 2026 (GPA 21-003);

- Introduce an Ordinance and waive the first reading adopting conforming amendments to the Livermore Zoning Map (ZMA 26-001); and
- Adopt a resolution retaining Existing General Plan Scenic Corridor Policies under separate cover until new Scenic Resources standards are considered and adopted at a future date to be determined (POL 26-002)

Principal Planner Andy Ross presented the staff report.

Mayor Marchand opened the public hearing.

Richard Andrews provided a comment.

Trish Munro provided a comment.

Matt Monterial provided a comment.

Greg Scott provided a comment.

Brian Swanson provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2026-134 certifying the Final Environmental Impact Report for the General Plan 2045 and Zoning Map Amendment and adopting California Environmental Quality Act findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

Resolution 2026-135 approving General Plan 2045 (General Plan Amendment (GPA 21-003).

Ordinance introduced adopting Development Code Amendment 26-001 amending the Zoning District Map of the City of Livermore.

Resolution 2026-136 approving Policy Proposal (POL) 26-002 for the Scenic Resources Policy to implement the General Plan 2045 Community Identity Element.

7.4 Hearing to introduce an ordinance and waive the first reading authorizing Development Agreement 24-004 to establish a framework and secure vested rights for a future residential project on approximately 50 developable acres within a 122-acre property at 3658 Las Colinas Road (Assessor Parcel Number 902-8-1). The Development Agreement does not propose or authorize a specific development project or physical

development, and future implementation actions would be subject to subsequent approvals.

Recommendation: The Planning Commission and Staff recommended the City Council:
1. Adopt a resolution finding that Development Agreement 24-004 is within the scope of the certified General Plan 2045 Environmental Impact Report (EIR) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183 and that the Agreement has no potential to cause a significant environmental effect and is, therefore, exempt under CEQA Guidelines Section 15061(b)(3); and
2. Introduce an Ordinance, and waive the first reading, authorizing the City Manager to execute Development Agreement (DA) 24-004.

Senior Planner Shannon Pagan presented the staff report.

Mayor Marchand opened the public hearing.

Matt Vining provided a comment.

Will Macedo provided a comment.

Greg Scott provided a comment.

Brian Werner provided a comment.

Kimbrely Gruidl provided a comment.

Attila Bardos provided a comment.

Jason Camara provided a comment.

Brian Swanson provided a comment.

Matt Monterial provided a comment.

Ian V. provided a comment remotely.

Jill V. provided a comment remotely.

Donna provided a comment.

Carol S. provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY VICE MAYOR WANG, WHICH INCLUDES AN AMENDMENT TO SECTION 5. OF

THE INTRODUCED ORDINANCE, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2026-137 finding that the Development Agreement 24-004 for the Adventus Las Colinas Road property is exempt from the provisions of the California Environmental Quality Act (Development Agreement 24-004).

Ordinance introduced approving a Development Agreement with Adventus for the Las Colinas Road property.

7.5 Hearing to introduce an ordinance and waive the first reading authorizing the first amendment to Development Agreement 08-002 ("Agreement") with McGrath RentCorp (DAA 26-002). The Agreement term would be extended 30 years to 2059, the Agreement boundary would be adjusted, and the Property Owner Obligations would be modified to: 1) effectuate a commercial land transfer to a high-value commercial user; and 2) secure support for 2045 General Plan and Midtown Area planning objectives.

Recommendation: The Planning Commission and Staff recommended the City Council:
1. Adopt a Resolution finding that the first amendment to Development Agreement 08-002 with McGrath RentCorp is exempt under CEQA; and
2. Introduce an Ordinance, and waive the first reading, authorizing the City Manager to execute the First Amendment to Development Agreement 08-002 with McGrath RentCorp (DAA 26-002).

Economic Development Manager Jake Potter presented the staff report.

Mayor Marchand opened the public hearing.

Brian Swanson provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2026-138 finding that the first amendment to Development Agreement 08-002 (DAA 26-002) with McGrath RentCorp is exempt under California Environmental Quality Act Guidelines Sections 15301 (Existing Facilities) and 15061(B)(3) (Common Sense).

Ordinance introduced approving the first amendment to Development Agreement 08-002 with McGrath RentCorp (Development Agreement Amendment 26-002).

8. MATTERS FOR CONSIDERATION - NONE

9. OPEN FORUM (AS NEEDED)

Mayor Marchand opened the public comment period.

There were no speakers, and the public comment period was closed.

10. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Community Resources Fair with **Tri-Valley Nonprofit Alliance (TVNPA)** Council Member Branning noted this event will be held on August 1, 2026, at Robert Livermore Community Center.

National Night Out (NNO) Vice Mayor Wang noted this event will be held on August 4, 2026.

Livermore-Pleasanton Fire Department Mayor Marchand and Vice Mayor Wang thanked them for their service to the community.

11. ADJOURNMENT – at 10:17 pm to a Regular City Council Meeting on Monday, August 10, 2026 at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
HELENA GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Adoption of Ordinance amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution and Resolution updating the list of designated positions and disclosure categories.

RECOMMENDED ACTION

Staff recommends the City Council:

1. Adopt an Ordinance, and waive the second reading, amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.
2. Adopt a Resolution updating the list of designated filers and disclosure categories in the City's Conflict of Interest Code.

SUMMARY

At its October 26, 2026 meeting, the City Council introduced an ordinance amending Section 1.28.060 of the Livermore Municipal Code to authorize the City Council to adopt and update the list of designated positions by resolution. The attached Resolution outlines changes, such as deletions, additions and title changes, to the list of designated filers.

DISCUSSION

The California Political Reform Act ("Act") requires local agencies to adopt a Conflict of Interest Code ("Code") identifying public officials, employees, and consultants required to file a Statement of Economic Interests (Form 700). The Code must identify positions that make or participate in making governmental decisions that may foreseeably have a material effect on financial interests.

Government Code Section 87306.5 requires code reviewing bodies to direct their agencies to review their Conflict of Interest Codes biennially, in even-numbered years, to determine whether amendments are necessary. If no amendments are needed, the agency must submit a certification to that effect by October 1.

If amendments are necessary, Government Code Sections 87302.3 and 87306.5 require the proposed changes to be submitted to the code reviewing body for consideration and adoption within 90 days of the notice.

As part of the 2026 biennial review, City staff evaluated the City's Code and identified necessary amendments to the list of designated filers, including additions, deletions, and position title changes.

At its September 28, 2026, meeting, the City Council adopted a resolution accepting the 2026 Biennial Notice and declaring its intent to amend the City's Conflict of Interest Code.

Subsequently, at its October 26, 2026, meeting, the City Council introduced an ordinance amending Section 1.28.060 of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution. Upon adoption, the ordinance will take effect 30 days later, on December 8, 2026.

Staff recommends that the City Council waive the second reading and adopt the ordinance amending Section 1.28.060 of the Livermore Municipal Code. Staff further recommends that the City Council adopt a resolution approving the proposed amendments to the list of designated filers under the City's Conflict of Interest Code, with an effective date of December 8, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Amended Section 1.28.060 of Chapter 1.28
2. Ordinance
3. Resolution
4. Exhibit A

Prepared by: Olivia Nashed
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

Chapter 1.28

Conflict of Interest Code

1.28.060 Designated positions

Positions involved in making or participating in governmental decisions that may foreseeably have a material effect on economic interests shall be identified. The list of designated positions shall be reviewed biennially and adopted by resolution of the City Council.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 1.28.060 OF CHAPTER 1.28, CONFLICT OF INTEREST CODE, OF THE LIVERMORE MUNICIPAL CODE TO AUTHORIZE THE ADOPTION AND AMENDMENT OF THE LIST OF DESIGNATED POSITIONS BY CITY COUNCIL RESOLUTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Purpose.* The Political Reform Act of 1974 requires state and local agencies to adopt conflict of interest codes. Chapter 1.28 of the Livermore Municipal Code establishes the City's Conflict of Interest Code and currently requires amendments to be adopted by ordinance. The proposed ordinance would establish a more efficient amendment process by authorizing the City Council to adopt and amend the list of designated positions by resolution.

Section 2. *Amendment – Municipal Code.* The Livermore Municipal Code Section 1.28.060 Conflict of Interest Code is hereby amended as follows. Deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

~~The persons listed in Appendix A[1] of this chapter are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.~~

~~[1]Editor's Note: Appendix A is included as an attachment to this title.~~

Positions involved in making or participating in governmental decisions that may foreseeably have a material effect on economic interests shall be identified. The list of designated positions shall be reviewed biennially and adopted by resolution of the City Council.

Section 3. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 6. *Effective date*. This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 26, 2026, by the following vote:

AYES: Council Members Barrientos, Branning, Dunbar, Vice Mayor Wang, and Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

The ordinance was adopted at the regular meeting of the City Council held on November 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING AN AMENDED CONFLICT OF INTEREST CODE LIST OF DESIGNATED POSITIONS AS REQUIRED BY THE CALIFORNIA POLITICAL REFORM ACT

The Political Reform Act requires local agencies to adopt a conflict of interest code and review it biennially for any changes to the reporting categories and list of filers. On November 9, 2026, the City Council of the City of Livermore adopted an ordinance amending Section 1.28.060 of Chapter 1.28, Conflict of Interest Code, of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution. That ordinance shall take effect 30 days after its adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby adopts the amended Conflict of Interest Code List of Designated Positions, attached hereto as Exhibit A, as required by the California Political Reform Act. The amended List of Designated Positions shall take effect on the date the ordinance amending Section 1.28.060 is effective.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – List of Designated Positions

Exhibit A

City of Livermore Conflict of Interest Code List of Designated Positions

POSITION	DISCLOSURE CATEGORY
ADMINISTRATIVE SERVICES DEPARTMENT	
Administrative Services Director/Treasurer (Resolution ~~2009-205)~~ 2026-174	1
Assistant Administrative Services Director (Confidential)	1
Finance Division	
Supervising Purchasing Specialist	2
~~Purchasing Specialist~~	~~2~~
Financ~~ial Services~~ Manager	2
Assistant Finance Manager	2
Accounting Supervisor	2
Human Resources Division	
Human Resources Manager (Confidential)	1
Human Resources Analyst, Senior (Confidential)	1
Human Resources Analyst II (Confidential)	1
Human Resources Analyst I (Confidential)	1
Information Technology Division	
Information Technology Manager	2
GIS Program Manager	2
Information Technology Operations Manager	2
~~Systems Administrator~~	~~2~~
Network Engineer	2
Geographic Information Services Specialist	2
Information Technology Coordinator	2
Senior Information Technology Technician	2

POSITION	DISCLOSURE CATEGORY
CITY ATTORNEY'S OFFICE	
Senior Assistant City Attorney (Confidential)	1
Assistant City Attorney (Confidential)	1
Deputy City Attorney (Confidential)	1
Risk Manager (Confidential)	1
Management Analyst I (Confidential)	1
Management Analyst II (Confidential)	1
CITY MANAGER'S OFFICE	
Assistant City Manager	1
Assistant to the City Manager (Confidential)	1
Deputy City Manager (Confidential)	1
Deputy City Manager/City Clerk	1
Management Analyst II - Confidential	1
Senior Management Analyst	2
City Clerk Division	
City Clerk	1
~~Assistant City Clerk~~	~~1~~
Deputy City Clerk	1
Management Analyst I	1
COMMUNITY DEVELOPMENT DEPARTMENT	
Administration Division	
Community Development Director	1
Assistant Community Development Director	1
Housing and Human Services Division	
Housing and Human Services Manager	2
Housing Programs Manager	2
Human Services Program Manager	2
Building Division	
Building Official	1

Senior Building Inspector	2
Building Inspector (I, II, III)	2
Plan Check Engineer	2
Permit Center Manager	2
Inspection and Neighborhood Preservation Manager	2
Neighborhood Preservation Officer	2
Engineering Division	
City Engineer	1
Assistant City Engineer	2
Assistant Engineer	2
Junior Engineer	2
Engineering Specialist	2
Civil Engineer (Junior, Assistant, Associate, and Senior)	2
Engineering Technician (Senior, Associate, and Assistant)	2
Construction Inspection Manager	2
Transportation Engineer (Senior and Associate)	2
Planning Division	
Planning Manager	1
Planner (Assistant, Associate, Senior, and Principal)	2
INNOVATION AND ECONOMIC DEVELOPMENT DEPARTMENT	
Innovation and Economic Development Director	1
Economic Development Manager	2
Economic Development Specialist	2
Airport Division	
Airport Manager	2
Assistant Airport Manager	2
Senior Management Analyst	1
LIBRARY SERVICES DEPARTMENT	
Director of Library Services	1
Assistant Library Director	2

Supervising Librar~~yian~~ Assistant	2
Library Services Manager	2
POLICE DEPARTMENT	
Police Chief	1
Police Captain	2
Police Lieutenant	2
Information Technology Coordinator	2
Police Facility and Equipment Manager	2
Police Business Services Manager	2
Police Support Services Manager	2
Police Media and Community Relations Analyst	2
Horizons	
Youth and Family Services Manager – Clinical	2
Youth and Family Services Manager – Programs	2
PUBLIC WORKS DEPARTMENT	
Administration Division	
Public Works Director	1
Assistant Public Works Director	1
Public Works Manager	2
Public Works Environmental Health and Occupational Safety Programs Manager	2
Public Works Supervisor	2
~~Airport Division~~	
~~Airport Manager~~	~~2~~
Maintenance Division	
Asset Management Specialist	2
~~Maintenance and Golf Operations~~ Maintenance Services Manager	2
Water and Water Resources Division	
Water Distribution Operations Manager	2
Water Resources Communications Representative	2

Water Resources Coordinator	2
Water Resources Division Manager	2
Water Resources Operations Manager	2
Water Resources Technical Programs Manager	2
Water Resources Source Control Inspector	2

RETIRED ANNUITANTS

Retired Annuitant – Assistant City Engineer	2
Retired Annuitant – Senior Civil Engineer	2
Retired Annuitant – Associate Civil Engineer	2
Retired Annuitant – Principal Planner	2
Retired Annuitant – Associate Planner	2
Retired Annuitant – Senior Planner	2
Retired Annuitant – Senior Management Analyst	Depending On Assignment
Retired Annuitant – Senior Human Resources Analyst	1
Retired Annuitant – Public Works Supervisor	2
Retired Annuitant – Management Analyst II	Depending On Assignment
Retired Annuitant – Deputy City Clerk	1
Retired Annuitant – Assistant City Clerk	1
Retired Annuitant – City Clerk	1
Retired Annuitant – Administrative Services Director	1
Retired Annuitant – Finance Manager	2

GENERAL CATEGORIES

These categories cross departmental lines and are designated depending upon the type of duties to which they are assigned.

Special Projects Coordinator	Depending on assignment
Management Analyst	Depending on assignment
Management Analyst II	Depending on assignment
Senior Management Analyst	Depending on assignment
Management Analyst (Confidential)	Depending on assignment

POSITION	DISCLOSURE CATEGORY
Senior Management Analyst (Confidential)	Depending on assignment
Advisory Bodies	
Airport Commission	3
Beautification Committee	3
Commission for the Arts	3
General Plan Advisory Committee	
Historic Preservation Commission	3
Housing Authority	3
Human Services Commission	3
Library Board of Trustees	3

Consultant – A person who contracts with the City to provide work that falls into one of the following categories. The disclosure category for consultant is dependent upon the type of work being performed.

1. Work of the type and/or nature that could or would be done by a designated employee identified in the City of Livermore conflict of interest code. The City Manager, or his or her designee, may find that a person need not fully comply with the disclosure requirements upon a written determination that the work and duties contracted are limited in scope and full compliance is unnecessary. The written determination shall identify what level of disclosure, if any, is required.

2. Work that involves making or participating in making decisions which may foreseeably have a material effect on a financial interest subject to the reporting requirements of the Political Reform Act.

(Ord. 2162 § 4 (Exh. A), 2024; Ord. 2137 § 3 (Exh. A), 2022; Ord. 2101 § 2 (Exh. A), 2020; Ord. 2075 § 2 (Exh. A), 2018; Ord. 2065 § 1(A), 2018; Ord. 2039 § 2(B) (Exh. A), 2016; Ord. 2033 § 1(A), 2015; Ord. 2008 § 1 (Exh. A), 2014; Ord. 1970 § 2 (Exh. A), 2012)

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the agreement with Barry & Wynn Architects, Inc. for on-call architectural services for various Capital Improvement Projects, increasing the not-to-exceed amount from $500,000 to $1,000,000 and extending the contract term through December 31, 2031

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Barry & Wynn Architects, Inc. for on-call architectural services for various Capital Improvement Projects, increasing the not-to-exceed amount from $500,000 to $1,000,000 and extending the contract term through December 31, 2031.

SUMMARY

Since March 25, 2025, Barry & Wynn Architects, Inc. has been performing work for the City of Livermore (City) under an on-call services agreement, providing on-call architectural services for various Capital Improvement Projects. The City has expended approximately $411,872 of the agreement's $500,000 not-to-exceed amount. The proposed first amendment to the professional services agreement will allow the firm to continue providing on-call architectural services for upcoming Capital Improvement Projects.

The proposed first amendment increases the total not-to-exceed amount of the on-call architectural services agreement from $500,000 to $1,000,000 and extends the term through December 31, 2031. The amendment does not change the general scope of on-call architectural services authorized under the original agreement.

DISCUSSION

The City needs a consultant to perform architectural services for facility studies and projects associated with the City's Capital Improvement Plan and subsequent updates to the program. These services include assistance with project planning, architectural analysis and technical support, cost estimates, design, and construction implementation support.

In early 2025, staff issued a Request for Qualifications (RFQ) soliciting on-call architectural services for

various Capital Improvement Projects. The City received twelve Statements of Qualifications. Following an evaluation by a selection committee, Barry & Wynn Architects, Inc. (Barry & Wynn) was ranked as the top-rated firm to provide architectural services for various capital improvement projects. The professional services agreement provides for on-call architectural services for these projects and authorizes the City Engineer to approve work tasks related to the agreement within the overall contract amount.

On March 24, 2025, the City Council adopted Resolution No. 2025-043, authorizing the City Manager to execute a $500,000 agreement with Barry & Wynn for on-call architectural services, with a term through December 31, 2029. Barry & Wynn has consistently demonstrated strong technical expertise, reasonable rates, and responsiveness in its work with the City.

Barry & Wynn currently supports the Airport Innovation Center (Project No. AR202628), Police Building Renovation (Project No. PS202316), and WRP Occupied Buildings Repairs - Administration Building (Project No. WW202322). These projects are in various stages of analysis, design development, and bidding. To date, the City has expended approximately $411,872 of the agreement's $500,000 not-to-exceed amount.

Future projects include the Civic Center Library and Maintenance Building HVAC Improvements (Project No. BL202415), Multi-Service Center Building Upgrade (Project No. BL202419), Fire Station 9 HVAC upgrades, Civic Center Library roof repairs, and preliminary analysis and cost estimates for other future projects.

Increasing the amount of the agreement and extending the term will provide sufficient contract capacity and duration for Barry & Wynn to continue delivering timely, responsive architectural services, assist City staff throughout the remaining design and construction phases of current projects, and support successful implementation of new projects in the City's Capital Improvement Plan.

The amendment increases the not-to-exceed amount from $500,000 to $1,000,000 and extends the term through December 31, 2031.

FISCAL AND ADMINISTRATIVE IMPACTS

The first amendment increases compensation by $500,000, for a total not-to-exceed amount of $1,000,000. Funding will be provided through approved project budgets in the Capital Improvement Plan, including but not limited to, the Reserve Facilities Fund, Airport Operating Fund, Sewer Replacement Fund, and the Engineering Operating Budget. No additional appropriations are required.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment with Barry and Wynn Architects, Inc.

Prepared by: Nidhi Thanki
Assistant Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT WITH BARRY & WYNN ARCHITECTS, INC. FOR ON-CALL ARCHITECTURAL SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS, INCREASING THE NOT TO EXCEED AMOUNT FROM $500,000 TO $1,000,000 AND EXTENDING THE CONTRACT TERM THROUGH DECEMBER 31, 2031

On March 24, 2025, the City Council adopted Resolution No. 2025-043, authorizing the City Manager to execute a $500,000 agreement with Barry & Wynn Architects, Inc., ("Consultant") for on-call architectural services, with a term through December 31, 2029.

Barry & Wynn currently supports the Airport Innovation Center (Project No. AR202628), Police Building Renovation (Project No. PS202316), and WRP Occupied Buildings Repairs - Administration Building (Project No. WW202322). These projects are in various stages of analysis, design development, and bidding. To date, the City has expended approximately $411,872 of the agreement's $500,000 not-to-exceed amount.

Future projects include the Civic Center Library and Maintenance Building HVAC Improvements (Project No. BL202415), Multi-Service Center Building Upgrade (Project No. BL202419), Fire Station 9 HVAC upgrades, Civic Center Library roof repairs, and preliminary analysis and cost estimates for other future projects.

Increasing the amount of agreement and extending the term will provide sufficient contract capacity and duration for Barry & Wynn to continue delivering timely, responsive architectural services, assist City staff throughout the remaining design and construction phases of current projects, and support successful implementation of new projects in the City's Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it:

1. Authorizes the City Manager to execute a first amendment to the professional services agreement with Barry & Wynn Architects, Inc. for on-call architectural services for various Capital Improvement Projects, attached hereto as Exhibit A, increasing the not-to-exceed amount from $500,000 to $1,000,000 and extending the term of the agreement through December 31, 2031.

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – First Amendment with Barry & Wynn Architects, Inc.

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2026, by and between the City of Livermore, a municipal corporation ("City"), and Barry & Wynn Architects, Inc., a California Corporation ("Consultant").

RECITALS

On March 25, 2025, City and Consultant entered into an agreement for Consultant to provide on-call architectural services for various Capital Improvement Projects for City ("Original Agreement"). Section 19 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to: (1) provide additional on-call architectural services as specified in the Original Agreement; (2) add an Exhibit "A-1"; and (3) extend the term of the Agreement through December 31, 2031. This is the first amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:

   A. Section 5(a) of the Original Agreement is amended/ to read as follows:

   Compensation and Payment

   (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $ 1,000,000 (" not-to-exceed amount").
      i. The compensation payable by the City to Consultant for the Services required by Exhibit "A" to the Original Agreement SHALL NOT EXCEED $500,000.
      ii. The compensation payable by the City to Consultant for the Services required by Exhibit "A-1" to the First Amendment SHALL NOT EXCEED $500,000.

   City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" to the Original Agreement and Exhibit "A-1" to the First Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

B. Section 6 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on March 25, 2025, and terminates upon completion of the Services or December 31, 2031, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
Steve Wynn
13BF7AA94D5440A...

10/3/2026 | 9:28 PM PDT

By: Steve Wynn
Title: Principal

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Cilley
49223792A785477...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34B3B6A748A...

Risk Manager/Analyst

Attachment:
Exhibit A-1 Revised Fee Schedule

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

Exhibit A-1

Fee Schedule

Architect:
Barry & Wynn Architects, Inc.

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal Architect	$290 / $300 / $305 / $315 / $325 / $335
Staff Architect	$215 / $225 / $230 / $240 / $250 / $260
Senior Project Manager	$215 / $225 / $230 / $240 / $250 / $260
CAD Drafting	$155 / $160 / $165 / $170 / $175 / $180
Administrator	$115 / $120 / $125 / $130 / $135 / $140

EXPENSES SCHEDULE

All outside expenses will be billed at actual Cost plus 15%, including:
Delivery Service, Reproduction, Mileage – Auto, Travel & Expenses
All Sub-Consultant fees will be billed at actual cost plus 10% up to $2,500 per Task Order.
All outside Agency fees will be billed at actual cost plus 10%

Electrical Engineering Consultant:
Capitol City Design, Inc.

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal / Electrical Engineer	$217 / $239 / $263 / $289 / $318 / $350
Project Manager / Electrical Designer	$190 / $209 / $230 / $253 / $278 / $306
CAD Technician	$127 / $140 / $154 / $169 / $186 / $205

Reimbursable Rates
Expenses beyond the ordinary scope of the project will be reimbursed at the following rate:

Outside Printing / Outside Consulting / Delivery Service	Cost plus 10%
Travel	$0.65 per mile
Hotel	$ 95 per night
In-House Printing (delivery not included)	$ 0.18 per s.f.
Plotted Originals Vellum (delivery not included)	$ 2.60 per s.f.
Electronic Files (locked or TIFF files)	$ 250 per file

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

Mechanical Engineer Consultant:
Turley & Associates Mechanical Engineering Group, Inc.

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal Engineer	$286 / $291 / $297 / $2303 / $309 / $315
Senior Engineer	$239 / $243 / $248 / $253 / $258 / $263
Senior Project Manager	$207 / $211 / $216 / $221 / $226 / $231
Project Engineer	$185 / $204 / $208 / $212 / $216 / $220
Designer	$180 / $188 / $192 / $196 / $200 / $204
Revit Technician	$200 / $204 / $208 / $212 / $216 / $220
CADD Operator	$111 / $113 / $115 / $117 / $119 / $121
Clerical	$106 / $108 / $110 / $112 / $114 / $116

Structural Engineer Consultant:
Peoples Associates Structural Engineers, Inc.

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal	$270 / $300 / $315 / $330 / $345 / $360
Associate	$240 / $270 / $280 / $295 / $310 / $325
Senior Project Manager	$220 / $250 / $265 / $280 / $290 / $305
Senior Structural Engineer	$220 / $250 / $265 / $280 / $290 / $305
Project Manager 3	$210 / $240 / $255 / $265 / $280 / $290
Project Manager 2	$200 / $230 / $245 / $255 / $265 / $275
Project Manager 1	$190 / $220 / $230 / $245 / $255 / $265
Senior Project Engineer 3	$210 / $240 / $255 / $265 / $280 / $290
Senior Project Engineer 2	$200 / $230 / $245 / $255 / $265 / $275
Senior Project Engineer 1	$200 / $220 / $230 / $245 / $255 / $265
Project Engineer 3	$180 / $210 / $220 / $230 / $245 / $255
Project Engineer 2	$170 / $200 / $210 / $220 / $230 / $240
Project Engineer 1	$160 / $190 / $200 / $210 / $220 / $230
Assistant Engineer 3	$155 / $180 / $185 / $195 / $205 / $215
Assistant Engineer 2	$150 / $175 / $180 / $190 / $200 / $210
Assistant Engineer 1	$145 / $170 / $175 / $185 / $195 / $205
Engineering Technician	$120 / $140 / $150 / $155 / $165 / $175

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

PASE (Structure Engineer) - Continue
BIM Technical Services (Revit + CAD)

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Senior BIM Technical Manager	$210 / $230 / $245 / $255 / $260 / $270
BIM Technical Manager	$200 / $220 / $230 / $245 / $ 255 / $265
Senior Quality Technician	$195 / $215 / $225 / $235 / $ 240 / $250
BIM Project Lead 2	$195 / $205 / $215 / $225 / $ 235 / $245
BIM Project Lead 1	$185 / $195 / $205 / $215 / $ 225 / $235
BIM Technician 3	$160 / $175 / $180 / $190 / $ 200 / $210
BIM Technician 2	$150 / $165 / $170 / $180 / $ 190 / $200
BIM Technician 1	$140 / $150 / $160 / $170 / $ 175 / $185

Other Services

Sub-Consultants, Special Equipment, Reproductions,
Materials, and Other Outside Charges……..AT COST + 15%
Court Appearances/Depositions (4 hours minimum).....$ 500 per hour

Hourly Billing Rates	(2027 / 2028 / 2029 / 2030 / 2031)
Vehicle Transportation:	$0.750 / $0.780 / $0.805 / $0.835 / $0.870 per mile

Civil Engineer Consultant:
KIER + WRIGHT

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal	$327 / $341 / $355 / $369 / $383 / $398
Principal Engineer	$296 / $307 / $319 / $332 / $345 / $359
Senior Engineer Manager	$272 / $283 / $294 / $306 / $318 / $331
Technical Manager	$272 / $283 / $294 / $306 / $318 / $331
Senior Engineer	$259 / $269 / $280 / $291 / $303 / $315
Engineer III	$240 / $250 / $260 / $270 / $281 / $292
Engineer II	$200 / $208 / $216 / $225 / $234 / $243
Engineer I	$167 / $174 / $181 / $188 / $196 / $204
Senior Survey Construction Manager	$266 / $277 / $288 / $300 / $312 / $324
Senior Land Surveyor	$266 / $277 / $288 / $300 / $312 / $324
Project Surveyor III	$238 / $248 / $258 / $268 / $279 / $290
Project Surveyor II	$192 / $200 / $208 / $216 / $225 / $234
Project Surveyor I	$164 / $171 / $178 / $185 / $192 / $200
Survey Coordinator	$227 / $236 / $245 / $255 / $265 / $276

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Engineering Tech III	$216 / $225 / $234 / $243 / $253 / $263
Engineering Tech II	$196 / $204 / $212 / $220 / $229 / $238
Engineering Tech I	$183 / $190 / $198 / $206 / $214 / $223
Draftsman / Survey Tech III	$168 / $175 / $182 / $189 / $197 / $205
Draftsman / Survey Tech I	$127 / $132 / $137 / $142 / $148 / $154
3-Man Survey Crew	$470 / $489 / $509 / $529 / $550 / $572
2-Man Survey Crew	$372 / $387 / $402 / $418 / $435 / $452
1-Man Survey Crew	$229 / $238 / $248 / $258 / $268 / $279
Testimony (Trial or Deposition)	$638 / $664 / $691 / $719 / $748 / $778
Project Coordinator III	$156 / $162 / $168 / $175 / $182 / $189
Project Coordinator II	$137 / $142 / $148 / $154 / $160 / $166
Project Coordinator I	$119 / $124 / $129 / $134 / $139 / $145
Engineering / Survey Intern	$70 / $73 / $76 / $79 / $82 / $85
3D Laser Scanning Crew	$456 / $474 / $493 / $513 / $534 / $555

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

Technology Integration | Low Voltage | A/V and Commissioning Consultant: GLUMAC

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Engineering Design	
Vice President	$350 / $403 / $463 / $532 / $612 / $704
Project Manager	$275 / $316 / $363 / $417 / $480 / $552
Project Engineer	$335 / $385 / $443 / $509 / $585 / $673
Designer	$250 / $288 / $331 / $381 / $438 / $504
BIM Technician	$200 / $230 / $265 / $305 / $351 / $404
CAD Technician	$150 / $173 / $199 / $229 / $263 / $302
Construction Manager	$225/ $259 / $298 / $343 / $394 / $453
Consulting	
Energy & Sustainability	$250 / $288 / $331 / $381 / $438 / $504
Lighting Design	$250 / $288 / $331 / $381 / $438 / $504
Technology Integration	$250 / $288 / $331 / $381 / $438 / $504
Commissioning	$250 / $288 / $331 / $381 / $438 / $504
Project Administration	
Project Coordinator	$175 / $201 / $231 / $266 / $306 / $352
Project Administrator	$150 / $173 / $199 / $229 / $263 / $302
Project Assistant	$100 / $115 / $132 / $152 / $175 / $201

Docusign Envelope ID: 33B21D6C-E3AB-8A74-833C-B52ED4B989E4

Cost Estimator Consultant:
Leland Saylor Associates

Hourly Billing Rates	(2026 / 2027 / 2028 / 2029 / 2030 / 2031)
Principal	$284 / $295 / $307 / $319 / $332 / 345
Director of Pre-Construction Services/Managing Estimator	$252 / $262 / $272 / $283 / $294 / $306
Senior Project Manager	$223 / $232 / $241 / $251 / $261 / $271
Senior MEP Estimator	$223 / $232 / $241 / $251 / $261 / $271
Senior Estimator	$216 / $225 / $234 / $243 / $253 / $263
Estimator II	$188 / $196 / $204 / $212 / $220 / $229
Estimator I	$152 / $158 / $164 / $171 / $178 / $185
Senior Scheduler	$223 / $232 / $241 / $251 / $261 / $271
Scheduler	$206 / $232 / $241 / $251 / $261 / $271
Technical Services	$140 / $146 / $152 / $158 / $164 / $171

Other Costs

Deposition, Mediation, Arbitration, or Trial Fee…….150% of Standard Rate
Reimbursable (lodging, travel, reproduction, Mileage @ IRS mileage rate, per diem, etc.).....At Cost
Consultants.....Cost plus 5%
Rates increase 4% annually, compounded

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing a reappropriation of $400,000 in County Measure BB - Local Streets and Roads (Fund 552) and authorizing an increase in the construction contract change order allowance with Bay Cities Paving & Grading, Inc. for roadway repairs on Portola Avenue near Tranquility Circle as part of Slurry Seal Project SM202204

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing a reappropriation of $400,000 in County Measure BB - Local Streets and Roads (Fund 552) from the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Project TC202133 to the Slurry Seal Project SM202204; and
2. Authorizing an increase in the construction contract change order allowance with Bay Cities Paving & Grading, Inc. by $400,000 to a not-to-exceed amount of $682,577 for the Slurry Seal Project SM202204 for additional roadway repairs on Portola Avenue near Tranquility Circle.

SUMMARY

In September 2026, City staff identified significant pavement cracks on the southern, eastbound side of Portola Avenue, approximately 100 feet east of Tranquility Circle. The damaged section of road has been closed to traffic. Testing was conducted and repair recommendations have been developed. Attachment 1 identifies the repair location. Staff proposes completing the repairs as a change order to Slurry Seal Project SM202204, which is currently under construction and involves similar road restoration activities. This requires reappropriating $400,000 in Measure BB roadway funds to the Slurry Seal Project and increasing the change order allowance by $400,000.

DISCUSSION

On September 29, 2026, Public Works staff identified a significant pavement crack on eastbound Portola Avenue approximately 100 feet east of Tranquility Circle. The crack extends through the bike lane and roadway, with uneven pavement in some areas. The eastbound outside lane has been temporarily closed in preparation for repairs. Attachment 1 identifies the repair location.

The City coordinated with geotechnical, civil engineers and the contractor to investigate the pavement distress and develop the repair approach. The investigation included subsurface exploration, site survey monitoring, and evaluation of nearby underground utilities. On October 7, 2026, the contractor excavated 3 test pit areas to allow the geotechnical engineer to evaluate soil conditions. At this time, based on survey data which show no significant movement of the roadway and based on the lack of a visible slide plane in the 3 test pits, the crack does not appear to be caused by an imminent global failure of the slope to the south of the road. The City will monitor the adjacent slope for signs of movement or other conditions that may indicate additional contributing factors not apparent during the initial investigation.

The cracks are most likely due to settlement of older fills placed during construction of the roadway or shrinkage of the underlying expansive clays. The recommended repair primarily includes removing the asphalt and a portion of the underlying aggregate base across the entire eastbound roadway in the location of the cracks, recompacting and installing aggregate base with 2 layers of geogrid reinforcement, replacing the curb and gutter, and then placing new asphalt.

This work will be completed as a change order to Slurry Seal Project SM202204 which is currently under construction. The Slurry Seal Project is part of the Pavement Management Program. The Project includes slurry seal, micro-surfacing, crack sealing, pavement markings, accessible curb ramp improvements, and associated roadway work to preserve pavement and extend roadway service life. City Council awarded the Slurry Seal Project construction contract to Bay Cities Paving & Grading, Inc. on June 22, 2026. Slurry Seal Project work started on August 10, 2026, and is currently scheduled to be substantial completed by February 2027.

FISCAL AND ADMINISTRATIVE IMPACTS

The Slurry Seal Project SM202204 is included in the FY 2025-30 Capital Improvement Plan. The original construction contract was $2,825,772 with a 10% change order allowance. At contract award, the City Council authorized a supplemental appropriation of $800,000 from County Measure BB - Local Streets and Roads (Fund 552) to fund the construction contract, change order allowance, inspection, and project management.

The City then received an $825,000 2026 CIP Grant for the Stanley/Isabel project (originally funded by Measure BB-Local Streets and Roads). For this reason, staff is proposing to reappropriate $400,000 of County Measure BB - Local Streets and Roads (Fund 552) from the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Project TC202133 to the Slurry Seal Project SM202204 to fund repairs.

The Slurry Seal Project currently has a change order allowance of $282,577.20,10% of the $2,825,772 construction contract. Livermore Municipal Code Section 2.68.590(B) requires City Council to approve change orders above 10% of the construction contract price. To complete the Portola Avenue repairs, an additional $400,000 in change order allowance is required increasing the contingency amount to $682,577.

The repairs restore existing roadway infrastructure and are not anticipated to materially increase annual operations and maintenance costs. Ongoing roadway maintenance will continue to be funded through the City's existing street maintenance budget.

COMMUNITY PILLAR

5. A City That Works

ATTACHMENTS

1. Location Map
2. Resolution

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:

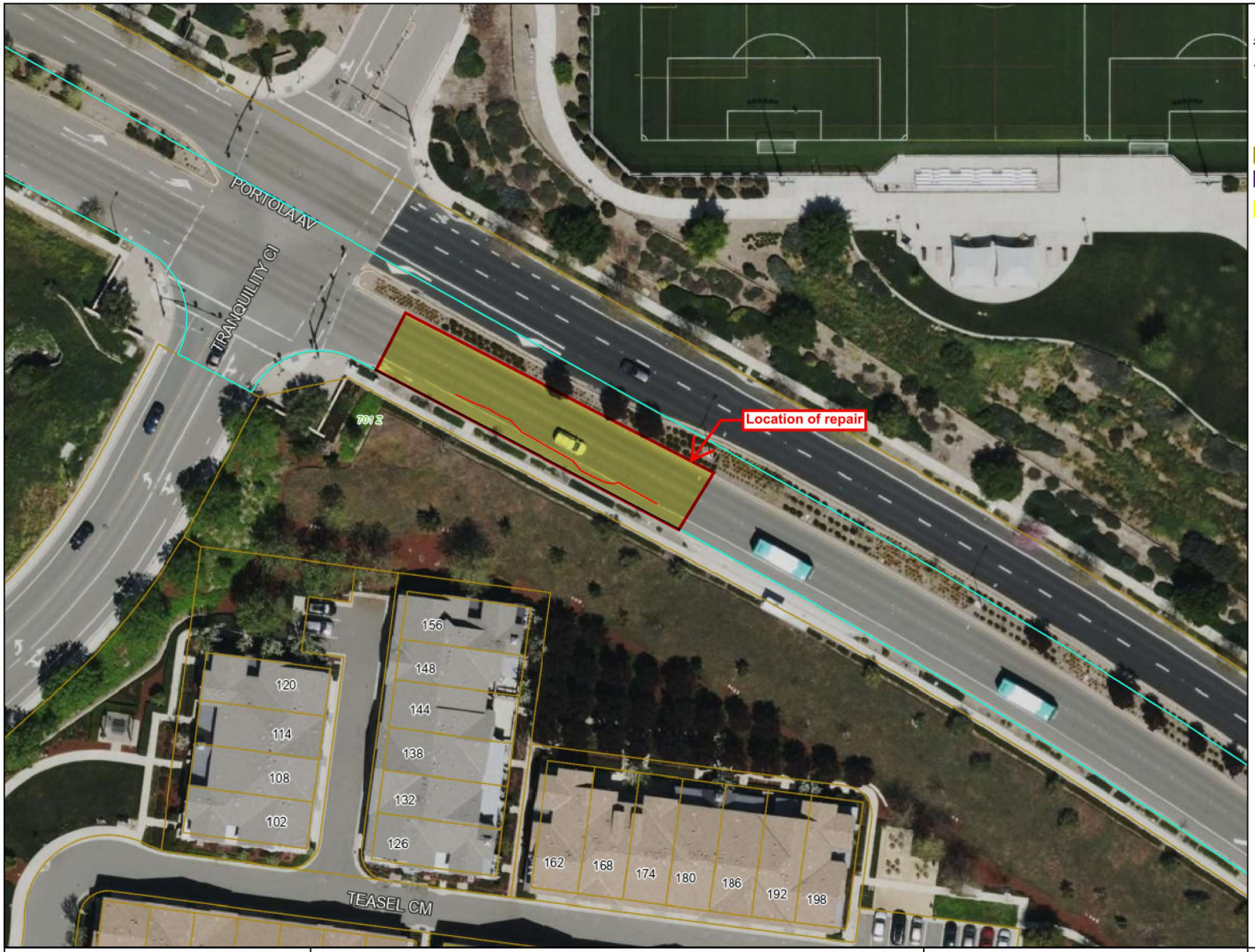


Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director



LEGEND

ALL LOCATIONS ARE APPROXIMATE

Address Type

- Primary Address
- Utility

Street Name Labels (White Font)

Parcels

Livermore City Limits

Alameda County

N

0 51 101

ft

1" = 51'

CITY OF LIVERMORE CALIFORNIA

Livermore Web Map

Date: 10/14/2026

Path: \Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A REAPPROPRIATION OF $400,000 IN COUNTY MEASURE BB - LOCAL STREETS AND ROADS (FUND 552) AND AUTHORIZING AN INCREASE IN THE CONSTRUCTION CONTRACT CHANGE ORDER ALLOWANCE WITH BAY CITIES PAVING & GRADING, INC. FOR ROADWAY REPAIRS ON PORTOLA AVENUE NEAR TRANQUILITY CIRCLE

(SLURRY SEAL PROJECT SM202204)

On June 22, 2026, the City Council of the City of Livermore ("City") awarded a construction contract to Bay Cities Paving & Grading, Inc., in an amount not-to-exceed $2,825,772 for the Slurry Seal Project SM202204 (Project).

Pavement cracking identified on eastbound Portola Avenue near Tranquility Circle requires additional repairs outside the original Project scope. The additional work includes roadway excavation and replacement and crack sealing along the Shea Sage frontage.

The Project remains in progress. An additional $400,000 reappropriation and an increased change order allowance are required to complete the added scope while preserving the remaining original change order allowance for the planned Project work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes a reappropriation of $400,000 in County Measure BB - Local Streets and Roads Fund 552 from the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Project TC202133 to the Slurry Seal Project SM202204;

2. Authorizes an increase in the construction contract change order allowance with Bay Cities Paving & Grading, Inc. by $400,000 to a not-to-exceed amount of $682,577 for the Slurry Seal Project SM202204 for additional roadway repairs on Portola Avenue near Tranquility Circle.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a Second Amendment to the Lease Agreement with the Livermore Flying Electrons and finding the project exempt from the California Environmental Quality Act.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the Second Amendment to the Lease Agreement between the City of Livermore and the Livermore Flying Electrons and the related installation of six portable above-ground 275-gallon water storage containers a portable gas-powered water pump is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15301 and that none of the exceptions in CEQA Guidelines section 15300.2 apply; and,
2. Authorizing the execution of a second amendment to the lease agreement with the Livermore Flying Electrons; and,
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the Second Amendment that are approved as to form by the City Attorney or her designee.

SUMMARY

The Livermore Flying Electrons Radio Control Club, Inc. (LFE) has operated a model aircraft facility on City-owned property near Raymond Road since 1986. The City entered into a new Lease Agreement with LFE in April 2023, followed by a First Amendment in January 2025.

LFE has requested a Second Amendment to authorize the installation of six 275-gallon water storage containers and the use of a portable gasoline-powered water pump for dust control at the existing radio-controlled car racetrack. The proposed improvements would be located within the approximately six-acre Primary Lease Area. Staff supports the proposed amendment, and LFE has accepted the City's updated insurance requirements. All other existing improvements and authorized uses would remain unchanged.

DISCUSSION

The City owns approximately 278 acres of land (the Property) generally bounded by Raymond Road, Ames Street, Lorraine Street, and Hartford Road (Extension), Assessor's Parcel Numbers 902-0003-003-01 and 902-0003-004-03 as depicted in Attachment 1, Location Map.

The Livermore Flying Electrons Radio Control Club, Inc. (LFE) has been operating a model aircraft facility on the Property since 1986, originally under a Property Use Agreement between the City and LFE that ended in 2005. From 2005 until 2020, LFE leased the Property from the Livermore Area Recreation and Park District (LARPD) based upon an agreement between the City and LARPD to manage and sub-lease the Property to LFE. On April 25, 2023, the City entered into a new Lease Agreement (Agreement) with LFE to allow LFE to continue operating the Raymond Road Model Aircraft Facility on the Property.

The Property that is the subject of the Agreement includes an approximately six-acre Primary Lease Area (PLA) and an Avigation Area covering the entire 278 acres of the site. Both components are described and illustrated in Attachment 1, Location Map.

On January 17, 2025, the City and LFE entered into the First Amendment to the Lease Agreement, which was recorded on March 24, 2025, under record series 2025039961 in the Alameda County Recorder's Office.

On April 15, 2026, LFE contacted the City requesting a second amendment to the Agreement to add six 275-gallon water storage containers within the improvements of the PLA adjacent to their radio control car racetrack, along with a portable gas-powered water pump to be used for dust control around the racetrack area. Staff has reviewed the proposed improvements and supports the requested amendments, and LFE has accepted the City's updated insurance requirements based upon the improvements. All other existing improvements within the PLA as depicted in Exhibit C of the original Agreement and Exhibit C-1 of the First Amendment to the Agreement will remain the same.

FISCAL AND ADMINISTRATIVE IMPACTS

LFE shall continue to pay the City rent for the Property in the amounts of $500 annually for the initial five years, $600 annually for the second five years, and $700 annually for the remaining term of the Agreement.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Flying Electrons Second Amendment Lease Agreement

Prepared by: Mike Pato
Sr. Management Analyst (Ret. Ann.)

Approved by:



Marianna A. Burch
City Manager

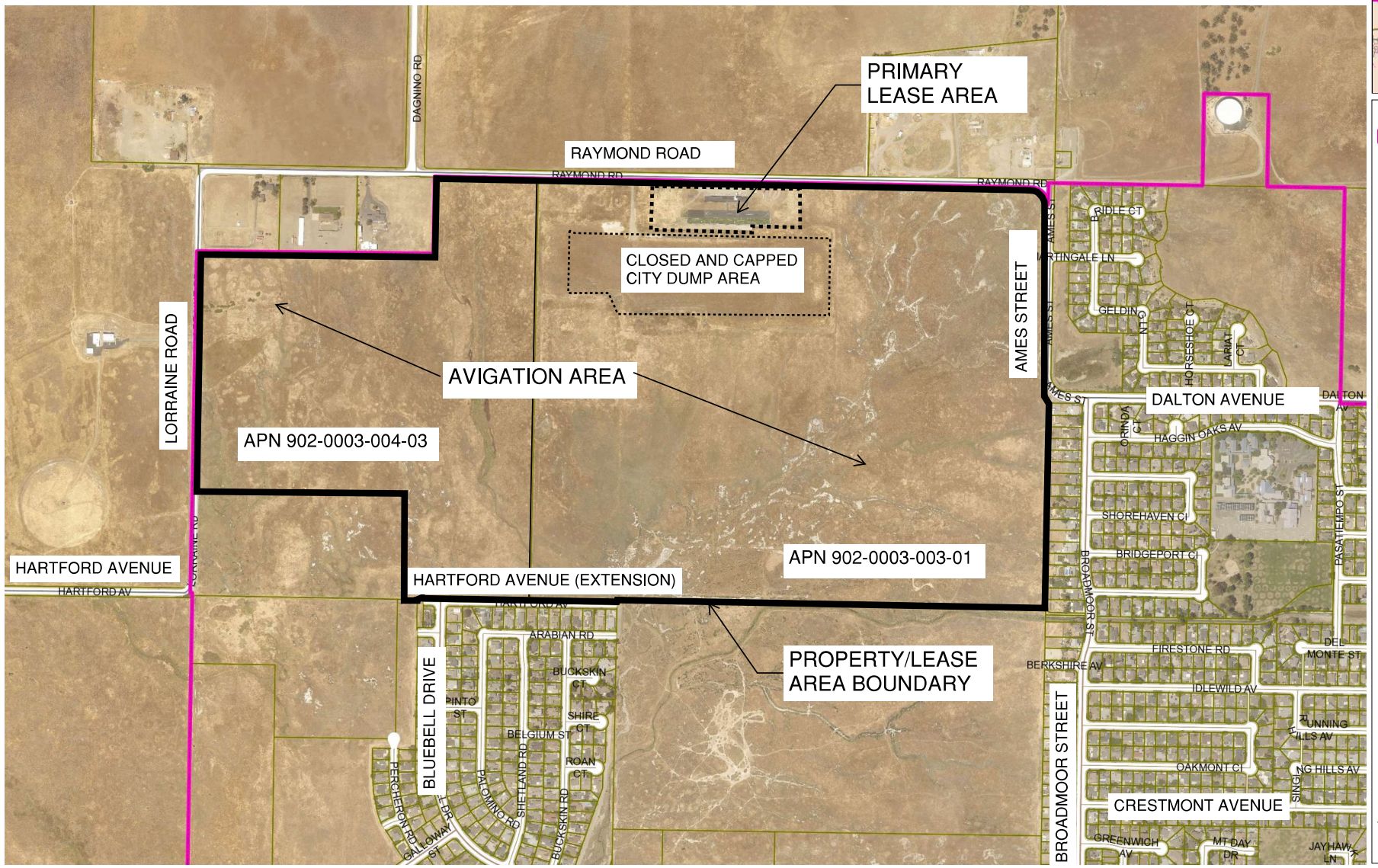
Fiscal Review by:

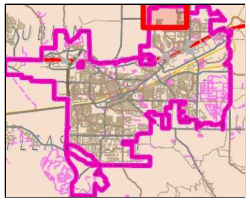


Dustin Claussen
Administrative Services Director

LIVERMORE
CALIFORNIA

LOCATION MAP





Legend

- City Limits
- Major Streets (> 62,500)
- Collector Street Names (2500-
- Local Street Names (2500-125
- Street Centerline
- Interstate
- Other Freeway or Expressway
- Principal Arterial
- Collector
- Local
- Ramp
- Private Streets
- Railroad
- Road Casings
- Private
- Public
- Parcels

1:7,032

1,172.0 0 585.99 1,172.0 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Information Technologies, GIS Division, City of Livermore

Date Printed: 2/3/2023

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The City of Livermore is not responsible for misuse or errors or omissions on this map. All information should be confirmed.

Notes

ATTACHMENT 1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE LIVERMORE FLYING ELECTRONS AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

On April 24, 2023, the City Council adopted Resolution No. 2023-065, authorizing the City Manager to execute a lease agreement with the Livermore Flying Electrons Radio Control Club, Inc. ("LFE") to use a portion of real property located along Raymond Road between Lorraine Street and Ames Street for, among other things, flying radio-controlled aircraft and operating radio-controlled cars ("Lease"). The Lease was executed by the City Manager on April 25, 2023 and a memorandum of lease agreement was recorded under Series No. 2023127146, dated October 27, 2023, Official Records of Alameda County, California. At the time the Lease was executed, there were existing improvements on the leased premises, including a landing and take-off surface, a dirt track for radio control cars, auto parking, chemical restroom facilities, spectator bleachers, and other facilities related to the use of remote-control model aircraft and cars.

On January 13, 2025, the City Council adopted Resolution No. 2025-002, authorizing the City Manager to execute a first amendment to the Lease to (1) allow new improvements on the leased premises to accommodate LFE's new venture—the Young Flying Electrons—and (2) update the minimum insurance requirements ("First Amendment"). The First Amendment was executed by the City Manager on January 17, 2025 and recorded under Series No. 2025039961, dated March 24, 2025, Official Records of Alameda County, California.

LFE now desires to add six portable above-ground 275-gallon water storage containers on the leased premises adjacent to the radio-controlled car racetrack and a portable gas-powered water pump to be used for dust control around the racetrack area. Pursuant to Section 3.1(A) of the Lease, as amended, LFE has presented the additional improvements to the City for review and approval, and staff has reviewed and approved the additional improvements and recommends a corresponding amendment to the Lease to: (1) include the new improvements in Section 3.1(A), *Improvements*, of the Lease; (2) require compliance with all laws relating to the storage and operation of fuel-powered equipment and water storage facilities; (3) give the City an option to require removal of the new improvements upon the expiration or earlier termination of the Lease; (4) replace Exhibit C-1, *Amended Primary Lease Area Improvements*, with Exhibit C-2, *Second Amended Primary Lease Area Improvements*; and (5) update the minimum insurance requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Finds, after considering the written record and all public comments, and based on its own independent judgment, that the Second Amendment to the Lease Agreement between City of Livermore and the Livermore Flying Electrons and the related installation of six portable above-ground 275-gallon water storage containers and a portable gas-powered water pump is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301, *Existing Facilities*, because the project consists of minor alterations to an existing recreational facility and the installation of the portable, above ground water storage containers and a portable gas-powered water pump constitutes a negligible expansion of the existing use and none of the exceptions in CEQA Guidelines section 15300.2, *Exceptions*, apply.

2. Authorizes the City Manager, or her designee, to execute the Second Amendment to the Lease Agreement between City of Livermore and the Livermore Flying Electrons, attached hereto as Exhibit A ("Second Amendment").

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the Second Amendment that are approved as to form by the City Attorney or her designee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Second Amendment to the Lease Agreement between City of Livermore and the Livermore Flying Electrons

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $
SURVEY MONUMENT FEE $
R&T Code 11911Value or consideration is that than $100

Computed on the consideration or value or property conveyed: OR
Computed on the consideration or value less liens or encumbrances. Remaining at time of sale.

APN's: 902-0003-003-01
& 902-0003-004-03

SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN CITY OF LIVERMORE AND THE LIVERMORE FLYING ELECTRONS

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN CITY OF LIVERMORE AND THE LIVERMORE FLYING ELECTRONS is made as of this ____ day of _____, 2026, by and between the Livermore Flying Electrons Radio Control Club, Inc. ("LFE"), the lessee, and the City of Livermore, a municipal corporation ("City"), the lessor.

RECITALS

A. On April 25, 2023, City and LFE entered into a Lease Agreement (the "LEASE"). On October 9, 2023, City and LFE executed a Memorandum of Lease Agreement that was recorded October 27, 2023, under record series 2023127146 in the office of Alameda County Recorders memorializing the executed Lease.

B. The leased site is an approximately 300 x 900-foot Primary Lease Area (PLA) along Raymond Road between Lorraine Street and Ames Street, and an approximately 278-acre Avigation Area, all as described and shown in Exhibit A ("Property").

C. The Lease contains terms and conditions allowing for operation of a radio control club with activities including the flying of radio-controlled aircraft and operating radio-controlled cars by club members, and retrieval of the radio-controlled aircraft within the

City-owned parcels located along Raymond Road between Lorraine Street and Ames Street (APNs: 902-0003-003-01; 902-0003-004-03) (hereinafter "Property")).

D. On January 17, 2025, City and LFE entered into the First Amendment to the Lease Agreement that was recorded on March 4, 2025, under record series 2025039961 in the office of Alameda County Recorder's Office.

E. As part of the First Amendment, LFE contacted City requesting to make changes and or improvements to the PLA to accommodate LFE's new venture as part of their organization called the Young Flying Electrons.

F. On April 15, 2026, LFE contacted City requesting to add six (6) 275-gallon water storage containers within the improvements of the PLA adjacent to their radio control car racetrack, along with a portable gas-powered water pump to be used for dust control around the racetrack area. The Lease requires that if LFE wishes to make changes or improvements within the PLA, LFE is required to notify City and amend the Lease accordingly to reflect the requested changes and or improvements to the Property upon City approval.

G. The Lease also requires that LFE is responsible for all costs associated with the proposed improvements including the costs of any required permits. City has reviewed and approved the requested changes as described in Exhibit C-2, Second Amended Primary Lease Area Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and LFE hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Section 3, Paragraph 3.1A. under Improvements is hereby amended to read as follows: There are existing improvements to the Property, as part of the original lease and the first amendment to said lease within the PLA including but not limited to a landing and take-off surface, a dirt track for radio control cars, auto parking, chemical restroom facilities, spectator bleachers, and other facilities related to the use of remote-control model aircraft and cars. The following improvements are hereby included and made part of the existing improvements within the PLA:

A. Installation of six (6) new aboveground 275-gallon water storage containers including a new portable gas-powered water pump to spray water over the radio control car dirt track area for dust control.

B. LFE shall comply with all applicable federal, state and local requirements relating to storage and operation of fuel-powered equipment and water storage facilities, including requirements of the Bay Area Air Quality Management District. All electrical improvements

shall be installed and maintained in compliance with state and local building and electrical code requirements.

C. Upon the expiration or termination of the Lease, City may require LFE to remove any improvements installed pursuant to this Second Amendment and restore the Property to a condition acceptable to City.

For location and description of the above noted improvements, see attached Exhibit C-2, Second Amended Primary Lease Area Improvements. These existing and new improvements are allowed to remain and are required to be properly maintained by LFE for the term of the Lease. Any proposed additional new improvements shall be presented to the City for review and approval prior to the installation of the improvements

All existing and any approved future improvements shall be limited to being installed within the PLA only.

D. The potential environmental impacts of this Agreement have been evaluated by the City pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 et seq. Pursuant to CEQA, the City Council determined that this Agreement is categorically exempt from CEQA under CEQA Guidelines §15301 Existing Facilities. The City Council has further determined that none of the exceptions to the categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply to this Agreement.

2. Section 6, Paragraph 6.1 under Improvements Insurance requirements is hereby amended to read as follows:

LFE shall maintain insurance in the amounts and under the terms set forth in Exhibit "B-2" Second Amended Insurance Requirements attached, naming the City as an additional insured.

All Exhibits amended or added under this section are attached to and incorporated into this Agreement. All Exhibits not explicitly amended by this Agreement remain in full force and effect.

3. Continuing Effect. These amendments are prospective and except as amended above, the lease and the First Amendment to the Lease remains in full force and effect. This Second Amendment does not relieve the parties of the terms and conditions of the original Lease nor the First Amendment to the Lease as written and in effect.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Lease Agreement as of the dates set forth below.

Signatures. (Shall be notarized):

LESSOR:
City of Livermore
A municipal corporation

Dated: _____

_____
By: Marianna A. Burch, City Manager

APPROVED AS TO FORM

By: _____
Senior Assistant City Attorney

APPROVED AS TO INSURANCE:

_____
Jas Sidhu
Risk Manager

LESSEE:
Livermore Flying Electrons Radio Control Club, Inc.

Dated: _____

_____ 10/2/2024

By: Anthony J. Raymond

Title: President

Exhibit A – Property
Exhibit B-2 – Second Amended Insurance Requirements
Exhibit C-2 – Second Amended Primary Lease Area Improvements

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Alameda)

On 2 October 2026 before me, K. Aponte, Notary Public,
(here insert name and title of the officer)

personally appeared Anthony J. Raimondi,

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.

K. APONTE
COMM. #2535336
Notary Public - California
Alameda County
My Comm. Expires Nov. 10, 2029

WITNESS my hand and official seal.

Signature K. Aponte (Seal)

Optional Information

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

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

Additional Information

Method of Signer Identification

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

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

Notary contact: _____

Other

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

☐ _____

© Copyright 2007-2018 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

EXHIBIT A
Sheet 1 of 2
LEGAL DESCRIPTION
TO ACCOMPANY THE LEASE AGREEMENT
BETWEEN THE CITY AND LIVERMORE FLYING
ELECTRONS RADIO CONTROL CLUB INC.

RAYMOND ROAD MODEL AIRCRAFT FACILITY

Real Property situate in the City of Livermore, County of Alameda, State of California, being a portion of the South½ of Section 27, Township 2 South, Range 2 East, Mount Diablo Base and Meridian, as follows:

An approximately 300-foot x 900-foot, PRIMARY LEASE AREA (PLA), for the construction and maintenance of a landing and take-off surface, a dirt track for radio control cars, auto parking, chemical restroom facilities, spectator bleachers, and other facilities related to the use of remote-control model aircraft and cars over and upon a parcel of land described as follows:

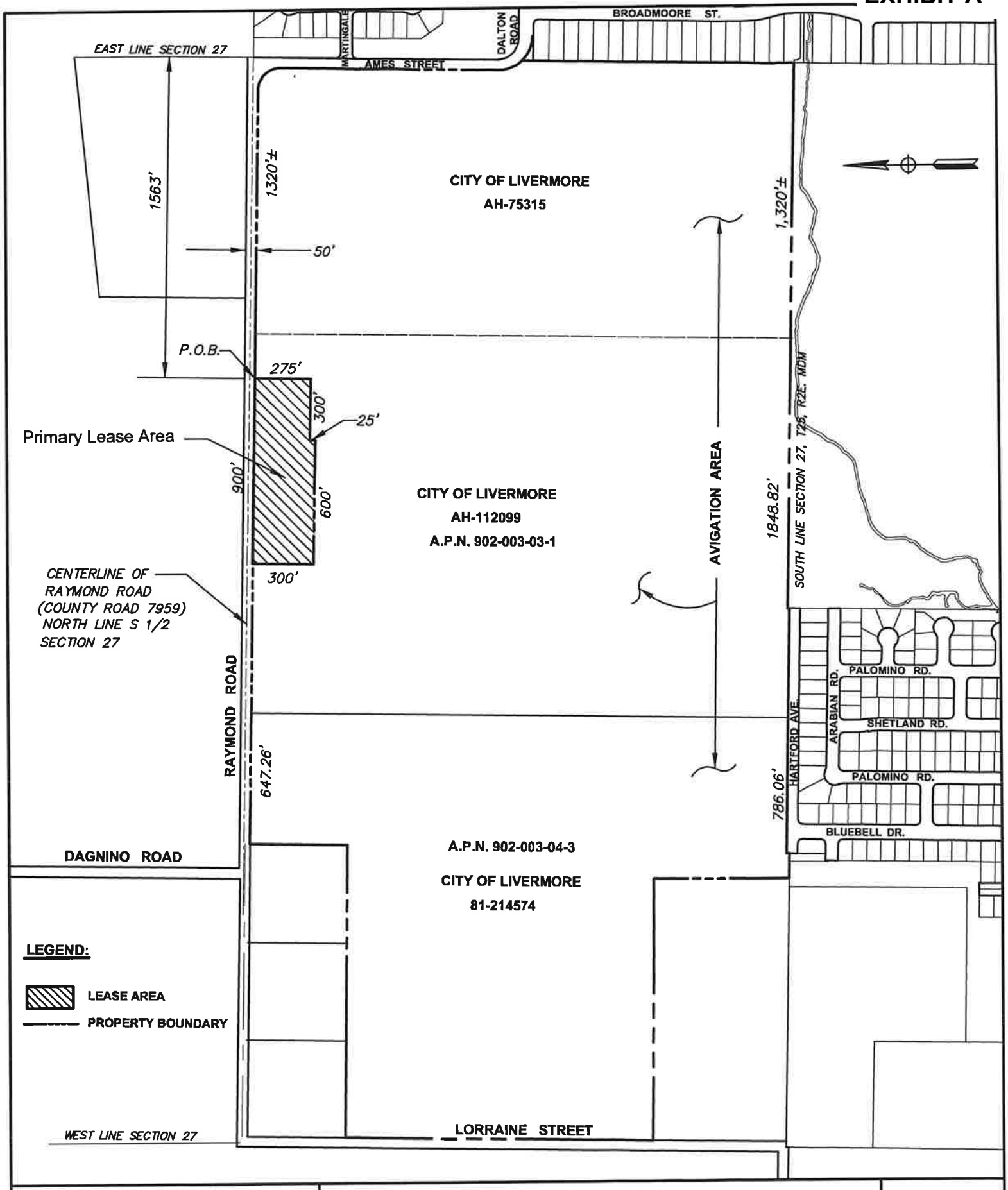
Beginning at a point on the southern right of way line of Raymond Road (County Road No, 7959, 50 feet wide), located West, 1563 feet along said line from the East Line of the hereinabove described Section 27, said point being at the intersection of said southern line of Raymond Road with the fence marking the eastern line of said approximately 300 x 900 foot PLA; thence from said point of beginning continuing along said southern line of Raymond Road, West, 900 feet; Thence, South, 300 feet; thence, East, 600 feet; thence, North, 25 feet; thence East 300 feet; thence, North, 275 feet to the Point of Beginning.

Together with, an AVIGATION AREA, for the flights of Model Aircraft in the Airspace above the lands of the Avigation Area and retrieval of the Model Aircraft within the Avigation Area, described as follows:

All that certain Real Property situate on the South½ of Section 27, Township 2 South, Range 2 East, Mount Diablo Base and Meridian, conveyed to the City of Livermore by the Grant Deed recorded August 25, 1953, in Book 7115 of Official Records at Page 369, under Series No. AH-75315, by the Grant Deed recorded December 24, 1953, in Book 7112 of Official Records at Page 417, under Series No. AH-112099 and by the Grant Deed recorded December 28, 1981, under Series No. 81-214574, Official Records of Alameda County,

Containing a total of 278.06 Acres, more or less.

EXHIBIT A



CITY OF LIVERMORE CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

EXHIBIT "A"

PLAT TO ACCOMPANY DESCRIPTION
IN THE 1/2 SE.27,T25,R2E
RAYMOND ROAD MODEL AIRCRAFT FACILITY
LEASE BETWEEN FLYING ELECTRONS AND THE CITY OF LIVERMORE

EXHIBIT B-2 SECOND AMENDED INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $2,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

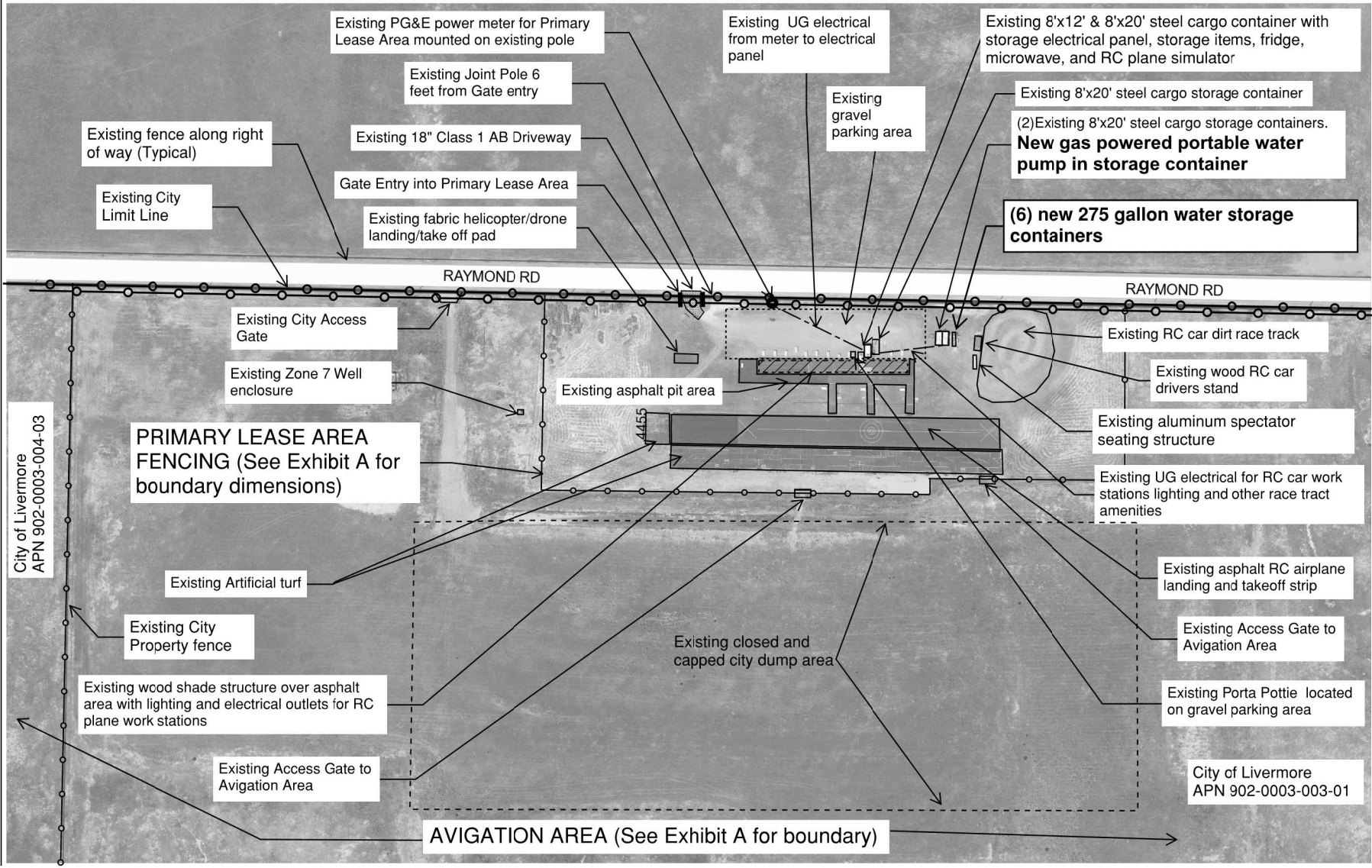
EXHIBIT C-2

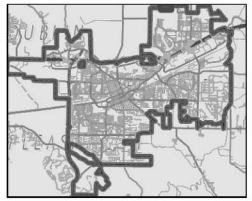
SECOND AMENDED PRIMARY LEASE AREA IMPROVEMENTS

AN ORIGINAL LEGIBLE COPY OF THIS EXHIBIT CONSISTING OF FOUR PAGES CAN BE FOUND ON FILE WITH THE RECORDED DOCUMENT IN THE OFFICE OF THE CITY CLERK – 1052 SOUTH LIVERMORE AVENUE., LIVERMORE CA 94550

LIVERMORE
CALIFORNIA

EXHIBIT C-2 - SECOND AMENDED PRIMARY LEASE AREA IMPROVEMENTS





Legend
- City Limits
- Street Names (0-2500)
- Buildings
- Street Improvements
  - CurbGutter
  - Landscape
  - Median
  - Sidewalk
- Road Casings
  - Private
  - Public
- Parcels

1: 1,758

0 0 146.50 293.0 Feet

_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
mation Technologies, GIS Division, City of Livermore

Date Printed: 2/3/2023

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The City of Livermore is not responsible for misuse or errors or omissions on this map. All information should be confirmed.

Notes

EXHIBIT A

EXHIBIT C-2

SECOND AMENDED PRIMARY LEASE AREA IMPROVEMENTS



EXHIBIT C-2 SECOND AMENDED PRIMARY LEASE AREA IMPROVEMENTS



PORTABLE GAS POWERED WATER PUMP

EXHIBIT C-2 SECOND AMENDED PRIMARY LEASE AREA IMPROVEMENTS

PRIMARY LEASE AREA IMPROVEMENT INVENTORY

1. Surfacing				
	a. 2"/4" AC	sf	33,500	
(Exist AB driveway)	b. 18"ab/95%cbase driveway entrance	sf	585	
(Exist AB driveway)	c. 2x6 inch redwood hdrs	lf	121	
	d. Gravel Parking Area	sf	19,785	
	e. 6"x 6"x 8' RW Bumper Stops	ea	25	
	f. Astro Turf Material	sf	21,160	
2. Pit Area				
	a. 8 ft Wood Structure w/sun shade material	sf	4,600	
	b. 120 volt GFCI power outlets	ea	38	
	c. Audio Speaker Outlets w/wiring	ea	5	
	d. 4' x 8' wood tables	ea	28	
	e. 4' x 4' wood tables	ea	3	
	f. Airplane Startup Stands	ea	5	
	g. Plastic Chairs	ea	21	
	h. Camera Boxes	ea	4	
	i. Cameras (for online viewing)	ea	12	
3. Fencing				
	a. 3 wire barbed-wire fence w/T-posts	lf	1,500	
	b. 3-wire gate	ea	2	
	c. 4' CL fence	lf	289	
	d. 16' Swinging Gate Assembly w/lock	ea	1	
	e. Plastic Environ Fencing w/T-posts	lf	220	
4. Steel "Containers"				
	a. 8'x12' container	ea	1	
	b. 8'x20' container	ea	1	
	c. Electrical Power Panel/Breaker Box - 125 Amp	ea		
5. Car Track				
	a. Elevated Pilot Platform - Wood	ea	1	
	b. Viewing Grandstand - Aluminum	ea	1	
	c. 120 volt GFCI power outlet	ea	1	
	d. 120 volt service to 20' container	lf	130	
	e. 275 gallon water storage containers	**ea**	**6**	**(New added tanks)**
6. Electric Service - Main				
	a. Service Pole w/96' service line	ea	1	
	b. Meter Box - PG&E	ea	1	
	c. Electrical Power Panel/Breaker Box - 100 Amp	ea	1	
	d. 2-120 volt service to 12' container (Hooch #1)	lf	165	
	e. 2-120 volt service to 20' container (Training)	lf	35	
	f. 2-120 volt service to 20' container (BBQ Equip)	lf	30	
7. Miscellaneous				
	a. Flagpole - 45'	ea	1	
	b. Portable Toilet	ea	1	
	c. Verizon Mobil Internet Connection	ea	1	
	d. Fire Extinguisher - 5# Dry Chemical	ea	5	
	e. Fire Extinguisher - 2.5 Gal Water	ea	4	
	f. BBQ	ea	1	
	g. Flat Grills	ea	2	
	h. Gas powered portable water pump for new water storage tank	**ea**	**1**	**(New added pump)**

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing the submittal of an application to, acceptance of an allocation of funds from, and execution of a grant agreement with, the California Department of Transportation for an Airport Improvement Program Matching Grant associated with FAA AIP Grant no. 3-06-0123-035-2026, Pavement Maintenance Management Plan, in the amount of $12,730.00.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the submittal of an application to, acceptance of an allocation of funds from, and execution of a grant agreement with, the California Department of Transportation for an Airport Improvement Program Matching Grant associated with FAA AIP Grant no. 3-06-0123-035-2026, Pavement Maintenance Management Plan, in the amount of $12,730.00, and authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

SUMMARY

The City has accepted a $254,600 Federal Aviation Administration (FAA) grant to update the Livermore Municipal Airport's (Airport) Pavement Maintenance Management Plan (Pavement Plan). The Pavement Plan will evaluate the condition of the Airport's paved surfaces and identify maintenance and rehabilitation priorities necessary to preserve the pavement system and maintain eligibility for future Airport grants.

The federal grant will fund 95 percent of the $268,000 eligible project cost. The California Department of Transportation's State Airport Improvement Program (AIP) may provide a matching grant equal to five percent of the federal grant, or $12,730. If awarded, the federal and state grants will provide $267,330 toward the project, and the remaining $670 will be funded through the Airport Enterprise Fund.

Approval of this item will authorize the City Manager, or her designee, to submit the state matching grant application and required supporting documentation, accept the grant allocation, and execute the grant agreement after it is transmitted by the California Department of Transportation.

DISCUSSION

Pavement Maintenance Management Plan

The Airport is a public-use airport owned and operated by the City of Livermore (City or Airport Sponsor). The City undertakes routine capital infrastructure and planning projects to maintain the Airport and keep it operational.

The FAA requires airport sponsors receiving federal airport development assistance to maintain an effective pavement maintenance management program. The Pavement Plan evaluates pavement conditions, identifies maintenance and rehabilitation needs, and assists the City in prioritizing improvements that preserve the Airport's pavement system at the lowest practicable cost.

The Airport's existing Pavement Plan was completed in 2021 and must be updated to maintain compliance with federal grant requirements and support the Airport's continued eligibility for future federal and state funding

On September 14, 2026, the City Council authorized acceptance of FAA Grant No. 3-06-0123-035-2026 in the amount of $254,600 for the Pavement Plan update. The federal grant represents 95 percent of the project's $268,000 eligible cost.

The California Department of Transportation (DOT) administers the State AIP, which provides matching funds for qualifying federally funded airport projects. For eligible projects, the State may provide an amount equal to five percent of the federal grant award. Based on the City's $254,600 federal grant, the City is eligible to apply for up to $12,730 in State matching funds.

Receipt of the State matching grant would result in the following funding for the eligible project cost:

- Federal Aviation Administration grant: $254,600
- California DOT State AIP matching grant: $12,730
- Airport Enterprise Fund: $670
- Total eligible project cost: $268,000

Application and Grant Process

The California DOT requires the City to submit a State AIP Matching Grant application and supporting documentation, including the City Council resolution authorizing the application and acceptance of the grant, the executed FAA Grant Agreement, applicable environmental documentation, Airport Layout Plan information, and the City's current California Aid to Airports Program Certification.

Adoption of the proposed resolution will authorize the City Manager and her designee(s) to execute and submit the State AIP Matching Grant application and supporting documentation to the California DOT, including the application attached to the resolution as Exhibit A and the California Aid to Airports Program Certification attached as Exhibit B. The resolution will also authorize the City Manager, or her designee, to accept a State grant allocation not to exceed $12,730 and execute the State AIP Matching Grant agreement and related grant documents in substantial conformance with the sample agreement attached to the resolution as Exhibit C and in a form approved by the City Attorney or her designee. The City Manager, or her designee, will also be authorized to take actions necessary and appropriate to carry out the resolution, including minor changes to the grant application, supporting documents, grant

agreement, or related grant funding documents that do not materially increase or alter the City's obligations.

Following City Council adoption of the resolution, staff will submit the application and required supporting documentation to the California DOT. If the application is approved and matching funds are allocated, the California DOT will transmit the State AIP Matching Grant agreement to the City for execution by the City Manager or her designee. The State matching funds will then be applied toward the eligible costs of the Pavement Plan update.

ENVIRONMENTAL DOCUMENTATION

The acceptance of State AIP Matching Grant funds and appropriation of those funds to prepare the Pavement Plan does not constitute a project under the California Environmental Quality Act (CEQA) Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Pavement Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

The eligible project cost is $268,000. The FAA grant will provide $254,600, and the proposed State AIP matching grant will provide up to $12,730. If the City receives the full $12,730 State matching grant, the remaining $670 will be provided through the Livermore Municipal Airport Enterprise Fund. Acceptance of the State matching grant will reduce the amount of local Airport Enterprise Fund revenue required to complete the eligible project.

Funding Source	Amount
Federal Aviation Administration Grant	$254,600
California Department of Transportation AIP Matching Grant	$12,730
Airport Enterprise Fund (600)	$670
Total	$268,000

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. FAA Grant Agreement Pavement Plan
2. Resolution
3. Exhibit A - State Grant Agreement Application - Pavement Plan
4. Exhibit B - 2027 CAAP Certification
5. Exhibit C - State AIP Grant Sample

Prepared by: Benedict Stuth
Airport Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director

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**

August 20, 2026

Mr. Paul Spence
Assistant City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dear Mr. Paul Spence:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0123-035-2026 at Livermore Municipal 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 15, 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. Lemuel del Castillo, (925) 546-6440, lemuel.del.castillo@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
Amy Choi (08/20/2026 08:57:50 PDT)

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: August 20, 2026

Airport/Planning Area: Livermore Municipal Airport

Airport Grant Number: 3-06-0123-035-2026

Unique Entity Identifier: KGBMZK3CQF36

TO: City of Livermore

(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 12, 2026, for a grant of federal funds for a project at or associated with the Livermore Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Livermore Municipal Airport (herein called the "Project") consisting of the following:

Update Pavement Management Plan

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 $254,600.

   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
   $254,600 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 15, 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 March 11, 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.

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 (08/20/2026 08:57:50 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 15, 2026

City of Livermore
(Name of Sponsor)

Paul Spence
Paul Spence (09/15/2026 11:04:24 PDT)
(Signature of Sponsor's Authorized Official)

By: Paul Spence
(Typed Name of Sponsor's Authorized Official)

Title: Assistant 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, Kimberly Cilley, 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 15, 2026

By: Kimberly Cilley (09/15/2026 12:57:50 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 Livermore**), 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 12, 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).

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO, ACCEPTANCE OF AN ALLOCATION OF FUNDS FROM, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM MATCHING GRANT ASSOCIATED WITH FAA AIP GRANT NO. 3-06-0123-035-2026, PAVEMENT MAINTENANCE MANAGEMENT PLAN

The Livermore Municipal Airport is a public-use airport owned and operated by the City of Livermore, the "airport sponsor," and is subject to the jurisdiction and requirements of the Federal Aviation Administration ("FAA"). The FAA requires airport sponsors to maintain a current pavement maintenance management plan ("Pavement Plan") as a condition of eligibility for Airport Improvement Plan ("AIP") grants. The City's existing Pavement Plan must be updated to maintain eligibly for future federal and state funding.

On September 14, 2026, the City Council adopted Resolution No. 2026-158 which, among other things, authorized the City Manager, or her designee, to execute an AIP grant agreement with the United States of America, acting through the FAA, for $254,600 in federal funding to update the Pavement Plan (the "Grant Agreement"). On September 15, 2026, the Assistant City Manager executed the Grant Agreement, which was assigned FAA AIP Grant No. 3-06-0123-035-2026, thereby accepting the grant.

Pursuant to Section 21683.1 of the Public Utilities Code, the California Department of Transportation ("Caltrans") may, upon acceptance of a federal grant offer by a public agency and an allocation of funds by the California Transportation Commission, provide a portion of the local match for federal AIP grants in an amount equal to five percent of eligible FAA AIP grants ("State AIP Matching Grant"). As a result of executing the Grant Agreement, the City is now eligible to apply for a State AIP Matching Grant with a maximum State participation amount of $12,730 for the Pavement Plan project.

To receive a State AIP Matching Grant, Caltrans requires that the City Council authorize the: (1) submittal of an application and associated supporting documentation; (2) acceptance of an allocation of State AIP Matching Grant funds; and (3) execution of the associated grant agreement for the State AIP Matching Grant funds for the Pavement Plan associated with FAA AIP Grant No. 3-06-0123-035-2026.

The acceptance of a State AIP Matching Grant and appropriation of those funds to prepare the Pavement Plan does not constitute a project under the California Environmental Quality Act ("CEQA") Section 21065 and CEQA Guidelines Section 15378. The appropriation of funds for preparation of the Pavement Plan does not have the potential for resulting in either a direct or a reasonably foreseeable indirect physical change to the environment. Therefore, no environmental review under CEQA is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Authorizes the City Manager, and her designee(s), to execute and submit to Caltrans a grant application and supporting documents, including, without limitation, the "California Aid to Airports Program (CAAP) State Matching Grant for FAA Airport Improvement Program – Application," attached hereto as Exhibit A, and the "California Aid to Airports Program (CAAP) Certification," attached hereto as Exhibit B, for a State AIP Matching Grant associated with FAA AIP Grant No. 3-06-0123-035-2026 to update the Pavement Plan, with a maximum State participation amount of $12,730.

2. Authorizes the City Manager, or her designee, to accept an allocation of State AIP Matching Grant funds in an amount not to exceed $12,730 to update the Pavement Plan.

3. Authorizes the City Manager, or her designee, to execute the State AIP Matching Grant agreement, in substantial conformance with the sample agreement attached hereto as Exhibit C and in a form approved by the City Attorney or her designee, and related grant documents to update the Pavement Plan.

4. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the grant application, supporting documents, grant agreement, or related grant funding documents that do not materially increase or alter the obligations of the City.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – CAAP State Matching Grant for FAA Airport Improvement Program-Application
Exhibit B – CAAP Certification
Exhibit C – Sample State AIP Matching Grant Agreement

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

EXHIBIT A

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)
STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOT DOA-0012 (REV 07/2026)

PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

AIRPORT INFORMATION

PUBLIC ENTITY	AIRPORT NAME	COUNTY
City of Livermore	Livermore Municipal Airport	Alameda

CONTACT NAME	CONTACT TITLE
Benedict Stuth	Airport Manager
CONTACT EMAIL	**CONTACT PHONE**
bjstuth@livermoreca.gov	(925) 960-8230

AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT AND FUNDING INFORMATION

Projects omitted from the Division of Aeronautics' most recent Capital Improvement Plan (CIP), and projects initiated prior to receiving an executed State grant agreement are ineligible for funding.

TITLE OF PROJECT AS SHOWN ON PAGE ONE OF THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT. If an alternative project title(s) is programmed in the State CIP, include that title(s) as well for cross-referencing.		
The Pavement Maintenance Management Plan (PMMP) Project, AIP Grant No.3-06-0123-035-2026, consists of a comprehensive evaluation of Airport pavements to identify recommended maintenance, rehabilitation, and reconstruction needs.	FAA AIP FUNDS	$ 254,600
	STATE AIP MATCHING FUNDS (5% of the federal grant amount not to exceed imposed project maximum)	$ 12,730
	APPLICANT FUNDS	$ 670
FAA AIP Grant Number: 3-06-0123-035-2026	TOTAL AIP PROJECT COST	$ 268,000

REQUIRED DOCUMENTS

Pursuant to Public Utilities Code Section 21681-21684 and Section 4067 of the CAAP Regulations, the sponsor shall submit a completed and signed application to the Department with the following documentation included:

- Local Government Approval. Either a resolution or minute order from the governing board of the sponsor documenting its authorization for filing the application for funding; accepting the allocation of funds for the project; executing the grant agreement; and naming the person authorized to sign any documents required to apply for and accept these funds on the sponsor's behalf.
- FAA Grant Agreement. Sponsor shall submit a copy of the FAA AIP Grant Agreement that has been signed by designated representatives of the sponsor and the FAA.
- Environmental Compliance. Verification that sponsor is in compliance with the California Environmental Quality Act (CEQA) for the project.
  1. Enter CEQA Categorical Exemption Number (CEQA Guidelines Sections 15300-15333): Not a Project, or

  Enter Notice of Determination information:

  2. Environmental Impact Report (Title/Date) State Clearinghouse (SCH) #_____, or
  3. Negative Declaration (Title/Date) State Clearinghouse (SCH) #_____
- Airport Layout Plan with Project Information. The most recent adopted and FAA approved Airport Layout Plan, as defined in section 4052, with a depiction of the proposed project and its location highlighted.
- Sponsor Eligibility and Airport Protection and Programming Requirements. A completed and signed California Aid to Airports Program Certification form (DOA-0007) to certify eligibility pursuant to Article 2 of Chapter 4 of these regulations.
- Additional Information. Sponsor shall provide additional documentation if the Department determines that further information is required to sufficiently evaluate the project for funding.

AUTHORIZATION

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

AUTHORIZED OFFICIAL'S SIGNATURE		DATE
PRINT NAME	**TITLE**	
Marianna A Burch	City Manager	
MAILING ADDRESS FOR PAYMENTS	**EMAIL**	**PHONE**
680 Terminal Circle, Livermore, CA 94551	maburch@livermoreca.gov	(925) 960-4051

SEND COMPLETED FORM AND ALL REQUIRED DOCUMENTS TO:
AeronauticsGL@dot.ca.gov

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

EXHIBIT A

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)
STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOT DOA-0012 (REV 07/2026)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

For more information, please contact the Office Chief for the Office of Technical Services & Programs at (916) 879-2965, in writing at Office of Technical Services & Programs, 1120 N Street, MS- 40, Sacramento, CA 95814, or by email at aeronauticsGL@dot.ca.gov.

Maintenance of the Information Authorized By:

Information Practices Act (Civil Code Section 1798 et seq.)

Consequences of Not Providing All or Any Part of the Requested Information:

This information is mandatory. Failure to provide all information requested may result in processing delays.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees and will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov

EXHIBIT B

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) CERTIFICATION

DOT DOA-0007 (REV 05/2026)

THIS DOCUMENT IS USED EXCLUSIVELY TO DETERMINE CAAP PROGRAM ELIGIBILITY FOR THE AIRPORT
PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

AIRPORT CERTIFICATION

I am authorized by *(Public Entity)* City of Livermore and *hereby certify* that *(Airport Name)* Livermore Municipal Airport, in the County of Alameda, *for fiscal year* 2026-20, meets the eligibility requirements of, and will be operated and maintained in accordance with, Sections 21680 through 21688 of the California Public Utilities Code (PUC) and the CAAP Regulations found in Title 21 of the California Code of Regulations, Division 2.5, Chapter 4.

1. This airport meets the Permit and Funding Requirements of CAAP Section 4056.
2. The Public Entity has control over airport operations under rules, regulations, or operating procedures adopted by the following Ordinance or Resolution # _____ dated _____ per CAAP Section 4057.
3. Required airport surfaces for all usable runaways are protected in accordance with the provisions of PUC Section 21688 and CAAP Section 4058.
4. The above airport is designated by the Federal Aviation Administration as Service Level (select one):

☒ Reliever ☐ Commercial Service ☐ General Aviation ☐ Non-NPIAS *(PUC Section 21682(b))*

AIRPORT CERTIFICATION SIGNATURES

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE	DATE

PRINT NAME	TITLE
Benedict Stuth	Airport Manager

PHONE	EMAIL
(925) 960-8230	bjstuth@livermoreca.gov

FINANCIAL CERTIFICATION

I hereby certify that a SPECIAL AVIATION FUND has been established and will be maintained with a separate account for said airport in accordance with PUC Section 21684. Disbursements from this account will only be made in accordance with PUC Section 21681 and CAAP Regulations. This section does not apply to funds awarded under PUC Section 21683.1

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE (Finance Officer)	DATE

PRINT NAME	TITLE
Benjie Lin	Acting Finance Manager

MAILING ADDRESS FOR PAYMENTS

FOR AERONAUTICS USE ONLY

VERIFIED BY	DATE

SEND SIGNED CERTIFICATION TO:

AeronauticsGL@dot.ca.gov

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) CERTIFICATION

DOT DOA-0007 (REV 05/2026)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

For more information, please contact the Office Chief for the Office of Technical Services & Programs at (916) 879-2965, in writing at Office of Technical Services & Programs, 1120 N Street, MS- 40, Sacramento, CA 95814, or by email at aeronauticsGL@dot.ca.gov

Maintenance of the Information Authorized By:

Information Practices Act (Civil Code Section 1798 et seq.

Consequences of Not Providing All or Any Part of the Requested Information:

This information is mandatory. Failure to provide all information requested may result in processing delays.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees and will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798 -1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov

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 County of** [redacted], 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 [redacted] from the Aeronautics Account in the State Transportation Fund by [redacted] 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: [redacted]
   Federal AIP Grant No.: [redacted]
   Detailed Project Description: [redacted]

   Total amount of FAA AIP Grant eligible for State Matching [redacted]

   MAXIMUM STATE PARTICIPATION:
   (5% of eligible items in AIP Grant) [redacted]

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 [redacted] 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

County of [redacted]

By:_____

Title:_____

Date:_____

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Dustin J. Claussen, Administrative Services Director

SUBJECT: Resolution accepting the FY 2025-26 Year-End Budget Report, allocating the General Fund surplus, allocating excess Livermore-Pleasanton Fire Department (LPFD) member contributions, approving supplemental appropriations for FY 2025-26 and FY 2026-27, and approving revenue budget adjustments.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution accepting the FY 2025-26 Year-End Budget Report; allocating the General Fund surplus and excess Livermore-Pleasanton Fire Department (LPFD) member contributions; approving supplemental appropriations for FY 2025-26 and FY 2026-27; and approving County Measure D revenue budget adjustments.

SUMMARY

This report summarizes unaudited FY 2025-26 financial results and recommends carrying forward previously appropriated but unspent funds, allocating General Fund surplus resources to Capital Improvement Program (CIP) and Information Technology reserves, and using excess LPFD member contributions for insurance premiums and technology. The report also recommends supplemental appropriations and revenue budget adjustments, as detailed in Exhibit A. This information is unaudited. The audited information will be included in the City's Annual Comprehensive Financial Report (ACFR) and will be presented to the City Council once the City's independent auditor has issued its opinion on the ACFR, which is expected by December 31, 2026.

DISCUSSION

The FY 2025-26 Year-End Budget Report is attached as Exhibit A to the resolution. The combined unaudited General Fund balance is $60.6 million. The City's General Fund Reserve Policy requires operating reserves equal to 30% of budgeted operating expenditures and debt service. As of June 30, 2026, the City maintained operating reserves of $46,406,669, meeting the policy requirement.

As detailed in Exhibit A, staff recommends allocating the General Fund operating surplus of $5,517,578 (approximately $5.5 million), including $1,419,889 for carryforward contract encumbrances, $2,588,990 for CIP reserves, $1,000,000 for Information Technology reserves, and $508,699 for future operating

reserve requirements.

LPFD completed an allocation plan resulting in excess member contributions of $660,232. Staff recommends allocating $517,948 for insurance premium payments and $142,284 for LYT Technology.

Staff requests supplemental appropriations totaling $5,183,900 to cover FY 2025-26 expenditures above budget. Of this amount, $4,686,898 relates to the newly established Other Postemployment Benefits (OPEB) Fund, with expenditures reimbursed from the OPEB Trust and no net expense impact. The remaining $497,002 is supported by available fund balances.

Staff also requests a $19,125 supplemental appropriation for FY 2026-27 debt service and County Measure D revenue budget adjustments of $247,000 for FY 2025-26 and $250,000 for FY 2026-27.

These allocations and adjustments are proposed before completion of the annual audit to allow approved amounts to be reflected in the City's financial statements and Annual Comprehensive Financial Report (ACFR). While historically ending fund balances have not materially changed as a result of the audit, adjustments may occur. The audited FY 2025-26 ACFR is expected by December 31, 2026, and any material differences will be identified when it is presented to the City Council.

FISCAL AND ADMINISTRATIVE IMPACTS

Accepting the Year-End Budget Report has no direct fiscal impact. The proposed actions allocate $5,517,578 of General Fund surplus and $660,232 of LPFD member contributions; authorize $5,183,900 in FY 2025-26 supplemental appropriations, including $4,686,898 reimbursed by the OPEB Trust; authorize $19,125 in FY 2026-27 supplemental appropriations; and adjust County Measure D revenue budgets by $247,000 for FY 2025-26 and $250,000 for FY 2026-27.

COMMUNITY PILLAR

5: A City that Works

ATTACHMENTS

1. Resolution
2. Exhibit A - FY2025-26 Year-End Budget Report

Prepared by: Susan Nunes
Finance Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE FISCAL YEAR 2025-26 YEAR-END BUDGET REPORT, ALLOCATING THE GENERAL FUND SURPLUS, ALLOCATING EXCESS LIVERMORE-PLEASANTON FIRE DEPARTMENT (LPFD) MEMBER CONTRIBUTIONS, APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27, AND APPROVING REVENUE BUDGET ADJUSTMENTS

The Administrative Services Department's Finance Division prepared and submitted to the City Council for its review the Fiscal Year (FY) 2025-26 Year-End Budget Report, attached hereto as Exhibit A. The report presents unaudited financial results and recommends allocations of the General Fund operating surplus and other year-end budget adjustments.

The unaudited FY 2025-26 General Fund operating surplus is $5,517,578. The report also identifies $660,232 in excess Livermore-Pleasanton Fire Department (LPFD) member contributions following completion of LPFD's allocation plan, supplemental appropriations of $5,183,900 for FY 2025-26, a supplemental appropriation of $19,125 for FY 2026-27, and revenue budget adjustments for the County Measure D Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that:

1. The FY 2025-26 Year-End Budget Report, attached hereto as Exhibit A, is accepted.

2. The FY 2025-26 General Fund operating surplus of $5,517,578 is allocated as shown in Table 1:

Table 1. Allocation of FY 2025-26 General Fund Surplus

Allocation	Amount
FY 2026-27 Carryforward Contract Encumbrances	$1,419,889
Capital Improvement Program Reserves	$2,588,990
Information Technology Reserves	$1,000,000
Reserves for Future General Fund Operating Requirements	$508,699
Total Allocations	**$5,517,578**

3. Excess LPFD member contributions totaling $660,232 are authorized for uses shown in Table 2:

Table 2. Uses of Excess LPFD Member Contributions

Purpose	Pleasanton	Livermore	Total
Insurance Premium Payments	$258,974	$258,974	$517,948
LYT Technology	$60,480	$81,804	$142,284
Total	**$319,454**	**$340,778**	**$660,232**

4. Supplemental appropriations totaling $5,183,900 are approved for FY 2025-26 to cover expenditures in excess of budget, as detailed in Table 3. The OPEB – Retiree Health Fund is a newly established fund whose expenditures are reimbursed from the OPEB Trust, resulting in no net expense impact. Other listed funds have available fund balances to support their appropriations.

Table 3. FY 2025-26 Supplemental Appropriations

Fund	Fund Name	Appropriation
201	Housing Successor Agency	$119
282	Host Community Impact Fee	$5,192
310	Downtown LMD	$227,578
311	Other LMD	$167,447
321	Other Maintenance CFDs	$11,894
402	2022 COPs	$18,250
700	General Liability	$66,522
750	OPEB – Retiree Health	$4,686,898
Total		**$5,183,900**

5. A supplemental appropriation of $19,125 is approved in FY 2026-27 for Fund 402, 2022 COPs debt service.

6. Revenue budget adjustments for Fund 550, County Measure D, are approved in the amounts of $247,000 for FY 2025-26 and $250,000 for FY 2026-27.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 9, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – FY 2025-26 Year-End Budget Report

City of Livermore
FY 2025-26 Year-End Budget Report

SUMMARY

This report presents the results of operations from the FY 2025-26 Budget (Budget) and recommends allocations of the General Fund surplus as well as other budget adjustments. This information is unaudited. The audited information will be included in the City's Annual Comprehensive Financial Report (ACFR) and will be presented to the City Council once the City's independent auditor has issued its opinion on the ACFR, which is expected to happen by December 31, 2026. If there are any significant differences in the financial information presented in this report and the ACFR, those changes will be highlighted at the time the ACFR is presented to the Council for acceptance.

FINANCIAL STATEMENT

Staff's recommendations include ratification of Council actions since the last approved budget adjustment on May 11, 2026, allocation of approximately $5.5 million in FY 2025-26 General Fund operating surplus, supplemental appropriations to address FY 2025-26 expenditure shortfalls, and additional FY 2026-27 budget adjustments. The combined unaudited General Fund balance is $60.6 million, including $46.4 million in operating reserves consistent with the City's General Fund Reserve Policy. As detailed in Table 2, staff recommends $1.4 million for carryforward contract encumbrances, approximately $3.6 million for Capital Improvement Program and Information Technology reserves, and approximately $0.5 million for future operating reserve requirements. These proposed allocations are presented before completion of the audit and remain subject to final review.

BACKGROUND

The year-end financial report (Report) summarizes actual FY 2025-26 financial activity and changes in fund balances and reserves. The financial information is unaudited. Final audited results will be included in the FY 2025-26 Annual Comprehensive Financial Report (ACFR), anticipated by December 31, 2026. Any material changes resulting from the audit will be identified when the ACFR is presented to the City Council.

DISCUSSION

The following discussion addresses the General Fund followed by a summary of all other funds.

General Fund

As shown in Table 1, FY 2025-26 General Fund revenues were $5.1 million (3.2%) below the revised budget. Net transfers were $1.9 million more favorable than budgeted, and operating expenditures were $9.0 million (6.1%) below budget. Together, these variances produced a $5.9 million favorable budget-to-actual result and unaudited net operating activity of approximately $5.5 million. Tables 3 through 5 provide additional detail.

Table 1. General Fund Revised Budget to Actual Revenues, Expenditures, and Transfers

General Fund	FY 2025-26 Revised Budget	FY 2025-26 Unaudited Actual	FY 2025-26 Variance
Revenues	$157,873,470	$152,809,957	($5,063,513)
Net Transfers	(10,007,397)	(8,059,588)	1,947,809
Operating Expenditures	($148,252,103)	($139,232,791)	9,019,312
Operating Surplus (Deficit)	**($386,030)**	**$5,517,578**	**$5,903,607**

Estimated General Fund Surplus: Table 1 reports approximately $5.5 million in unaudited FY 2025-26 General Fund operating surplus. The $5.9 million favorable budget-to-actual variance reflects the difference between the $5.5 million operating result and the revised budget deficit of approximately $0.4 million; it is not the amount proposed for allocation. As shown in Table 2, staff proposes allocating $5,517,578 (approximately $5.5 million), including $1,419,889 for carryforward contract encumbrances, $2,588,990 for Capital Improvement Program (CIP) reserves, $1.0 million for Information Technology reserves, and $508,699 for future operating reserve requirements. The amounts included and these balances are subject to final review and audit.

Table 2. Summary of Allocations of FY 2025-26 General Fund Surplus

FY 2026-27 Appropriations	Amount
Contractual Services:	
Carryforward Contract Encumbrances	$1,419,889
Total FY 2026-27 Contractual Services Appropriations	**$1,419,889**
Allocations to Reserves:	
Capital Improvement Program Reserves	2,588,990
Information Technology Reserves	1,000,000
Unallocated Reserves for Future Operating Reserve Requirements	508,699
Total Allocations to Reserves	**$4,097,689**
Total Allocations	**$5,517,578**
Total Estimated Surplus:	**$5,517,578**

General Fund Revenues: As shown in Table 3, FY 2025-26 General Fund operating revenues totaled $152.8 million, approximately $5.1 million (3.2%) below budget. The significant causes of these variances relate to Licenses and Permits ($1.9 million), Property Taxes ($1.1 million), and Other Revenue ($1.1 million), partially offset by higher Sales and Use Taxes and interest earnings.

Property Tax revenues totaled $63.0 million, approximately $1.1 million (1.7%) below budget, primarily due to lower than projected supplemental secured ($652,000) and current secured ($457,000) property taxes. The supplemental shortfall reflects slower real estate transactions and delays in anticipated new construction activity.

Sales and Use Tax revenues totaled $41.6 million, exceeding budget by $524,844 (1.3%), primarily due to stronger-than-anticipated fourth-quarter receipts.

Other Taxes, Licenses and Permits, and Charges for Current Services were collectively $3.2 million below budget. The shortfalls were primarily due to lower hotel occupancy tax revenues ($566,000) and delays in anticipated housing development and construction activity. These delays resulted in lower construction tax collections, building permit revenues, and development-related service fees. Franchise Taxes were $640,215 below budget, primarily due to lower garbage and cable franchise fee revenues. Garbage collection rates were reduced by 8.67% effective July 1, 2025. Garbage franchise fee revenues declined approximately $338,000 (8.0%) from FY 2024-25 and were $413,000 below budget. It appears the revenue budget, which assumed 1.8% growth over prior-year actuals, was not adjusted following approval of the rate reduction. Cable franchise fee revenues continued their downward trend, declining approximately $90,000 (8.8%) from the prior year and coming in $239,000 below budget. Although the budget projected a decline from the prior-year budget, actual collections were lower than expected.

Use of Money and Property revenues totaled $9.2 million, exceeding budget by $676,343 (8.0%), primarily due to stronger-than-anticipated interest earnings.

Other Revenue totaled $1.2 million, approximately $1.1 million below budget, primarily due to delays in the planned card room expansion.

Table 3. General Fund Revenues - Revised Budget vs. Actual

General Fund	FY 2025-26 Revised Budget	FY 2025-26 Unaudited Actual	FY 2025-26 Variance
Property Taxes	$64,143,762	$63,036,979	($1,106,783)
Sales & Use Taxes	41,086,606	41,611,450	524,844
Franchise Taxes	6,884,664	6,244,449	(640,215)
Business License Taxes	10,418,762	10,394,241	(24,521)
Other Taxes	6,496,770	5,857,731	(639,039)
Licenses & Permits	7,252,799	5,382,691	(1,870,108)
Fines & Forfeitures	386,500	552,754	166,254
Use of Money and Property	8,488,168	9,164,511	676,343
Intergovernmental Revenue	4,328,164	4,006,796	(321,368)
Charges for Current Services	6,130,207	5,401,774	(728,433)
Other Revenue	2,257,068	1,156,579	(1,100,489)
Total Operating Revenue	**$157,873,470**	**$152,809,957**	**($5,063,513)**
Transfers In	$480,400	$509,402	29,002
Total All Revenue	**$158,353,870**	**$153,319,359**	**($5,034,511)**

General Fund Expenditures: Actual FY 2025-26 General Fund operating expenditures were $139.2 million, $9.0 million (6.1%) below the revised budget. Including transfers out, total expenditures were $147.8 million, $10.9 million (6.9%) below budget.

Table 4 shows the major expenditure categories with a comparison of anticipated expenses from the amended budget to actual expenditures and the variance between the two. The following describes the significant variances.

Wages and Benefits expenditures totaled $77.0 million, $5.4 million (6.5%) below the revised budget. Approximately $1.5 million of the variance reflects retiree medical expenditures moved to the newly established OPEB Fund (F750). The remaining savings were primarily attributable to normal employee attrition and vacancies.

Services and Supplies expenditures totaled $62.1 million, approximately $3.6 million (5.5%) below budget. Of this amount, approximately $1.4 million in contractual services will be carried forward into FY 2026-27. The remaining savings reflect lower spending across various operating categories.

Table 4. General Fund Expenditures - Revised Budget vs. Actual

Expenditure Categories	FY 2025-26 Revised Budget	FY 2025-26 Unaudited Actual	FY 2025-26 Variance
Wages and Benefits	$82,418,318	$77,029,511	($5,388,807)
Services and Supplies	65,693,131	62,062,626	(3,630,505)
Capital Outlay	140,654	140,654	-
Total Operating Expenditures	**$148,252,103**	**$139,232,791**	**($9,019,312)**
Transfers Out	10,487,797	8,568,991	(1,918,806)
Total all Expenditures	**$158,739,900**	**$147,801,782**	**($10,938,118)**

General Fund Transfers: As shown in Table 5, net transfers out totaled $8.1 million, approximately $1.9 million less than budgeted. The favorable variance was primarily due to FEMA reimbursements received by the Stormwater Fund, reducing the need for General Fund support by $1.5 million, and ongoing grant funding secured by Horizons, eliminating the need for a $484,000 General Fund transfer.

Table 5. Transfers In and Transfers Out - Revised Budget vs. Actual

Operating Transfers	FY 2025-26 Projected Budget	FY 2025-26 Actual	FY 2025-26 Variance
OPERATING TRANSFERS IN - From:			
Traffic Impact Fee	$77,250	$68,616	($8,634)
Maintenance District L&LD	250,000	305,136	55,136
CASP Cert & Training Fund	19,250	11,213	(8,037)
Gas Taxes	133,900	124,437	(9,463)
OPERATING TRANSFERS OUT - To:			
Stormwater	(2,787,000)	(1,250,000)	1,537,000
2020 COPs Series B (Debt Service)	(3,876,997)	(3,876,997)	(0)
2022 COPs (Debt Service)	(2,559,800)	(2,578,050)	(18,250)
Horizons	(484,000)	-	484,000
Maintenance District L&LD	(330,000)	(378,520)	(48,520)
SOEF	(200,000)	(200,000)	-
Measure F, VRF	-	(35,424)	(35,424)
IT	(250,000)	(250,000)	-
Net Transfers	**(10,007,397)**	**($8,059,588)**	**$1,947,809**

General Fund Balances and Allocations: Table 6 reports an unaudited FY 2025-26 General Fund ending balance of $60.6 million. Operating reserves total $46.4 million, consistent with the City's policy to maintain reserves equal to 30% of budgeted operating expenditures and debt service. Proposed allocations shown in Table 2 include $1.4 million for carryforward encumbrances, approximately $3.6 million for CIP and Information Technology reserves, and approximately $0.5 million for the projected increase in the FY 2026-27 General Fund operating reserve requirement. The remaining unassigned fund balance shown in Table 6 is approximately $3.4 million. Staff recommends leaving the remaining fund balance of approximately $3.4 million unassigned to provide flexibility for upcoming budget needs, including moderating revenue growth and rising operating costs, particularly CalPERS unfunded accrued liability (UAL) payments.

Table 6. General Fund Reserves FY 2025-26 Unaudited

Fund Balance Category	FY 2024-25 Actual	FY 2025-26 Revised Budget	FY 2025-26 Unaudited Actuals
Ending Total Fund Balance:	**$55,107,126**	**$54,721,096**	**$60,624,704**
Nonspendable:	**5,273,139**	**5,273,139**	**5,273,436**
Operating Reserves:			
Pension 115 Trust (Committed)	6,758,239	7,396,370	7,396,370
Catastrophic Reserve 15% (Committed)	15,381,074	15,806,965	15,806,965
Economic Reserve 13.5% (Assigned)	19,925,382	20,883,001	20,883,001
Cashflow Reserve 1.5% (Unassigned)	2,213,931	2,320,333	2,320,333
Subtotal Operating Reserves (30% of Operating Expenses and Debt Service)	**44,278,626**	**46,406,669**	**46,406,669**
Reserve for Carryforward Encumbrances	**1,983,088**		**1,419,889**
Reserves for Future General Fund Operations	**2,357,327**		**508,699**
Allocations for Information Technology and Capital Reserves			**3,588,990**
Remaining Unassigned Fund Balance	**$1,214,946**	**$3,041,288**	**$3,427,021**

General Fund Contributions to the Livermore-Pleasanton Fire Department: LPFD completed an allocation plan that resulted in excess member contributions totaling $660,232. Staff recommends using these funds for insurance premium payments ($517,948) and LYT Technology ($142,284), as detailed in Table 7.

Table 7: Surplus Contributions to LPFD

	FY 2025-26		
Description:	**City of Pleasanton**	**City of Livermore**	**Total Contributions**
Insurance Premium Payment	$258,974	$258,974	$517,948
LYT Technology	60,480	81,804	142,284
Total Use of Surplus Contributions:	**$319,454**	**$340,778**	**$660,232**

The following tables include all the City's other funds in their respective categories. Fund balances are based on unaudited actual revenues and expenditures.

Enterprise Funds: As shown in Table 8, combined Enterprise Fund balances increased by approximately $13.3 million, from $117.9 million to $131.2 million. The largest increase was in Wastewater ($7.8 million), followed by Wastewater Replacement ($3.0 million). Wastewater Connection Fees decreased by $1.4 million. Capital project funding continues to be recorded separately in the applicable CIP funds. Funds transferred from Enterprise Funds to CIP funds are for Enterprise Fund projects in the specific utility it is transferred from. Significant fund activity is summarized below.

The following funds have significant variations.

The Airport Fund (F600) ended FY 2025-26 with a balance of $10.4 million, an increase of approximately $820,000. Revenues totaled $5.2 million, operating expenditures were $3.8 million, and $600,000 was transferred to CIP.

The Stormwater Fund (F610) ended the year with a balance of $4.4 million, an increase of approximately $991,000. Revenues were $2.3 million, net transfers in were $1.3 million, and expenditures were $2.5 million.

The Wastewater Fund (F620) ended the year with a balance of $39.5 million, an increase of $7.8 million. Revenues totaled $36.9 million, expenditures were $21.1 million, and net transfers out were $8.0 million to the Wastewater Replacement Fund. The City anticipates significant wastewater capital improvement projects in the upcoming budget cycle.

The Water Fund (F640) ended the year with a balance of $8.1 million, an increase of approximately $536,000. Revenues totaled $20.4 million and expenditures were $18.1 million, with net transfers out of $1.8 million. Transfers of $2.0 million out to the Water Replacement Fund and transfers in of $241 thousand from Water Connection Fees.

The Wastewater Replacement Fund (F622) ended the year with a balance of $23.4 million, an increase of $3.0 million, including $8.0 million in net transfers in and $5.4 million transferred to CIP.

The Wastewater Connection Fee Fund (F623) ended the year with a balance of $5.2 million, a decrease of $1.4 million, reflecting $1.6 million transferred to CIP and approximately $1.1 million in expenditures.

The Water Replacement Fund (F642) ended the year with a balance of $29.6 million, an increase of approximately $359,000. Transfers to CIP for Water related projects totaled $2.0 million.

The Water Connection Fees Fund (F643) ended the year with a balance of $1.8 million, an increase of approximately $487,000.

Table 8: Enterprise Funds:

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
600	Airport	$ 9,578,882	$ 5,204,530	$ -	$ 3,784,822	$ 600,000	$ 10,398,590	$ 819,708
610	Stormwater	3,386,045	2,252,866	1,250,000	2,512,258	-	4,376,652	990,608
612	Storm Drain	8,099,481	686,117	-	-	20,000	8,765,598	666,117
620	Wastewater	31,719,287	36,916,552	(8,000,000)	21,139,445	-	39,496,394	7,777,107
622	Wastewater Replacement	20,381,023	539,003	8,000,000	107,081	5,403,250	23,409,696	3,028,672
623	Wastewater Connection Fees	6,604,048	1,300,821	-	1,054,470	1,641,397	5,209,003	(1,395,045)
640	Water	7,561,829	20,373,434	(1,758,520)	18,078,732	-	8,098,010	536,182
642	Water Replacement	29,285,535	955,898	2,000,000	643,088	1,953,399	29,644,946	359,411
643	Water Connection Fees	1,305,226	756,729	(241,480)	27,805	-	1,792,670	487,444
		$ 117,921,355	**$ 68,985,950**	**$ 1,250,000**	**$ 47,347,701**	**$ 9,618,046**	**$ 131,191,559**	**$ 13,270,204**

Capital Project Operating Funds: As shown in Table 9, combined balances decreased by approximately $8.7 million, from $117.4 million to $108.7 million. Transfers to CIP totaled $28.2 million. The largest decreases included Park Fee - AB 1600 ($9.3 million) and General Fund CIP Reserves ($4.4 million). The following funds had notable activity.

Traffic Impact Fee (F510) ended the year with a balance of $30.0 million, an increase of $1.2 million.

TVTC 20% Fee (F511) ended the year with a balance of $4.5 million, a decrease of approximately $39,000.

Park Fee - AB 1600 (F512) ended the year with a negative balance of approximately $439,000, a decrease of $9.3 million, primarily reflecting $11.7 million in transfers to CIP. Delays in the timing of development reduced projected park fee receipts relative to capital funding needs. Additional park fee revenues are expected as development occurs, and staff anticipates collections will be sufficient to restore a positive fund balance in FY 2026-27.

Transferable Development Credit (F582) ended the year with a balance of $25.3 million, an increase of $3.7 million.

Table 9. Capital Project Operating Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
101	General Fund CIP Reserves	$ 28,186,762	$ -	$ 433,528	$ -	$ 4,880,808	$ 23,739,482	$ (4,447,280)
510	Traffic Impact Fee (TIF)	28,823,376	1,499,784	(68,616)	16,860	219,563	30,018,120	1,194,744
511	TVTC 20% Fee	4,501,188	289,767	-	(800)	330,000	4,461,755	(39,433)
512	Park Fee - AB 1600	8,866,375	2,396,619	-	14,853	11,687,098	(438,958)	(9,305,332)
513	Solid Waste & Recyc Impact Fee	4,094,567	1,779,228	-	-	1,586,000	4,287,795	193,228
514	COL Bike & Pedestrian Improve	322,444	404,071	-	-	-	726,515	404,071
540	2022 COP Construction Fund	522,873	221,787	-	-	-	744,660	221,787
550	County Measure D	158,001	244,751	-	433,435	-	(30,683)	(188,684)
551	County Meas BB-Bike/Pedestrian	1,116,275	666,310	-	28,750	409,839	1,343,997	227,721
552	County Meas BB-Local St & Rd	5,792,829	2,831,792	-	112,026	4,011,391	4,501,205	(1,291,624)
553	County Measure F Veh Reg Fee	1,141,171	488,046	35,424	53,825	-	1,610,816	469,645
560	State - Gas Tax	6,233,981	2,787,274	(124,437)	41,925	(110,082)	8,964,975	2,730,994
561	State - SB1	4,177,505	2,671,855	-	-	4,435,738	2,413,622	(1,763,883)
580	Developers Deposit	-	-	-	-	50,000	(50,000)	(50,000)
581	Public Utility Undergrounding	855,240	-	-	-	-	855,240	-
582	Transferable Development Cred	21,644,441	3,707,562	-	42,608	-	25,309,395	3,664,954
583	SoLivSpec Plan & AD Closeout	977,657	6,014	-	-	708,000	275,671	(701,986)
		$ 117,414,685	**$ 19,994,862**	**$ 275,899**	**$ 743,482**	**$ 28,208,356**	**$ 108,733,608**	**$ (8,681,077)**

Debt Service Funds: As shown in Table 10, debt service activity totaled approximately $7.0 million, with a combined ending fund balance of $2,989.

Table 10. Debt Service Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
400	2020 COPS Series A	$ -	$ -	$ 547,800	$ 547,800	$ -	$ -	$ -
401	2020 COPS Series B	-	-	3,876,997	3,876,997	-	-	-
402	2022 COPS	-	2,989	2,578,050	2,578,050	-	2,989	2,989
		$ -	**$ 2,989**	**$ 7,002,847**	**$ 7,002,847**	**$ -**	**$ 2,989**	**$ 2,989**

Special Revenue Funds: As shown in Table 11, combined balances decreased by $6.2 million, from $44.2 million to $38.0 million. Significant changes included the use of $5.0 million in the Local Housing Trust Fund and a $2.6 million decrease in the Low Income Housing Fund. Selected changes are discussed below.

Low Income Housing Fund (F200) ended the year with a balance of $5.7 million, a decrease of $2.6 million, reflecting $3.6 million in expenditures, including approximately $1.5 million for senior housing development.

California Begin Program (F206) activity reflects planned grant spending. The fund ended FY 2025-26 with a balance of approximately $126,000.

SOEF Social Operating Endowment Fund (F202) ended the year with a balance of approximately $924,000, an increase of $287,000, including a $200,000 transfer in.

The Local Housing Trust Fund (F207) expended $5.0 million in FY 2025-26 as planned, utilizing grant funding received in the prior fiscal year for affordable housing development. The fund ended the year with a zero balance.

Downtown Revitalization Fee Fund (F280) ended the year with a negative balance of $3.5 million, unchanged from the beginning of the fiscal year. The balance reflects an advance for downtown improvements, which is expected to be reimbursed as development occurs.

Community Benefit Fund (F291) ended the year with a balance of approximately $652,000, an increase of approximately $23,000.

Table 11. Special Revenue Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
200	Low Income Housing Fund	$ 8,280,603	$ 940,271	$ -	$ 3,565,778	$ -	$ 5,655,095	$ (2,625,508)
201	Housing Successor Agency	1,940,367	78,203	-	135	-	2,018,436	78,068
202	SOEF (Social Op Endowment)	636,661	235,539	200,000	148,464	-	923,736	287,075
203	Mortgage Assistance	1,499,573	7,886	-	4,177	-	1,503,281	3,708
204	HHS Loan Fund	-	-	-	-	-	-	-
205	Cal Home Reuse	429,404	4,583	-	3,320	-	430,668	1,263
206	California Begin Program	109,366	19,840	-	2,794	-	126,412	17,046
207	Local Housing Trust	5,000,000	-	-	5,000,000	-	-	(5,000,000)
210	Horizons	938,758	787,456	-	933,929	-	792,286	(146,473)
211	Police Evidence	-	-	-	-	-	-	-
212	Asset Seizure - State	1,588	10,040	-	-	-	11,628	10,040
220	Grant - Federal Grant Fund	78,192	3,256	-	(14)	-	81,462	3,270
221	Asset Seizure - Dep of Justice	582,394	21,181	-	-	-	603,575	21,181
222	Asset Seizure - Treasury	369,839	13,451	-	-	-	383,289	13,451
223	Grant - HUD EDI Special Grant	122,170	-	-	240	-	121,930	(240)
224	Grant - CDBG	255,216	422,806	-	453,235	10,000	214,786	(40,430)
225	Grant - Home Grant	39,015	66,756	-	64,869	-	40,903	1,888
226	FEMA Funding	(55,208)	55,208	-	-	-	-	55,208
240	Grant - State Grant Fund	1,030,094	571,326	-	1,122,811	-	478,609	(551,485)
241	Opioid Settlement	382,965	146,200	-	205,384	-	323,781	(59,184)
242	PD COPS Grant	495,738	291,925	-	-	-	787,663	291,925
260	Grant - Local & Other Grants	148,626	213,778	-	348,778	-	13,626	(135,000)
280	Downtown Revitalization Fee	(3,517,069)	-	-	-	-	(3,517,069)	-
281	Parking In-Lieu Fee	78,342	248,493	-	-	-	326,836	248,493
282	Host Community Impact Fee	1,317,255	601,250	(547,800)	28,632	-	1,342,073	24,818
283	City Street Sweeping Fee	500,604	862,550	-	326,789	-	1,036,365	535,761
284	Public Art Fee	1,298,889	119,553	-	118,634	-	1,299,808	919
285	Vehicle Impound Fee	142,434	-	-	-	-	142,434	-
286	Accessibility Compliance	(21,143)	23,652	(11,213)	12,439	-	(21,143)	-
287	PEG Capital Fees	1,807,193	187,911	-	-	460,000	1,535,105	(272,089)
288	Import Mitigation Fee	-	-	-	-	-	-	-
289	Solid Waste & Recycling Fee	192,571	416,214	-	277,220	-	331,565	138,994
290	Human Services Facility Fee	1,035,498	172,363	-	191,906	210,000	805,955	(229,543)
291	Community Benefit Fund	629,085	22,637	-	-	-	651,721	22,637
300	Open Space Acquisition & Mgmt	2,265,180	289,328	-	17,769	-	2,536,739	271,559
310	Downtown LMD	385,610	468,249	378,520	1,002,293	-	230,085	(155,524)
311	Other LMD	10,550,144	4,087,989	(305,136)	3,055,216	-	11,277,780	727,636
320	El Charro CFD 2009-1 Maint	2,890,676	321,255	-	230,038	-	2,981,893	91,217
321	Other Maintenance CFDs	2,109,398	472,520	-	221,507	-	2,360,411	251,013
330	Library Donations	230,366	79,234	-	61,630	100,000	147,970	(82,396)
331	Developer Project Fund	52,838	4,821	-	9,800	-	47,859	(4,979)
399	Police Donations	-	-	-	-	-	-	-
		$ 44,233,231	**$ 12,267,723**	**$ (285,630)**	**$ 17,407,775**	**$ 780,000**	**$ 38,027,550**	**$ (6,205,681)**

Internal Service Funds: As shown in Table 12, combined balances decreased by $4.5 million, from $24.3 million to $19.7 million. The largest decreases were in Information Technology ($2.2 million) and General Liability ($1.1 million).

General Liability (F700) ended the year with a balance of $3.9 million, a decrease of $1.1 million.

Workers' Compensation Insurance (F710) ended the year with a balance of $5.1 million, a decrease of approximately $501,000.

Information Technology (F720) ended the year with a fund balance of approximately $620,000, a decrease of $2.2 million. The reduction reflects planned expenditures and the use of available fund balance to support technology operations and improvements.

Fleet and Equipment Services (F730) ended the year with a balance of $7.9 million, a decrease of approximately $99,000.

Facilities Rehabilitation Program (F740) ended the year with a balance of $2.2 million, a decrease of approximately $588,000.

Table 12. Internal Service Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
700	General Liability	$ 5,045,930	$ 4,910,694	$ -	$ 6,046,303	$ -	$ 3,910,320	$ (1,135,610)
710	Workers Comp Insurance	5,637,665	1,788,664	-	2,289,989	-	5,136,340	(501,325)
720	Information Technology	2,828,497	5,788,000	250,000	8,246,693	-	619,805	(2,208,692)
730	Fleet & Equipment Services	7,970,807	5,704,099	-	5,762,801	40,000	7,872,104	(98,703)
740	Facilities Rehab Pgm	2,775,665	2,161,461	-	2,749,956	-	2,187,169	(588,495)
750	OPEB	-	4,686,897	-	4,686,897	-	-	-
		$ 24,258,564	**$ 25,039,814**	**$ 250,000**	**$ 29,782,640**	**$ 40,000**	**$ 19,725,738**	**$ (4,532,826)**

Capital Improvement Program Funds: Table 13 summarizes CIP fund activity for FY 2025-26. Combined CIP fund balances increased by $2.9 million to $59.4 million, with $38.2 million in net transfers and $46.7 million in expenditures. Negative ending balances in certain funds, including Stormwater and grant-funded CIP funds, reflect expenditures incurred while awaiting reimbursement.

Table 13. Capital Improvement Program Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
601	CIP Airport	$ 660,000	$ -	$ 600,000	$ 180,951	$ -	$ 1,079,049	$ 419,049
611	CIP Stormwater & Storm Drain	3,661,095	1,501,408	2,099,808	9,073,720	-	(1,811,409)	(5,472,504)
621	CIP Wastewater	17,526,760	226,095	7,044,647	8,689,351	-	16,108,150	(1,418,609)
641	CIP Water	1,737,918	-	1,953,399	1,287,890	-	2,403,426	665,509
731	CIP Fleet & Equipment Svcs	291,789	-	321,000	613,072	-	(283)	(292,072)
741	CIP Facilities	3,447,528	-	79,404	437,179	-	3,089,753	(357,775)
810	CIP Multi Funded Governmental	-	-	-	30,719	-	(30,719)	(30,719)
811	CIP General Fund	2,851,107	-	2,007,069	2,842,447	-	2,015,728	(835,379)
812	CIP Low Income Housing	-	-	-	-	-	-	-
813	CIP Asset Seizure - County	-	-	-	-	-	-	-
814	CIP Asset Seizure - DOJ	-	-	-	-	-	-	-
815	CIP Asset Seizure - Treasury	-	-	-	-	-	-	-
816	CIP Federal Grants Fund	(15,281)	293,258	-	293,531	-	(15,553)	(273)
817	CIP State Grants Fund	(1,133,691)	1,121,198	-	218,725	-	(231,219)	902,472
818	CIP Local Grants Fund	5,119,371	8,237,700	-	100,752	-	13,256,320	8,136,948
819	CIP Parking-In-Lieu Fee	-	-	-	-	-	-	-
820	CIP Host Community Impact Fee	-	-	-	-	-	-	-
821	CIP Public Art Fee	-	-	-	-	-	-	-
822	CIP Library Donations	-	-	100,000	100,000	-	-	-
823	CIP Traffic Impact Fee	3,090,762	-	219,563	996,256	-	2,314,069	(776,692)
824	CIP TVTC 20% FEE	-	-	330,000	-	-	330,000	330,000
825	CIP Park Fee - AB 1600	2,966,791	-	11,687,098	8,788,255	-	5,865,634	2,898,843
826	CIP Solid Waste & Recycling	(20,572)	-	1,586,000	292,571	-	1,272,857	1,293,429
827	CIP 2022 COP Construction	6,686,207	-	-	7,054,934	-	(368,727)	(7,054,934)
828	CIP County Measure D	-	-	-	-	-	-	-
829	CIP County Measure BB-Bike/Ped	851,077	-	409,839	258,434	-	1,002,481	151,404
830	CIP County Measure BB-Street	3,459,002	-	4,011,391	2,261,652	-	5,208,741	1,749,739
831	CIP County Measure B-Bike/Ped	-	-	-	-	-	-	-
832	CIP County Measure B-Street	-	-	-	-	-	-	-
833	CIP County Measure F-Veh Reg	799,429	-	-	-	-	799,429	-
834	CIP State Gas Tax	3,150,548	-	(110,082)	1,501,820	-	1,538,647	(1,611,902)
835	CIP State SB1	653,457	-	4,435,738	1,649,065	-	3,440,130	2,786,673
836	CIP Developers Deposit	-	-	50,000	1,599	-	48,401	48,401
837	CIP So Liv Spec & AD Close	152,201	-	708,000	-	-	860,201	708,000
838	CIP CDBG	-	-	10,000	-	-	10,000	10,000
839	CIP Human Svcs Facility Fee	79,927	-	210,000	22,810	-	267,117	187,190
840	CIP Community Benefit	-	-	-	-	-	-	-
841	CIP COL Bike & Pedestrian	-	-	-	-	-	-	-
842	CIP GF Street Repair	-	-	-	-	-	-	-
843	CIP PEG Capital Fees	460,000	-	460,000	-	-	920,000	460,000
		$ 56,475,423	**$ 11,379,658**	**$ 38,212,874**	**$ 46,695,732**	**$ -**	**$ 59,372,223**	**$ 2,896,800**

Appropriation of Expenditure Budget to Cover Shortfalls

At the end of FY 2025-26, several funds reported expenditures above amended appropriations. Table 14 identifies eight funds with total proposed supplemental appropriations of $5,183,900, including $4,686,898 for the newly established OPEB - Retiree Health Fund (F750). OPEB expenditures are reimbursed from the OPEB Trust and have no net expense impact; the other funds have sufficient fund balances to cover the requested additional appropriations.

Table 14. Appropriations to Cover FY 2025-26 Expenditures Over Budget

Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
201	Housing Successor Agency	$16	$135	($119)
282	Host Community Impact Fee	571,240	576,432	(5,192)
310	Downtown LMD	774,715	1,002,293	(227,578)
311	Other LMD	3,192,906	3,360,353	(167,447)
321	Other Maintenance CFDs	209,614	221,508	(11,894)
402	2022 COPS	2,559,800	2,578,050	(18,250)
700	General Liability	5,979,783	6,046,304	(66,522)
750	OPEB- Retiree Health	-	4,686,898	(4,686,898)
	Totals:	**$13,288,074**	**$18,471,973**	**($5,183,900)**

The proposed FY 2025-26 supplemental appropriations in Table 14 include Housing Successor Agency ($119), Host Community Impact Fee ($5,192), Downtown LMD ($227,578), Other LMD ($167,447), Other Maintenance CFDs ($11,894), 2022 COPs ($18,250), General Liability ($66,522), and OPEB - Retiree Health ($4,686,898). The OPEB Fund (F750) is a newly established fund for retiree medical expenditures. Its expenditures are reimbursed from the OPEB Trust, resulting in no net expense to the City. The other funds have available fund balances to support the additional appropriations.

Tables 15 and 16 reflect budget adjustments identified during the year-end review that were inadvertently omitted during development of the City's first budget in the new Enterprise Resource Planning (ERP) system. Table 15 requests $19,125 in FY 2026-27 supplemental appropriations for 2022 COPs debt service (F402). Table 16 requests County Measure D (F550) revenue budget adjustments of $247,000 for FY 2025-26 and $250,000 for FY 2026-27.

Table 15. Supplemental Appropriations requested for FY 2026-27

Fund	Fund Name	Supplemental Appropriation
402	2022 COPS	$19,125
	Total:	**$19,125**

Table 16. Revenue adjustments requested FY 2025-26 & FY 2026-27

Fund	Fund Name	FY 2025-26 Revenue	FY 2026-27 Revenue
550	County Measure D	$247,000	$250,000
	Total:	**$247,000**	**$250,000**

FISCAL AND ADMINISTRATIVE IMPACT

Staff recommends allocation of $5,517,578 (approximately $5.5 million) in FY 2025-26 General Fund operating surplus, including $1,419,889 for carryforward contract encumbrances, $2,588,990 for CIP reserves, $1.0 million for Information Technology reserves, and $508,699 for future operating reserve requirements. Table 7 identifies $660,232 in proposed uses of excess LPFD member contributions. Staff also requests $5,183,900 in FY 2025-26 supplemental appropriations as shown in Table 14; $4,686,898 relates to the new OPEB Fund and is offset by OPEB Trust reimbursements, while the remaining appropriations are supported by available fund balances and $19,125 in FY 2026-27 supplemental appropriations as shown in Table 15. Table 16 includes proposed County Measure D revenue budget adjustments of $247,000 for FY 2025-26 and $250,000 for FY 2026-27. All figures are unaudited and subject to reconciliation and final approval.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: November 9, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Roofing Constructors, Inc. dba Western Roofing Service for roof inspection, preventative maintenance, gutter cleaning, and as-needed services in an amount not-to-exceed $1,300,000 for a five-year term

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Roofing Constructors, Inc. dba Western Roofing Service for roof inspection, preventative maintenance, gutter cleaning, and as-needed services in an amount not-to-exceed $1,300,000 for a five-year term.

SUMMARY

The Maintenance Division of the Public Works Department uses a roofing company to provide inspection, preventative maintenance services, gutter cleaning, and as-needed services for all City-owned buildings. In order to ensure that the roofs of City-owned buildings continue to be maintained properly, staff recommends entering into an agreement with Roofing Constructors, Inc. dba Western Roofing Service, a subsidiary of Tecta America (Western Roofing) for these services.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with maintaining and repairing roofs at more than 80 City-owned buildings. A new agreement is required to provide annual and semi-annual roof inspections, preventative maintenance services, gutter cleaning, as-needed services, and emergency leak services for roofs of all City-owned buildings. As-needed services shall only be of the routine, recurring, or usual type of work necessary to preserve and protect rooftop areas.

Livermore Municipal Code Section 2.68.360 permits the formal bidding procedure for supplies, equipment, and general services to be dispensed with when purchased through a cooperative purchasing arrangement. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's. Tecta America Corporation holds a competitively bid cooperative purchasing agreement for roofing products and services through the National Cooperative

Purchasing Alliance (now OMNIA Partners). Western Roofing Service is a subsidiary of the Tecta America Corporation which holds National Cooperative Purchasing Alliance agreement #02-75.

The City is a member of OMNIA Partners, and the underlying purchase at issue was made using a quotation or bid procedure at least as restrictive as the City's.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for this agreement is currently budgeted in Fund 740, Facilities Rehabilitation Program and in the Airport and Water funds. Costs will be programmed into these operating budgets for future fiscal years.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Tecta America Proposal
2. Tecta America Award Letter
3. Tecta America Renewal Letter 2026
4. Resolution
5. Exhibit A - Agreement

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

Request for Proposal (RFP)
OMNIA Partners
ESC – Region 14

RFP # 25-S1070
Roofing Products & Services

ATTENTION:
Region 14 Education Service Center
1850 Highway SH 351
Abilene, TX 79601

SUBMITTED BY:

Tecta America Corp
Andy Carr, National JOC & Cooperative Contracts Manager
acarr@tectaamerica.com
9450 Bryn Mawr, Suite 500
Rosemont, IL 60018
P: 708-451-0743

Due Date: Thursday October 16, 2025
2:00 pm CT

Version May 30, 2025

Table of Contents

Page: Section 1 – Signature Form

Page: Section 2 – Pricing

Page: Section 3 – Ability to Perform, including response to the national program (Appendix B)

Page: Section 4 – References and Experience

Page: Section 5 – Value Added Products and Services

Page: Section 6 – Required Documents

TECTA AMERICA
Roofing Redefined

Request for Proposal (RFP)
OMNIA Partners
ESC – Region 14

Section 1 Signature Form

Version May 30, 2025

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 business days**.

Tecta America Corp.
Company Name

9450 W. Bryn Mawr. Ste. 700
Address

Rosemont	**IL**	**60018**
City	State	Zip

(708) 451-0743
Telephone Number

Fax Number

acarr@tectaamerica.com
Email Address

Andy Carr	**National JOC/CO-OP Contracts Manager**
Printed Name	Position



Authorized Signature

Version May 30, 2025

TECTA AMERICA
Roofing Redefined

Request for Proposal (RFP)
OMNIA Partners
ESC – Region 14

Section 2

Pricing- Attached Separately

Version May 30, 2025

TECTA AMERICA
Roofing Redefined

Request for Proposal (RFP)
OMNIA Partners
ESC – Region 14

Section 3

Ability to Perform
&
Appendix A,B

Version May 30, 2025

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005) Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Tecta America Corp.

Address 9450 W. Bryn Mawr. Ste. 700
Rosemont, IL 60018

Phone (708) 451-0743

Fax _____

Contact

_____
Signature

Andy Carr
Printed Name

National JOC/CO-OP Contracts Manager
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Version May 30, 2025

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/filinginfo/1295/

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Version May 30, 2025

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, **Andy Carr**, as an authorized representative of

Tecta America Corp., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

10/16/2025
Date

Appendix B – OMNIA Partners Exhibits

[Insert OMNIA Partners Exhibits]

Tecta's sales programs employ more than 100 people throughout the country who are involved on educating clients in the marketplace about Cooperative Purchasing.

We are the largest commercial roofing contractor in the U.S. We are certified with all major manufacturers for all major roof system types. We operate in all 50 states and all U.S. territories and can service 90% of the country's population within 4 hours.

Quality is assured and maintained throughout each project through the implementation of a Quality Control Plan (QCP), which establishes the responsibilities and administrative methods our team will use to ensure client satisfaction. The QCP will outline the desired results (preparation phase), perform work that meets these standards (implementation phase), and regularly monitor work performance to secure results (follow-up phase). Each individual team member is responsible for checking his or her own work, which is continually monitored by the Quality Control Manager (QCM). We understand that the monetary and scheduling costs involved in "re-work" situations can add up quickly, so we proactively build quality into each step of the design and construction process. In addition, our QCM makes random, unscheduled inspections of project sites. This extra check helps reinforce proper work procedures by enabling our QC staff to view work in progress, without prior notice. The results of these unannounced inspections are recorded and properly attended to. The goal of the QCP is to prevent problems, or at worst to catch problems before they become costly to the bottom line. For Jordon Construction, Quality Control is not simply a check at the end of a project, it is a culture that is maintained throughout the contract.

Tecta America works closely with manufacturers and distributors to identify changes in products and materials that result in reduced costs. Tecta has instituted a rebate program with all major manufacturers to incentivize manufacturers' involvement with Tecta to ensure price changes are followed as they happen.

Tecta's service program is the largest in the nation due to the quality we provide.

Tecta will provide all the necessary marketing material to inform and educate our clients and OMNIA Partners members.

Tecta receives a request from the client, an estimate is developed, it is then audited by the OMNIA Partners and then issued to the client for approval. Once the client accepts the proposal and issues a PO, Then the material is ordered and scheduled for delivery to the client.

Tecta offers a 2-year guarantee on installation and honors all manufacturer warranties.

Tecta employs Quality Assurance personnel who work with all operating units and project managers to ensure that all workmanship and material meet the requirements of the client's specified order.

Tecta offers can offer an extension to the 2-year guarantee on installation depending on the work required and the material ordered. This can be reviewed on a case-by-case basis.

Tecta's proprietary systems and programs in place track more than 60,000 service and installations a year.

We offer services in all 50 states, US territories and Canada.

Tecta provides 24-hour emergency service with the ability to service 90% of the US population within 4 hours of initial request. No other roofing company comes close.

Tecta's service technicians are always amongst our most experienced employees. They are experts in all the necessary processes and procedures to assist in any client's needs.

It is mandatory that all service work is followed by a supervisor's evaluation with the customer and the service team.

Tecta's service program is the largest in the nation due to the quality we provide

Tecta utilizes all the industry standard project tracking tools and software available to the industry, i.e. Primavera, Microsoft Projects, etc.

Tecta has provided the necessary logos and will update the OMNIA Partners with all new marketing material regularly.

Tecta will continue to be diligent about monthly sales reporting as required.

CULTURE & PROCESS

Today's roofing systems are advanced and complex; yet despite this complexity, many common roofing issues can arise. Typical concerns include leaking, premature failure, and unexpected expenses. As well, potential downtime related to roof problems, and lost inventory or interior damage, can negatively influence the building's occupants. It is important for you to partner with a professional roofing contractor that understands your specific business needs. Tecta America Corp has worked with many organizations like the OMNIA Partners and we
empathize with the roofing challenges that affect your operation. Below are several of the issues that you said are most important to the OMNIA Partners entities.

Correcting Existing Problems
Whatever the original cause, it is important to address existing problems before the same mistakes are made again and contribute to the failure of the new roofing system. Some of the more typical existing roofing problems include:

- Condensation
- Ponding
- Structural Defects
- Membrane Failure
- Improper Detailing
- Improper Insulation Values
- Inappropriate Material Selection

Handling Complex Logistical Solutions

The OMNIA Partners knows that good value is a negotiated solution that provides the optimum results at the best available price and that the process of negotiation requires working with established and trustworthy partners. The key to obtaining cost-effective results is:

- Contractors who are able to provide full technical services
- A broad range of possible roofing systems
- Organizational strength, knowledge and experience to perform the work
- Backed up with warranties and on-going maintenance programs
- National network of Tecta contractors.

Plans for a Roofing Management Program

Lengthening the service life of your physical assets is crucial to your bottom line results. Proper management is the key to success. Whether a roofing management program is initiated from day one or at some later point in the life of a facility, it requires:

- Planning
- Prevention
- Communication

Preventing Disruption of Business

A leaking or damaged roof can have a serious impact on operations, ranging from bad public relations to financial losses, including:

- Tenant Complaints and Legal Actions
- Customer Dissatisfaction
- Line Shutdown
- Product Contamination - Inventory Damage
- Just-in-Time Breakdown
- Equipment Damage
- Employee Work Stoppage

Avoiding Safety Problems

Protecting customers, employees, tenants and visitors can complicate a roofing system project.

- Accident & Injury Prevention
- Customers/Clients and Personnel
- Building and Products
- Records and Insurance
- Publicity and Public Relations
- Security Issues
- Costs of Not Being Safe

GOALS AND OBJECTIVES FOR YOUR ROOFING PROGRAM

Your roofing program is an investment; and Tecta America Corp's primary responsibility is to help you maximize that investment. The first step in that process is to understand your core objectives. Different customers, at different times, have changing objectives related to their roofing system. These goals range from budgeting and expense control—to leak prevention, interior protection, and extending the life of the roof. Below are several of the key goals we believe the OMNIA Partners wants to achieve with your roofing program.

24/7/365
The roof over your head is our main concern. We express that concern by structuring our service and support to be available 24 hours a day, 7 days a week, 365 days a year, just the same way your roofing systems must support and protect your operations. The requirements of roofing never take a day off and neither do we. We are here to serve you, so we can be there when you need us.

Ensure Confidence in Your Roofing Documentation
With a portfolio of roofing assets to manage and track, it is important that you have confidence in the timeliness and accuracy of your repair documentation. By working with Tecta America, you will know exactly what repair and maintenance services you receive and will be able to clearly understand your invoice and allocate costs appropriately.

Total Roofing Management Solutions
You want a formalized set of time-tested procedures, customized to the requirements of your own roofing systems, combined with preventative programs, emergency response and patch-and-repair programs… plus inspection and analysis, budgeting, planning and forecasting, energy surveys, and life-cycle costing. In other words, you want it all.
And that is what we deliver. These procedures combined with the history of Tecta, our financial stability, our extensive insurance coverage and our success in focusing on establishing and maintaining long-term relationships, make our Tecta Care and Tecta Plan Roofing Management® programs more than a symbol of excellence in roofing management. You can take it to the bank.

Fast Response, Full Service
We maintain rapid-response teams to handle problems related to weather, accidents or other emergencies. As part of Tecta, we can call upon the resources of the all the other Tecta roofing organizations nation-wide should the need arise.

Workers with Security Clearance
Because most government buildings are secure sites, it is important for contractors doing business with the GSA to have a proven process for clearing employees for access to federal facilities. You need a contractor who understands the screening requirements and knows how to properly complete, and process all required background and clearance documentation.

RECOMMENDATIONS FOR THE OMNIA Partners

TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

Every day, the entities served by the OMNIA Partners deal with the challenges and concerns directly associated with its core business. Dealing with their roof is not and should not be one of them. To ensure a successful roofing program, you need to rely on your trusted business partner to provide a combination of products and services that best suit your needs. You expect them to lend experience, give advice, and offer guidance on the best approaches to meet your needs. You also require a partner that will be there if something goes wrong; and that has the experience and sense of urgency to resolve issues that arise.

Production Roofing

Our roofing solutions are designed to ensure you get the right roof system for your facility and

business needs; installed on time and on budget. Your roof is one of the largest facility expenses you must budget for—and it affects the success your operation. Tecta America's roofing solutions give you the peace-of-mind knowing that your roof system is installed with quality workmanship and safety at the forefront. Because we work with all manufacturers and all roof systems, we can help the OMNIA Partners understand the alternatives and make the best decisions for your ownership goals. In addition, our years of experience and financial stability give you the assurance that we will do the job right and be around for the long-term to provide ongoing support and maintenance and honor your roof system warranties.

Roof Asset Management

Our roof asset management solution will give the OMNIA Partners access to accurate and real-time information in order to properly manage, maintain, and budget the roofing systems at your multiple facilities. Unique tracking and monitoring tools, combined with relevant metrics and costing information, allow you to better forecast your roofing expenses and extend roof life through proper maintenance. Beginning with a comprehensive audit of your roof assets, we collect and analyze pertinent data. We rate the current condition of each roof in your portfolio and estimate remaining service life. All your important roofing information will be readily accessible: capital and expense forecasts, warranty documents, roof drawings, photos, and more. Armed with this complete collection of interdependent information, your roof planning and budgeting will be accurate—and easy.

TectaPlan – Computerized Maintenance Management for Your Roofing Portfolio

When managing multiple roofs, you need to be confident that your roofing program will perform and deliver. TectaPlan is the best resource for managing all your long-term roofing needs easily, consistently, accurately and securely. Powered by TectaTracker, this roof asset management program provides the roof condition reports and forecast data you need to avoid potential problems, helping you manage your roof assets efficiently and cost-effectively. We estimate the remaining service life of your roof through an inspection of ten critical benchmarks including membrane condition, flashing, leakage, drainage condition, roof age, present repair status, insulation condition, rooftop traffic, interior occupancy and an overall assessment.

TectaTracker includes:
Detailed Documentation
All of your critical information in one place, including drawings, photos, warranties, proposals, historical information and other documents for quick, secure access. An invaluable resource for large portfolio managers.

Roof Assessor
Roof Assessor provides you with an objective assessment of the roof condition and estimated remaining service life. TectaTracker's consistent rating systems help you evaluate overall roof performance.

Reports
Create customized reports on one or multiple properties in your online portfolio to meet your specific needs and get detailed information on your roof system and roof condition.

Financial Planner

Get a better handle on budgeting. Financial Planner provides a 10-year forecast and condition-based estimate of anticipated maintenance and repair costs. In addition to budgeting operating costs, track capital expenses and perform a deferred analysis on any or all roofs in your portfolio.

How TectaTracker works:
Tecta America trained technicians gather any roof history you may have, as well as warrantee documents. They evaluate current roof conditions and develop repair recommendations based on a thorough inspection. Photos are taken of any areas of concern and to document any repair work accomplished. Information is then uploaded to the TectaTracker website for you to review and use as needed. On a predetermined schedule, repeat TectaCare Planned Maintenance inspections will be performed. Updates to your roof conditions and repair recommendations will be made and documented in TectaTracker, accessible to you for review. Over the long view, TectaTracker will provide a positive return on investment by helping you make maintenance decisions that will prolong the life of your roof, ensuring that your roof remains free of deficiencies and your budget is free of surprises.

TectaTracker Roof Audit and Report
You will have access to TectaTracker, a proprietary web-based platform that stores information on roof systems across a portfolio of buildings. Developed in conjunction with a leading Roof Consultant, it includes information such as roof system, warranties, age of roof, photos, repair history and, critically, includes a financial forecast of expected repair costs. It is invaluable for budgeting roof repair and maintenance as well as long-term capital planning and is designed to give real estate managers at all levels the critical roofing information needed to make decisions, prepare budgets and identify problems before they happen.

A Roof Audit will be performed as the first inspection for each location. It will include:
• Roof Inspection: a visual survey of the exterior condition of each building's roof and roof related sheet metal. The visual survey also includes deterioration or damage we may observe to metal wall panels, brick wall dividers, and parapets. These items will be brought to the owner's attention for further action. The Roof Inspection does not include items such as structural damage or deterioration occurring below the observable roof membrane.
• The initial audit of a facility also includes the gathering and data input of the following detailed information:

- o CAD drawing with projections obtained from initial roof inspection
- o Photos of the exterior of the building, roof, defects, and roof related details
- o Roof system information including deck, insulation, membrane, surfacing, past history, and other information
- o Core cuts as needed to obtain or verify roof system information
- o Warranty Information and confirmation
- o Roof Assessor –a proprietary tool which estimates a roof's remaining useful life based on critical factors and offers a consistent analysis from roof to roof
- o Prioritized roof repairs and maintenance items
- o Long-term budget

Tecta will provide you and your designated staff a password and access to the Tecta Tracker website so that you can review the details on each of your Projects or designated portfolio of Projects on demand. During the term of this agreement and any subsequent amendments or extensions, Tecta America will update and maintain all roof related data in the Tecta Tracker system.

Report
A detailed Tecta Tracker report can be prepared on-demand by you for each facility covering, among other things, roof condition, defect photos, Roof Assessor Points and a summary of all recommended service repairs required to bring the roofing system to a maintainable condition including cost associated with such repairs. Finally, a Five-Year Forecast will be provided, updated and reviewed annually to anticipate and budget capital and expense items. This report will be available in the on-line TectaTracker program.

Some key features of the report are:
- Building and Roof Information: Includes information such as roof system, warranties, drawings and more
- Defect and Repair History: Includes defect photos and recommended repairs
- Roof Assessor: a quantitative assessment of the roof system and its expected remaining useful life. Factors such as membrane condition, flashings, penetrations, and roof traffic impact the calculations
- Five Year Forecast: the detailed forecast of the cost and timing of service repairs needed, the annual preventive maintenance and the timing of roof replacements

Tecta Response

Many Types of Extreme Weather Events
Every year, extreme weather events attack buildings, and especially roofs, in a variety of ways. From, hurricane force storms that hit our coast lines to tornado and straight line wind events, hail storms, snow storms, and severe weather storms with high levels of rainfall. These extreme weather events cause havoc for facility managers, with loss of power, deck deflection, collapse, and building damage, water intrusion, interior contents damage and more.

Local roofing contractors are frequently overwhelmed serving their customer base, requiring days and weeks just to get a contractor to look at a property. A pre-storm plan that relies on a strong national provider with strong resources relationships and the ability to prevent further damage and return your facility to normal as quickly as possible.
Tecta Response is the most comprehensive disaster response program in the industry, able to handle any disaster, any roof, anywhere. We're experienced in disaster work, with the resources, communication and stability you need in your roofing company.

The calm before the storm.
If a facility is at risk of potential damage, we offer pre-storm agreements to establish advance authorization and collaborate on a plan so our crews can be ready to go.

Hit the ground running.
Our repair crews arrive within 48-72 hours to inspect the roof, assess the condition and begin making temporary or permanent repairs.

Nimble, flexible and reliable.
How we get you back in business—fast:
Resources: over 3,500 expertly trained roofing professionals nationwide
Experience: Andrew, Katrina, Rita and more; we know what it takes to work in hurricane zones
Materials: we have contracts with all major manufacturers to guarantee supply

Licensing: fully licensed to work ANYWHERE in the U.S.
Planning: easily accessible repair materials; crews have pre-arranged housing with mobile office capabilities, and are on-site with materials, equipment and resources as soon as the storm has passed.

How Could You Be Impacted?
Extreme Weather events can have devastating impact on your facility, including:

- Complete loss of roofing system, exposing facility to elements
- Severe damage leading to water intrusion
- Costly interior damage
- Facility downtime due to safety and equipment issues
- Inventory loss
- Inability to have to get a contractor on a timely basis
- Issues with your insurance company covering your damages

Protection and Response You Can Count On For All Types of Extreme Weather
Our unique Tecta Response program provides you with the security of having a qualified, heavily resourced national roofing contractor perform an immediate response to your facilities' needs. Because this is a preplanned program: planning, execution, and pricing can be put into place far in advance of the actual storm events. Depending on the level of service you sign up for, this response can range from simple inspection and reporting to immediate mitigation, temporary protection, and full solution. Regardless of the extreme weather event type, our goal remains the same: to quickly and attend to your facility's needs, minimize damage expenses, and reduce your cost of downtime.

A Tecta Response Master Storm Agreement has a specific rider for each major type of extreme weather event. Each is uniquely designed to your specific needs in each type of event, to quickly mitigate damages and to get your facility back to normal operations as quickly as possible.

Hail: In the enrollment process for Hail Response we will discuss:
* Roofing types * Emergency contact information * Warranty information
Tecta America subscribes to several third-party storm monitoring agencies and can very quickly communicate to Tecta exact zip codes where hail activity occurs while it is happening. We will cross reference these reports with facilities that have enrollment in our program and immediately engage Phase One damage assessment inspections if hail size reports exceed the thresholds agreed upon in the enrollment process. If we arrive on site for Phase One damage assessments and find damage, we will immediately dispatch Phase Two temporary roofing and repair crews to mitigate damages and get the roof into a watertight state. Phase Three, for hurricane response, if needed, is working hand in hand with you and your Risk Management group to develop and implement a long-term solution.

ABOUT TECTA AMERICA CORP

RELEVANT EXPERIENCE AND CORPORATE OVERVIEW

Sterile facts and figures do not tell the true story of an organization's strength, stability, and commitment to client satisfaction. This section of our proposal highlights relevant information that will help the OMNIA Partners understand the nature of our company.
More important, we want you to understand why these things should be important to the OMNIA Partners, and how they will help you achieve your business goals.

OUR DIFFERENTIATORS
BUSINESS STRENGTHS THAT MAKE A DIFFERENCE

Selecting the right roofing contractor can be challenging. How do you know you will get the results you want? Does the contractor have the right type of background and experience? How do you compare one contractor against another—beyond the color of their trucks, or the weight of their proposals? This section of the proposal discusses several important business strengths that differentiate Tecta America from other roofing contractors. Though there are many reputable and knowledgeable contractors in the market, the following differentiators will help define why Tecta America is the right partner for the OMNIA Partners. We encourage you to check out the facts—and compare.

Dedicated Professional Service Departments

The ongoing service you receive from your roofing contractor is just as important as the quality of installation—perhaps more so. Even the best roofing system requires maintenance and professional support. Tecta America has dedicated service departments to troubleshoot problems that might arise and recommend the best solutions. Roof leaks can be difficult to assess and fix; a challenging task for contractors who simply pull workers off production crews to handle warranty issues or roof leaks. Our service departments offer the most responsive, knowledgeable service in the industry. This means that the OMNIA Partners will have any future roofing issues handled effectively and promptly. In addition, our service techs are uniformed and professional, providing a better image while on your property.

Experience and Tenure: Meeting Your Current and Long-Term Needs

The average tenure of our operating locations exceeds 60 years. Our staff of over 5,000 professionals has seen virtually every type of roofing issue and has the collective experience to solve problems—fast. In contrast, the typical roofing contractor is a sole proprietorship that has been in business less than ten years; and employs fewer than 35 workers. Tecta America will be around for the long haul to service your ongoing roofing needs. Given that most roofing systems are designed to last an average of 15-20 years, it's comforting to know that your contractor will be in business as long as the roof they install.

Flexibility and Local Presence

Because of our adaptability and local presence, Tecta America has the resources to support the OMNIA Partners' project, regardless of size or scope. We have the methods and processes in place to integrate with your organization and remain focused on your needs.

Roof Management Program for Facility Managers

Managing a roofing system, and preparing associated budgets, is outside the realm of experience for many facility managers. To fill this knowledge-gap, Tecta America offers the only Roof Asset Management program designed specifically for facility managers. The program provides a common platform for all your roofing information. Inspections and information gathering are done in a consistent format and allow you to compile comprehensive data on your roofing assets. This helps you avoid budget surprises by giving you the ability to make plans based on current and accurate data.

Safety Practices that Translate into Quality Installation and Service

The nature of roofing work has many inherent safety risks. Contractors with good safety records not only protect their workers, they also help avoid possible liability claims due to falls and accidents. But beyond these obvious advantages, a good safety record also reflects on the quality of work

performed. This is because the same processes that comprise a good safety program—training, pre-job planning, and job-site communication—are also critical factors in quality installation and repair. Tecta America has the most comprehensive safety program in the roofing industry. Testament to this fact is that we have an Experience Modification Ratio (EMR) of only .53, half that of the industry average. (A lower EMR indicates fewer accidents.) With this prominent focus on creating a safe work environment, the OMNIA Partners has the assurance that we have an equally strong focus on quality installation and maintenance.
The best indicator of future success— is past success. The OMNIA Partners has many choices to assist with your roofing program; and you can't afford to select a
contractor that doesn't have your best interests at heart. We know that the most important testimonials about our commitment to client satisfaction come not from Tecta America, but rather from our customers.

GREEN ROOFING INITIATIVES

Tecta is the total green roof solution. As the nation's leading roofing contractor, we've installed and maintained more green roofs than anyone else. From start to finish—and beyond—our roof experts will ensure that your green roof is the healthiest it can be.

Vegetative Roofing or "Green Roofs" are composed of several layers including soil media and vegetation. These roofs are growing in popularity, especially as the concern with global warming has reached all levels of government and business. Many municipalities provide tax benefits for builders that construct or retrofit their buildings with vegetative roofs.

These systems offer a variety of benefits:
They reduce the amount of storm water discharged into municipal sewer systems, thus helping reduce the dangers of flooding. The vegetation that is an essential part of these systems helps absorb pollutants, including greenhouse gases such as carbon dioxide. These roofs help reduce the "heat island" effect in urban areas, where the concentration of concrete and other heat-absorbing materials can increase the temperature by several degrees in relation to less built-up areas. Vegetative roofs provide increased insulation. Buildings on which these green roofs have been installed invariably experience lower heating and cooling costs. These roofs provide increased plant and animal habitat. In many places where such roofs are becoming popular, there has been a notable increase in bird populations. Green roofs often provide aesthetic benefits and serve as a major amenity for building occupants as these "roof gardens" gain in prevalence and popularity.

A Tecta roof offers a variety of benefits from economic to environmental to aesthetic. No matter what your facility's goals may be, our experts will design a green roof that accomplishes your objectives.

Reduced storm run-off - A green roof can retain up to 96% of storm water, allowing it to evaporate rather than drain into retention pond and lead to financial incentives.
Energy savings - On a 90-degree day, a green roof keeps the roof temperature a cool 95 degrees while a dark roof bakes to 160 degrees or more. Result: interiors stay cooler, and energy costs go down.
Extended roof life - Installing a green roof system has the potential to double the lifespan of a conventional roof. For example, 2011 Executive Report determined the Target Center in Minneapolis payback at 7.6 years, which mostly comes from saving the replacement costs.
Reduced carbon footprint - Green roof systems allow for plants to absorb CO2 and work to reduce the carbon footprint of your building.

Reduced Urban Heat Island effect - The surface of a green roof absorbs solar radiation and provides natural evaporative cooling.
Earn LEED points - A green roof provides more points than any other technology to achieve certification.
LEED - The Leadership in Energy and Environmental Design (LEED) program was created to provide a national standard for environmental construction in the building industry. When a building earns LEED points through environmental construction like a green roof, many states will reward the facility with tax credits and other financial incentives.

A Tecta Green roof can contribute up to 3-9 LEED points based on the USGBC rating system:
Sustainable Sites
Storm water Design: Quality Control – SS Credit 6.1 (1 pt.)
Heat Island Effect: Roof – SS Credit 7.2 (1 pt.)
Water Efficiency
Water Efficient Landscaping – WE Credit 1.1 (1-2 pts.)
Energy & Atmosphere
Optimize Energy Performance – EA Credit 1 (1-8 pts.)
Materials & Resources
Recycled Content – MR Credit 4.1 (1-2 pts.)
Regional Materials – MR Credit 5.1 (1-2 pts.)
Roofing Plus Solar Plus
Tecta has the ability to internally facilitate each stage of a solar project. Tecta works closely with each of our customers from initial assessment to project completion. Tecta's full-service approach provides project feasibility analysis, system design, financing, development, installation and maintenance of roof and solar installations. Each aspect is specific to our customer's needs, tax situation, and the physical and regulatory conditions and incentives of the location of the system. Tecta's approach provides a single source for developing and delivering an integrated solution and achieving our customer's expectations and returns. Tecta has the experience and understanding to deliver solar solutions that complement rather than compromise roof tops. We design our systems to account for the structural and design restrictions of the roof and apply thin-film or crystalline solutions with minimal to no penetrations. If the roof needs to be repaired or replaced prior to solar installation, Tecta has the expertise to perform these services in house.

Determine Site Capacity | Physical area considered for solar
Roof
Roof age / conditions
Roof warranty and insurer requirements
Ground
Soil conditions
Drainage considerations
Parking
Zoning and permitted use, FAR, permeability
Shading, setbacks, easements, ROWs, access
Permitting
Building & electrical
Interconnection
Environmental
Special (FERC, FAA, etc.)
Incentive Availability

Solar production-based incentives
Solar renewable energy credits
Grants
Tax abatements
Others

Feasibility Analysis and Customer Considerations
How much should it cost & when do we pay?
How much benefit comes out and when?
Constraints and limits

Public Sector - Tecta provides the solution for governmental entities looking to initiate sustainable energy projects: large, locally-sited solar power plants. These do not increase budget or consume scarce capital resources. Private ownership of solar equipment allows for Federal tax incentives to flow through to you as lower power costs. We will also work with you to ensure that our solar solutions meet the criteria for federal life-cycle cost requirements.

Tecta's customers include:
State / Federal Governments. Tecta transforms empty rooftops or open space into renewable resources. By hosting a solar power system, government entities can secure long-term clean electricity supply without any upfront cost or maintenance expenses.
Municipal Agencies. A power purchase agreement with Tecta is an effective way for municipal agencies to accelerate renewable energy goals and provide their communities with locally produced, clean, reliable, long-term renewable power. Municipal buildings, landfills, and water & sewer treatment plants are excellent locations for such systems.
Schools and Universities. Tecta provides schools, school districts and universities with a cost-effective way to meet increased sustainability goals and mitigate volatile energy costs. By hosting a solar power system, administrators can reduce operating expenses and transform empty campus rooftops, parking lots, or vacant land into productive assets which support sustainable long-term goals.

CONTRACTOR LICENSES

License Number: 17327
State: AZ
Trades: CONTRACTOR
License Number: ROC268373
State: AZ
Trades: K-42 ROOFING
License Number: ROC240655
State: AR
Trades: CONTRACTOR
License Number: 176510411
State: AR
Trades: CONTRACTOR
License Number: 6890411
State: CA
Trades: CONTRACTOR
License Number: 864500
State: CA
Trades: CONTRACTOR
License Number: 811111
State: CA
Trades: CONTRACTOR B C33 C39 ASB
License Number: 108533
State: CT
Trades: STATE CONTRACTOR
License Number: 9614546000
State: DE
Trades: STATE CONTRACTOR
License Number: 2005205492
State: DE
Trades: CONTRACTOR NONRESIDENT
License Number: 2003101239
State: DE
State: ID
Trades: CONTRACTOR
License Number: RCE31067
State: IL
Trades: ROOFING CONTRACTOR - UNLIMITED
License Number: 104-015059

License Number: 104-015129
State: IN
Trades: CONTRACTOR (INDIANAPOLIS)
License Number: C0027100
State: IA
Trades: CONTRACTOR
License Number: 04030-06
State: IA
Trades: CONTRACTOR
License Number: C000416
State: IA
Trades: CONTRACTOR
License Number: C000412
State: LA

Version May 30, 2025

Trades: CONTRACTOR NONRESIDENT (GROUP CODE 335)
License Number: 2005206749
State: FL
Trades: CERTIFIED ROOFING CONTRACTOR
License Number: CCC1326995
State: FL
Trades: CONTRACTOR
License Number: CCC1328756
State: FL
Trades: STATE of FLORIDA QUALIFIED BUSINESS
License Number: QB0004388
State: FL
Trades: QB0004388
License Number: CCC057634
State: FL
Trades: CERT. ROOFING CONTRACTOR
License Number: CCC054767
State: FL
Trades: CERTIFIED ROOFING CONTRACTOR
License Number: CCC1327174
State: FL
Trades: CERTIFIED ROOFING CONTRACTOR
License Number: CCC014118
State: FL
Trades: ROOFING CONTRACTOR
License Number: CCC1328756
State: GA
Trades: ROOFING CONTRACTOR
License Number: L89024
State: IL
Trades: ROOFING CONTRACTOR - UNLIMITED
License Number: 104-015241
State: IL
Trades: CONTRACTOR
License Number: N/A
State: NC
Trades: ROOFING
License Number: 59525
State: NC
Trades: CONTRACTOR
License Number: 60043
State: NC
Trades: G.C.
License Number: 24608
State: ND
Trades: CONTRACTOR
License Number: 1198800
State: OH
Trades: CINCINNATI STREET CONTRACTOR
License Number: TL20100179
State: OH
Trades: CINCINNATI CONTRACTOR
License Number: CBRC000600

Trades: COMERICAL
License Number: 44761
State: LA
Trades: COMERICAL
License Number: 16271
State: MD
Trades: NON-RESIDENT CONSTRUCTION
License Number: 15401053
State: MD
Trades: CONTRACTOR
License Number: 13394902
State: MD
Trades: CONTRACTOR
License Number: 30718185
State: MD
Trades: CONTRACTOR
License Number: 30439539
State: MN
Trades: CERT. of AUTHORITY
License Number: 20381592
State: MS
Trades: CONTRACTOR
License Number: 15380
State: MS
Trades: ROOFING SHEET METAL AND SIDING
License Number: 15028
State: NE
Trades: CONTRACTOR
License Number: 26231
State: NV
Trades: CONTRACTOR
License Number: 0066653A
State: NJ
Trades: CONTRACTOR
License Number: N/A
State: CO
Trades: CONTRACTOR
License Number: 93907
State: NM
Trades: ROOFING
License Number: 10626
State: NY
Trades: no license required
License Number: 2701023304A
State: VA
Trades: CLASS A CONTRACTOR
License Number: 2705096911A
State: WA
Trades: CONTRACTOR
License Number: WESTERS973-BN
State: WA
Trades: WA STATE CONTRACTOR
License Number: TECTAAS905DH
State: WV
Trades: CONTRACTOR
License Number: WV039408
State: TX
Trades: CONTRACTOR

State: OH
Trades: COLUMBUS CONTRACTOR
License Number: G4542
State: OR
Trades: COMMERICAL G.C.
License Number: 186215
State: PA
Trades: CONTRACTOR
License Number: 11072519
State: RI
Trades: CONTRACTOR
License Number: 24544334
State: SC
Trades: G.C.
License Number: G10976
State: SC
Trades: CONTRACTOR
License Number: 112352
State: TN
Trades: G.C.
License Number: 24009
State: TN
Trades: CONTRACTOR
License Number: 208783
State: TN
Trades: CONTRACTOR
License Number: 62356
State: UT
Trades: CONTRACTOR
License Number: 6789165-5501
State: VA
Trades: CLASS A VA CONTRACTOR
License Number: 2701030688A
State: VA
Trades: CLASS A VA CONTRACTOR
License Number: N/A
State: ME
Trades: CONTRACTOR
License Number: N/A
State: N/A
Trades: N/A
License Number: N/A
State: MA
Trades: CONTRACTOR
License Number: N/A
State: KY
Trades: CONTRACTOR
License Number: N/A
State: WI
Trades: CONTRACTOR
License Number: N/A

Tecta America has thoroughly reviewed the Contract Terms and Conditions for this solicitation. We understand your needs and are confident in our operational and procedural foundation, which meets or exceeds the specific requirements for the operations and management of the contract.

Tecta's management approach to successful execution will emphasize the following priorities:

- Development of value-based solutions and detailed scopes of work
- Procedural compliance with Member requirements for task order approval
- Safety
- Quality Control
- Subcontractor and HR Management
- Cost Control
- Schedule Control

KEY FEATURES OF TECTAPLAN	
Free enrollment	●
Certified Roofing Technicians	●
Licensed, bonded and fully insured	●
Leak free guarantee for your roof*	●
24/7 Solutions Center for immediate service dispatching	responsive
Priority service after severe weather	●
Immediate repair up to pre-authorized limits	●
Routine planned maintenance visits	●
Tecta Tracker Roof Asset Management	●
Roof Assessor Proprietary Diagnostic Roof Rating System	●
Tenant improvements	●
Due diligence	●

*with recommended repairs performed

Operations & Maintenance Overview

Ice damage, high winds, rain and snow will take their toll on any roof. And while you can't know when these weather events will take place, you should know that you're prepared for them. Otherwise you run the risk of unexpected roof problems interrupting your business, causing unhappy tenants, disappointed customers and severe financial loses for your business. The good news is a small investment in a regular program of roof inspections and maintenance can help you avoid and minimize unexpected and costly repairs. In fact, independent analysis shows that dollars spent on preventive maintenance programs have a positive NPV and deliver 300% ROI over time.

Planned Maintenance: The best way to prepare for the worst

Tecta America's Planned Maintenance program is designed to take the worry out of roof asset management, while protecting and prolonging the life of your roof by:

- Providing predictable roofing expenses and lower overall costs.
- Helping you budget maintenance dollars and allocate capital replacements.
- Keeping your warranties valid and your roofs performing at their best.
- Tailoring a program to specifically fit your roof and your business.

The plan for planned maintenance:

Inspect - Our trained technicians examine the exterior roof system, while noting the conditions of wall panels, area dividers, parapets and roof penetrations and documenting conditions to monitor in the future.

Clean - All debris is removed from roof surface, gutters, interior drains and through-wall scuppers to prevent ponding water that may cause premature roof aging and damage.

Maintain - As needed, we replace deteriorated sealant on metal flashings, top-off pitch pans, re-seal suspect flashing at equipment curbs and perimeters. We also secure drain clamps and rain collars at pipe penetrations.

Report - We provide an annual summation of work performed, assessment of roof conditions, including updated roof drawings and photographs.

Restore your roof and your confidence - Harsh weather, installation of equipment, traffic on the roof or neglect can cause some roofs to show considerable wear, to the extent they fail before reaching their predicted usable life.

But these roofs can be restored to a maintainable condition so they will reach their expected useful life, which in turn, delays the capital cost of major roof replacement.

As part of TectaCare Planned Maintenance, **Tecta** will make all the necessary repairs to bring your roof to maintainable condition. And all repairs made for roof restoration are backed by Tecta's one-year, leak-free renewable guarantee.

KEY FEATURES OF TECTACARE	
Free enrollment	●
Qualified Roofing Technicians	●
Licensed, bonded and fully insured	●
Leak free guarantee for your roof*	●
24/7 Solutions Center for immediate service dispatching	responsive
Routine planned maintenance visits	●
Tenant improvements	●
Due diligence	●

*with recommended repairs performed

Roof Asset Management Overview

Tecta Plan, Tecta's Roof Asset Management Program, gives you all the information you need to manage a portfolio of roofs and the tools to optimize your roof maintenance and capital budgets.

Tecta Plan is powered by Tecta Tracker, a proprietary information platform designed to provide more effective management of your roofing portfolio. It starts with Tecta Tracker Qualified Technicians performing a rigorous assessment and gathering relevant data that drives informed roofing decisions. All of our Tecta Tracker Certified Technicians must undergo extensive training and testing to qualify them for this distinction.

The Tecta Plan Roof Asset Management program evaluates roof conditions, repair costs and forecasts the remaining useful life of each of your roofs. The proprietary Roof Assessor scores your roof system on key criteria leading to an objective, quantitative score. This allows you to compare different roof sections and facilities in order to prioritize roof spending. Consequently, Tecta Plan helps you avoid unexpected budget and roofing issues, facility downtime and premature roof failure or replacement.

Data Acquisition & Entry Process

- Tecta Certified Inspectors perform field inspections assessments.
- Photos will taken by site personnel & processed
- Field data will be securely delivered to Tecta's secure site for data entry, processing, and drawings
- Secure Site Set-Up
- Reports Delivered according to NNSA Guidelines

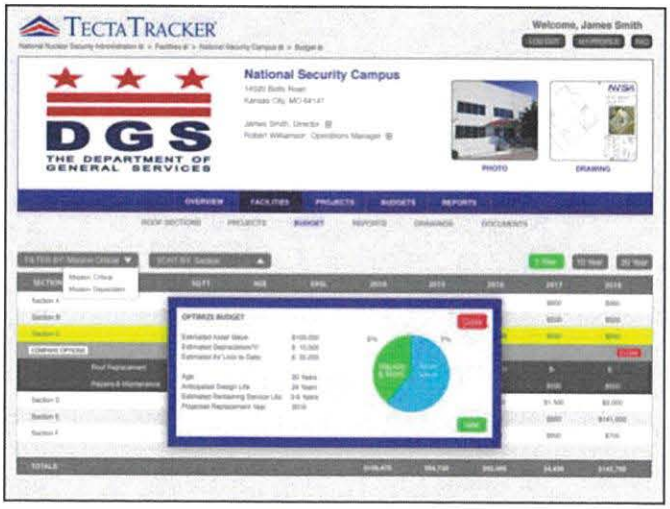


TectaTracker®

- Launched in 2001, TectaTracker is the premier roof asset management software in the roofing industry.
- Developed exclusively by Tecta America
- 4,000 facilities/14,000 roof sections & 200M SF under management
- On-demand 24/7 access via web portal

Tecta Tracker Database

- As-built data organized & stored for easy reference
- Warranty status & documents cataloged
- Snap-shot view captures age, pending repairs, roof condition & photos



Powered by TectaTracker:

Version May 30, 2025

Detailed Documentation

• All your critical information in one place, including drawings, photos, warranties, proposals, historical information and other documents for quick, secure access. An invaluable resource for large portfolio managers.

Roof Assessor

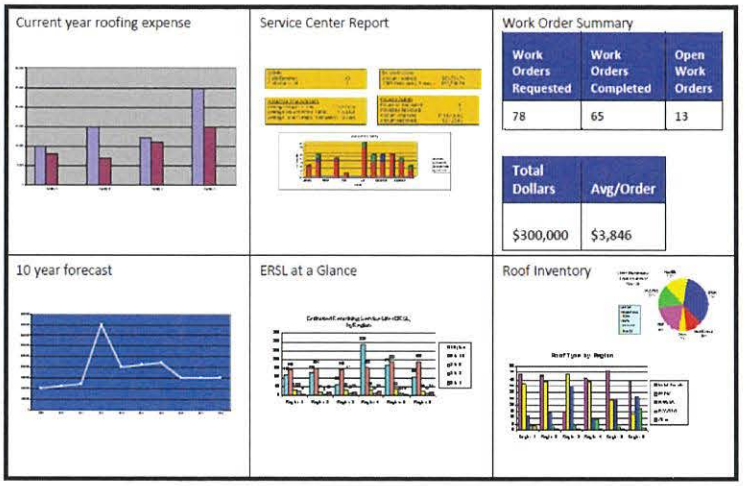
• Provides you with an objective assessment of the roof condition and estimated remaining service life. TectaTracker's consistent rating systems help you evaluate overall roof performance.

Reports

• Create customized reports on one or multiple properties in your online portfolio to meet your specific needs and get detailed information on your roof system and roof condition.

Financial Planner

• Get a better handle on budgeting. Provides a 10-year forecast and condition-based estimate of anticipated maintenance and repair costs. In addition to budgeting operating costs, track capital expenses and perform a deferred analysis on any or all roofs in your portfolio.



Program Benefits

- Simplified process
- Consistency in reporting, tracking, and pricing
- Immediate and Long-Term Savings
- Quality, safety, industry strength
- One point of contact
- Transparent process locally
- Warranty protection and documentation
- Service and response
- Ability to better track and predict future expenditures

TectaTracker is a key element in delivering a strong preventive maintenance program

- The Roof Assessor Tool provides an objective quantitative assessment of the roof condition
- The 5-year forecast provides data to use in budgeting operating costs
- The remaining estimated life provides information for capital expense budgeting
- Fact based analysis of roof condition
- Allow owner to prioritize between multiple buildings, roof sections

PROJECT TECHNICAL APPROACH & MANAGEMENT PLAN

This section of the proposal covers Key Personnel Roles & Responsibilities, Subcontractor Management, Safety, Quality Control, Contract Administration, Scheduling/Cost Control, Waste/Debris Management, and Contract Close-Out:

TECTA's management approach to successful management will emphasize the following priorities:
- Safety
- Quality Control
- Subcontractor and HR Management
- Cost Control
- Schedule Control

In our response, we have provided for your evaluation a summary of our capability to meet these critical priorities to successful management of this project.

Preconstruction – Our estimating and preconstruction ("Pre-Con") department supports the efforts of our group in developing cost estimates for the SOW under this contract. Our Pre-Con department is uniquely qualified to provide hard dollar lump sum bids via drawing take off efforts, etc. as well as conceptual design build cost proposals.

Logistics – TECTA operates multiple crews, in every Operating Unit to serve our projects. In addition, we have space to store fabricated materials, purchased materials, and equipment. This allows us to deliver fabricated materials and equipment directly to the jobsite on a schedule basis. This makes logistics on the jobsite cleaner and easier for the owner and prevents unplanned deliveries and coordination issues with the owner's facility.

Accounting – We track labor, material, and subcontractor costs on every project by work activity on the project. We use MS Project or Primavera to develop our schedules. Schedules can be cost loaded if required but we typically use an agreed upon schedule of values to back up our monthly billings on lump sum project. We routinely perform cost plus projects in the commercial sector and our accounting system is capable of tracking and reporting costs that directly back up our billings on these projects. Our experience in accounting on government projects is the backbone of our ability to control job cost. TECTA accounting systems and practices will allow our project manager to know and manage the costs of all components of a project as it is being performed.

Outline of SOW Response and Process

PRECONSTRUCTION
Step 1. TECTA Corporate Construction Executive will review the SOW to develop resource plan to achieve the best value. The Operating Unit President assigns a Project Manager (PM). The PM will attend site visit and clarify any ambiguities related to the SOW and client's project objectives.
Step 2. Led by TECTA's PM, planning is developed for the project approach, implementation, crew selection, subcontractor qualification/selection, identification of cost saving methods, prepare work/cost schedule, develop preliminary quality control and safety plans.
Step 3. The PM will submit a cost effective low-risk technical plan for review and approval to the
Issuance of Notice-to-Proceed (NTP)
Step 1. PM will coordinate project plans by conducting a "kick-off" meeting with the assigned Quality Control Manager (QCM), Safety Manager and Superintendent.
Step 2. PM will coordinate the project specific plan for technical execution in order to institute work controls, product material submission and permit requests, manage productivity, direct resources, prepare closure reports, prepare weekly reviews, monitor cost/schedule progress, respond to modifications, track subcontractor performance and enforce corrective actions. The project plan will include an environmental protection and site security plan.
Step 3. Quality Control and Safety Plan will be submitted within *2 days*. The plan will include enforcement of the initial team orientation meeting, safety/quality controls, project objectives, schedule milestones, inspections and preparation of reports.
Step 4. PM will establish the appropriate site security, environmental protection measures, and begin mobilization of personnel and equipment to complete the project accident free, on–time and within budget.
Step 5. Demolition and reinstallation of roofing system per project scope.
Step 6. Final inspections and punch list completion.
Step 7. PM, QCM and Superintendent conduct project closeout.

Project Manager – Our PM will be responsible along with the project management team for all estimating, scheduling, budgeting, purchase orders and subcontracts. The PM will have signatory authority, will be able to negotiate work orders and will have the full authority to bind TECTA. The PM will be a source of contact for the duration of the project. This approach will eliminate all communication confusion. The PM will generate monthly invoices, update CPM schedules, manage subcontractors, write purchase orders and monitor project budgets.

Quality Control Manager – The Quality Control Manager (QCM) assigned to the project will manage the performance of our QCM functions. The QCM oversees the thorough inspection of the project every day and ensures that proper QC instruction is given and followed. The QCM answers to the PM only in matters of daily logistics, but the QC program has its ultimate source of authority at the Office. In this way, QC remains the highest priority and will not suffer as a result of other project concerns. It also provides the QCM with the ultimate autonomy to make decisions solely with regard to quality.

The responsibilities of our QC inspection personnel also include scheduling their efforts to ensure that inspections are completed and documented in a timely manner. The QCM will ensure that the contracting office is always notified in advance of our inspections and will invite your inspectors to observe, participate, or advise in those inspections. QC is one of our highest priorities and it is the responsibility of the QCM to ensure that quality control inspections are implemented on every delivery order and that QC education is provided to each of our employees and subcontractors. The QCM will also respond to engineering and contracting issues as well as perform trend analysis and whenever necessary, initiate corrective action. In addition to the daily inspection of work sites, the QCM will insist that certain pre-set milestones (definable features of work) have quality control approval before the project can advance. These milestones are defined as structural, mechanical, electrical, or otherwise complex or critical project elements.

The client will be notified by the QCM when milestone quality inspections are to take place. When necessary, all quality control sampling and testing will be performed by subcontracted sources and outside laboratories. Certificates of accreditation will be required of all testing laboratories or specialists used under this contract. We will provide copies of the certificates and any other verification of compliance to the client. Our QC plan is designed to prevent problems and/or catch problems prior to project completion. This has virtually eliminated punch list items at our contract sites. However, if any items are found upon final inspection, we will take immediate action to correct all punch list items as soon as possible. A report will then be submitted to the client, detailing the correction of each item.

Superintendent – The on-site Superintendent reports directly to the PM and is responsible for supervising the work of craftsmen and subcontractors, maintaining project schedules, and verifying that work is completed in accordance with the plans, scope of work, and specifications. He will also ensure that proper safety and housekeeping procedures are followed, and that progress reporting is performed in a timely manner. The Superintendent will maintain constant communication with the subcontractors as well as the PM in order to ensure that the project proceeds in accordance with our high standards of quality, timeliness, and safety. The Superintendents are authorized to initiate change orders, if necessary, to expedite work.

The Superintendent will also work with the QCM and Safety Manager to ensure that all the TECTA Team personnel and subcontractors are aware of quality and safety issues and are provided educational opportunities and safety training when necessary. The Superintendent will ensure that any new addition to the on-site workforce attends a safety orientation and receives any necessary individual instruction with regard to safe work procedures. The project Superintendent will be held responsible for accident prevention and will issue safety instructions when work assignments are made, verifying that all crews have, as well as use, the proper protective equipment. He will also check for unsafe practices and conditions, and assist the QCM in checking for unsafe practices and investigating any accidents to determine cause and corrective action.

Safety Approach to Field Implementation and Enforcement – "Safety First" is the priority at TECTA. Our Safety Manager assigned to this project will have completed a minimum of 30-Hour OSHA training. The role of our Safety Manager on the contract will be to develop and coordinate the site-specific Safety Plan, to include implementing the safety, environmental protection and security plan for all on-site personnel. Field Safety Managers will report to the TECTA Corporate Safety Director.

"Safety First" is practiced at all times. Safety will always maintain a prominent role in all of TECTA's work plans submitted to the client. Our safety leadership will be comprised of a Safety Manager who will report to the PM. The Safety Manager will establish, manage and maintain a safe working environment, which allows construction personnel to build in accordance with design specifications with quality workmanship. Our assigned Safety professionals will lead meetings with all sub-contractors and ensure that all contractors are properly briefed on safety rules, regulations and considerations.

Responsibility for achieving our safety goals is held primarily by our Superintendent/Safety Manager but a priority for key personnel and subcontractors. Safety will receive full involvement of company management. Individual responsibilities are identified for field management. Every field management employee on our construction site may shut down a particular work operation that poses 'imminent danger' or if a situation arises which is immediately dangerous to life or health.

When such action has been taken, the Primary POC and/or PM shall be immediately notified and actions to remedy the situation shall be implemented. Managers and Supervisors from trade subcontractors shall also ensure that employees placed under their direction are trained and informed of safe methods and shall conduct their responsibilities in a safe and professional manner. The PM will schedule a meeting to communicate safety orientation.

The Safety Manager will ensure safety concerns are addressed to enforce safety awareness. The Safety Manager will develop a site-specific safety plan that will incorporate security concerns as well. The Safety Manager will brief the on-site construction team to include subcontractors. Safety will be the responsibility of everyone on the job site. Safety and quality principles are inseparable. Our priority for each project is to perform quality work in the most efficient, and safe manner possible.

Sustainability and Waste Management Approach – TECTA will implement reuse and recycling procedures to reduce disposal. TECTA will ensure that debris management is incorporated into the scope of work for the contract. TECTA will develop and implement procedures to keep solid waste from being contaminated and in a condition required for acceptance by a designated reuse, recycling, or disposal facility. Solid waste, rubbish, debris, and other discarded solid materials will be placed in containers that are emptied on a regular schedule. Handling and disposal will be conducted to prevent contamination. Segregation measures will be employed so that no hazardous or toxic waste will become co-mingled with
solid waste. The solid waste will be transported off of public property, and disposed of in compliance with Federal, State and local laws and regulations pertaining to the use of landfill areas.

Problem Prevention and Minimization – Weekly training will be conducted by the Superintendent in an effort to prevent and/or minimize any adverse environmental problems. The training will be completed before work begins and when conditions change. This training shall include methods of detecting and avoiding pollution; familiarization with pollution standards, both statutory and contractual; and installation and care of devices, and instruments required for monitoring purpose to ensure adequate and continuous environmental pollution control. Listed below are the project specific learning objectives of this training:

- Provide an overview of environmental and sustainability issues.
- Ensure compliance with federal, state, and local environmental laws.
- Review of site-specific procedures and management plans to establish expectations.
- Methods of detecting and avoiding pollution
- Familiarization with statutory and contractual pollution standards.
- Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants
- Spill containment exercise will occur monthly as part of weekly toolbox meetings establishing a

familiarity with a plan in case a spill occurs.

Proposed Processes for Requests For Information (RFI) – RFI's may be initiated by anyone providing services to the project. The RFI may be prepared in electronic format and/or hard copy. An RFI will be funneled through Foreman, Superintendent and/or the PM. Each RFI will be reviewed by the next level of management with final review by the QCM. Upon final formation, the RFI will be submitted to the client by the QCM or PM. Upon receipt of the client response to an RFI, it will be delivered to the Project Engineer for copying, filing and distribution to the PM. The PM will process the RFI according to the required action with the Superintendent, Foreman, etc. Should the RFI response impact the management plan or schedule, changes will be made according to the required action.

Submittal Reviews and Approval – Submittal information will be provided by and prepared by the TECTA QCM responsible for the action being documented/ reported. The submittal information will be validated and submittal documents prepared by the QCM. Each submittal package will be approved for submittal to the client by the PM/Submittal Reviewer and QCM. A transmittal form will be generated for numbering and tracking on the submittal register.

Testing Laboratories and Procedures – When necessary, all QC sampling and testing will be performed by subcontracted sources and outside laboratories. Certificates of accreditation will be required of all testing laboratories or specialists used for any testing done under this contract. We will provide copies of these certificates, chain-of-custody and any other verification of compliance to the client. The testing company used might vary from project to project, but each testing subcontractor will be required to produce the necessary qualifications and credentials to perform laboratory testing.

Project Closeout Procedures – The QCM will perform the final building turnover, close-out and commissioning in accordance with the following:

- Manage and implement a Commissioning Plan for all systems associated with the SOW for this contract through coordination with each discipline
- Develop & maintain a punch list of all construction deficiencies at end of construction period. QCM will ensure all deficiency items have been completed and/or corrected prior to Owner turnover. The Owners Representative will participate in preparation of the Final Punch List
- Develop and organize equipment and system training involving installing contractors and suppliers. All training will be coordinated and scheduled with end user upon completion; startup and commissioning of each equipment item and/or system.

TECTA's Completion Package – Once the project is complete, any changes or modifications to the construction drawings must be incorporated into accurate as-built drawings, submitted to the client in the package listed below. As-built drawings will show changes and revisions to the construction drawings including structural details, foundation layouts, subsurface utility lines, equipment, sizes, etc. If the completed construction reflects no modifications to the construction drawings, then copies of the original construction drawings may be stamped "as-built drawings."

TECTA Completion Package:

- Book of Warranties
- Product User Information Binder:
- Safety Precautions
- Normal Operations and Service Requirements with Maintenance/Repair Procedures
- Environmental Conditions
- Material Safety Data Sheets
- Personnel Training Requirements and Briefing from TECTA Superintendent
- TECTA Contact Information
- As-Built Drawings
- Property Records

TECTA AMERICA
Roofing Redefined

Request for Proposal (RFP)
OMNIA Partners Cooperative Purchasing
ESC – Region 14

Section 4

References
&
Experience

Version May 30, 2025

Tecta America References

Client Reference #1
Agency's contact Name: Deanna Podbielan
Title: Oregon Metro (State of Oregon)
Address: 600 NE Grand Ave Portland, OR 97232
Telephone: (503) 797 - 1864
Email Address: deanna.podbielan@oregonmetro.gov
Years Serviced: 2021, 2023, 2024, & 2025
Description of Services: Overlay, Coatings, Service, Repairs, and Skylights
Annual Volume: $250,000.00

Client Reference #2
Agency's contact Name: Robert Ross
Title: Austin ISD
Address: 4000 S IH 35 Frontage Rd Austin, Texas 78704

Telephone: (512) 414 - 4456

Email Address: Robert.ross@austinisd.org
Years Serviced: 2023-Current
Description of Services: Multiple
Annual Volume: $1Million+

Client Reference #3
Agency's contact Name: Wade Taylor
Title: Jacksonville Port Authority
Address: 9620 Dave Rawls Blvd Jacksonville, FL 32226
Telephone: (904) 357 - 3129
Email Address: wade.taylor@jaxport.com
Years Serviced: 2023-Current
Description of Services: Reroofs, Overlay, Service, Skylights, Coating, Downspouts, and more
Annual Volume: $1Million+

Client Reference #4
Agency's contact Name: Kevin Harvill
Title: City of Baytown
Address: 2407 Market Street Baytown, TX 77520
Telephone: (214) 957 - 4879
Email Address: kevin.harvill@baytown.org
Years Serviced: 2022-2024
Description of Services: Reroof, Coating, Service, Water Tests, and Repairs
Annual Volume: $1Million+

Client Reference #5
Agency's contact Name: Wes Gordon
Title: University of Maryland
Address: 11868 Academic Oval Princess Anne, MD 21853
Telephone: (410) 706 – 2427
Email Address: wgordon@umaryland.edu
Years Serviced: 2022-2024
Description of Services: Reroof, Waterproofing, Coating
Annual Volume: $1Million+

Client Reference #6
Agency's contact Name: Elaine Allnut
Title: Salisbury University
Address: 1101 Camden Ave Salisbury, MD 21801
Telephone:(410) 543 - 6506
Email Address: epallnut@salisbury.edu
Years Serviced: 2021-Current
Description of Services: Reroof, Coating, Overlay, Maintenance, Repairs, Service, Gutters, Masonry Work, Waterproofing, Water Testing
Annual Volume: $500,000.00+

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 14 Education Service Center (ESC) (hereinafter defined and referred to as "**Lead Public Agency**" f/k/a a Principal Procurement Agency), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Roofing Products and Services. The intent of this Request for Proposal is any contract between Lead Public Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through the OMNIA Partners cooperative purchasing program. The Lead Public Agency has executed a Lead Public Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. Unless otherwise provided in the Master Agreement, the terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Lead Public Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Lead Public Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Lead Public Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation

B. Encouraging competitive manufacturer offerings

C. Providing enhanced data driven analytics to suppliers and manufacturers

D. Identifying participant engagement opportunities for suppliers and manufacturers

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Public Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Public Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Lead Public Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Public Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating

Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Public Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Public Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services. **Tecta America Corp. was founded in 2000, Tecta has grown to be a national leader in the roofing industry. Our manpower consists of over 5,000 employees with 100+ local offices located throughout the U.S. that average 60+ years of business. We have experience in every roof system and certified by every major manufacturer.**

B. Total number and location of salespersons employed by Supplier.
Tecta America has 100+ locations with an average of two salespeople in each location nationwide. Which gives us 200+ salespeople nationwide.

C. Number and location of support centers (if applicable) and location of corporate office.
Tecta America Corp. 9450 W. Bryn Mawr, Suite 700, Rosemont, IL 60018

Andy Carr, National Cooperative Accounts Manager, 708-451-0743, acarr@tectaamerica.com
(Contact for sales, financial reporting, Executive support)

Samantha Carr, National Cooperative Contract Specialist, 847-727-1116, srcarr@tectaamerica.com
(Contact for sales support, marketing)

	OU	Address	City	State
1	Southeast - Birmingham	5578 Morgan St	Birmingham	AL
2	Arizona - Phoenix	3440 E Broadway Rd	Phoenix	AZ
3	Christianson Roofing	1566 Seventh Street	Riverside	CA
4	Eberhard Roofing - Los Angeles	5220 Raymer St	Van Nuys	CA
5	Tecta Sacramento	3257 Fitzgerald Rd	Rancho Cordova	CA
6	Tecta Southern California	1217 E Wakeham Ave	Santa Ana	CA
7	Western Roofing Service [Union]	15002 Wicks Blvd	San Leandro	CA
8	Monument Roofing – CO. Springs [Union]	1115 Valley St	Colorado Springs	CO
9	Colorado (TACO)	1881 West 13th Ave	Denver	CO
10	Empire - Aurora, CO	14101 East 33rd Place, Suite F	Aurora	CO
11	New England - East Hartford	105 Cherry St	East Hartford	CT
12	Childers Roofing (Jacksonville, FL)	1645 Jessie St	Jacksonville	FL
13	Southeast - Central FL - Jacksonville	530 Ellis Road South	Jacksonville	FL
14	Southeast - Central FL - Sanford	588 Monroe Rd	Sanford	FL
15	Empire - Sunrise, FL	4615 Northwest 103rd Ave	Sunrise	FL
16	Empire - West Palm Beach, FL	3110 45th Street, Suite F	West Palm Beach	FL
17	South Florida - Deerfield Beach	1431 SW 30th Ave	Deerfield Beach	FL
18	South Florida - Hialeah	4500 E 11TH Avenue	Hialeah	FL
19	West Florida - Tampa	5429 N 56th Street	Tampa	FL
20	Southeast - Atlanta	5085 Shiloh Rd	Cumming	GA
21	Empire - Atlanta, GA	5040 Bakers Ferry Rd SW	Atlanta	GA
22	Metalcrafts - Sanannah	4522 Ogeechee Rd	Savannah	GA
23	Sterling Commercial Roofing [Union]	2711 Locust St.	Sterling	IA

24	Anthony Roofing [Union]	2555 White Oak Circle	Aurora	IL
25	Sterling Commercial Roofing [Union]	2711 Locust Street	Sterling	IL
26	Illinois Roofing	4813 Kingston Avenue	Lisle	IL
27	Fort Wayne Roofing	4320 Ardmore Ave	Fort Wayne	IN
28	Blackmore & Buckner [Union]	9750 E 150th Street, Suite 1700	Noblesville	IN
29	B&L Roofing & Sheet Metal [Union]	1301 N Monroe St	Bloomington	IN
30	CE Reeve Roofing	5421 West 84th Street	Indianapolis	IN
31	Schwickert's - Lawrence (Kansas)	1841 E 1450 Rd	Lawrence	KS
32	Mahaney, a Tecta America Company - Wichita	2000 East 37th Street North	Wichita	KS
33	JB Roofing - Kentucky	4045 McCollum Court	Louisville	KY
34	New England - Brockton	1010 W Chestnut St	Brockton	MA
35	New England - North Billerica	2 Sterling Rd, Unit 1	North Billerica	MA
36	Tecta East - Fruitland	302 S Division St	Fruitland	MD
37	Tecta East - Jessup	7340 Montevideo Rd	Jessup	MD
38	Tecta East - Baltimore	5220 Pennington Ave	Baltimore	MD
39	New England - Portland	1093 Riverside Street	Portland	ME
40	RSM - Bangor	332 Target Industrial Circle	Bangor	ME
41	Schwickert's - Mankato	221 Minnesota St.	Mankato	MN
42	Schwickert's - Savage (Minneapolis)	8600 West 125th St	Savage	MN
43	Schwickert's - Stewartville (Rochester)	204 Schumann Dr NW	Stewartville	MN
44	RSS - Columbia [Union]	137 E Simon Blvd	Holts Summit	MO
45	RSS - St Louis [Union]	3810 Paule Ave	St. Louis	MO
46	Carolinas - Charlotte	13615 E Independence Blvd	Indian Trail	NC
47	Dakotas - Fargo	2315 7th Ave North	Fargo	ND
48	Dakotas - Bismarck (Mandan)	213 Riverwood Ave SE	Mandan	ND
49	Dakotas - Devils Lake	307 5th St SE	Devils Lake	ND
50	Dakotas - Grand Forks	1810 N 6th St	Grand Forks	ND
51	Dakotas - Jamestown	105 7th Ave SE	Jamestown	ND
52	Dakotas - Minot (East/West)	205 42nd St SE, Suite 100	Minot	ND
53	Melanson - Bow	5 Ferry Rd	Bow	NH
54	Melanson - Keene	353 West Street, P.O. Box 523	Keene	NH
55	Chris Andersen Roofing [Union]	95 New Brunswick Ave, Ste 1	Hopelawn	NJ
56	Metro NY	38 Roosevelt Ave	Belleville	NJ
57	Pieros Roofing Specialists	58 Tannery Road	Somerville	NJ
58	JP Patti [Union]	365 Jefferson St	Saddle Brook	NJ
59	J3 Systems, A Tecta America Company	145 Bosque Farms Boulevard	Bosque Farms	NM
60	Eberhard Roofing Southwest [Union]	3995 W Dewey Dr	Las Vegas	NV
61	Alpine Roofing - Sparks	25 Greg Street	Sparks	NV
62	Roof Services of New York (RSNY)	48 W Jefryn Blvd	Deer Park	NY
63	WeatherGuard	2003 Chrisler Ave	Schenectady	NY
64	JB Roofing - Akron	1750 Wadsworth Road	Akron	OH
65	JB Roofing - Columbus	1330 Stimmel Road	Columbus	OH
66	JB Roofing - Tiffin	1480 S County Rd 594	Tiffin	OH
67	Zero - Cincinnati	6225 Wiehe Rd	Cincinnati	OH

68	Zero - Columbus	1330 Stimmel Road	Columbus	OH
69	Zero - Dayton	6104 Executive Blvd	Huber Heights	OH
70	Empire - Tulsa, OK	1709 East King Place	Tulsa	OK
71	Empire - Oklahoma City, OK	1025 Enterprise Avenue, Suite B	Oklahoma City	OK
72	Oklahoma-Muskogee	3143 N 32nd Street	Muskogee	OK
73	Oklahoma Roofing & Sheet Metal	1708 Lowry Avenue	Oklahoma City	OK
74	ABC Roofing [Union]	11305 NE Marx St	Portland	OR
75	Tuscano-Maher Roofing, Inc.	373 Moween Rd	Saltsburg	PA
76	Tecta East - Glen Rock	342 Commerce Drive	Glen Rock	PA
77	Wolfe Roofing	3907 Pottsville Pike	Reading	PA
78	Tecta East - Architectural Metals	342 Commerce Drive	Glen Rock	PA
79	Eagle Cornice - Cranston	89 Pettaconsett Ave	Cranston	RI
80	Carolinas - North Charleston	4244 Scott St, Suite B	North Charleston	SC
81	ARS - Sioux Falls	4700 N Wilcox Drive	Sioux Falls	SD
82	ARS - Watertown	724 Oakwood Road	Watertown	SD
83	Empire - Nashville, TN	1645 Lebanon Pike Circle	Nashville	TN
84	Empire - Memphis, TN	1300 Lincoln Street	Memphis	TN
85	CS - Amarillo	2214 S. Lincoln St	Amarillo	TX
86	Empire - San Antonio, TX	4260 Dividend Drive	San Antonio	TX
87	CS - Lubbock	5401 Acuff Rd	Lubbock	TX
88	Empire - Pflugerville, TX	16311 Central Commerce Drive	Pflugerville	TX
89	J Reynolds	369 Sansom Blvd	Saginaw	TX
90	Empire - El Paso, TX	1410 Gail Borden Place, Suite A-5	El Paso	TX
91	Empire - Fort Worth, TX	4801 Esco Drive	Fort Worth	TX
92	Empire - Houston, TX	16520 Central Green Blvd	Houston	TX
93	Roof Services - Richmond	2621 Cogbill Rd	Richmond	VA
94	Roof Services - Virginia Beach	3056 Holland Road	Virginia Beach	VA
95	Skyline Roofing - Rockingham, VA	2389 Grace Chapel Road	Rockingham	VA
96	Katchmark - Chantilly	3856-A Dulles South Court	Chantilly	VA
97	Katchmark - Chesapeake	119 Bruton Court	Chesapeake	VA
98	AC Hawthorne - Williston	252 Avenue C	Williston	VT
99	Melanson - Bennington (Vermont Roofing)	1325 Harwood Hill, P.O. Box 1535	Bennington	VT
100	Melanson - Rutland (Vermont Roofing)	118 Spruce Street, P.O. Box 237	Rutland	VT
101	Seattle	9500 Aurora Ave North	Seattle	WA
102	FJA Christiansen Roofing	2101 W Purdue St	Milwaukee	WI
103	Pioneer Roofing [Union]	151 Maple St	Johnson Creek	WI
104	Commercial Roofing	2300 Maple Drive	Plover	WI
105	Oshkosh Industrial Roofing & Sheet Metal	4868 County Rd A	Oshkosh	WI
106	Tecta America-WV	612 Stanaford Rd	Beckley	WV

D. Annual sales for the three previous fiscal years.

- Cities / Counties-2025: YTD **$46m** 2024: **$42m** 2023: **$38m**
- K-12- 2025: YTD **$111m** 2024: **$109m** 2023: **$106m**
- Higher Education-2025: YTD **$47m** 2024: **$46m** 2023: **$45m**
- State-2025: YTD **$38m** 2024: **$34m** 2023: **$32m**
- Other government agencies or nonprofit organizations-2025: YTD**$130m** 2024: **$128m** 2023: **$119m**

a. Submit FEIN and Dunn & Bradstreet report.
FEIN: 84-1405685 **D&B:12583-7471**

E. Describe any green or environmental initiatives or policies.

GREEN ROOFING INITIATIVES

Tecta is the total green roof solution. As the nation's leading green roof contractor, we've installed and maintained more green roofs than anyone else. From start to finish—and beyond—our roof experts will ensure that your green roof is the healthiest it can be.

Vegetative Roofing or "Green Roofs" are composed of several layers including soil media and vegetation. These roofs are growing in popularity, especially as the concern with global warming has reached all levels of government and business. Many municipalities provide tax benefits for builders that construct or retrofit their buildings with vegetative roofs.

These systems offer a variety of benefits:
They reduce the amount of storm water discharged into municipal sewer systems, thus helping reduce the dangers of flooding. The vegetation that is an essential part of these systems helps absorb pollutants, including greenhouse gases such as carbon dioxide.
These roofs help reduce the "heat island" effect in urban areas, where the concentration of concrete and other heat-absorbing materials can increase the temperature by several degrees in relation to less built-up areas.
Vegetative roofs provide increased insulation. Buildings on which these green roofs have been installed invariably experience lower heating and cooling costs. These roofs provide increased plant and animal habitat. In many places where such roofs are becoming popular, there has been a notable increase in bird populations. Green roofs often provide aesthetic benefits and serve as a major amenity for building occupants as these "roof gardens" gain in prevalence and popularity.

A Tecta roof offers a variety of benefits from economic to environmental to aesthetic. No matter what your facility's goals may be, our experts will design a green roof that accomplishes your objectives.

Reduced storm run-off - A green roof can retain up to 96% of storm water, allowing it to evaporate rather than drain into retention pond and lead to financial incentives.
Energy savings - On a 90-degree day, a green roof keeps the roof temperature a cool 95 degrees while a dark roof bakes to 160 degrees or more. Result: interiors stay cooler and energy costs go down.
Extended roof life - Installing a green roof system has the potential to double the lifespan of a conventional roof. For example, 2011 Executive Report determined the Target Center in Minneapolis payback at 7.6 years, which mostly comes from saving the replacement costs.
Reduced carbon footprint - Green roof systems allow for plants to absorb CO2 and work to reduce the carbon footprint of your building.
Reduced Urban Heat Island effect - The surface of a green roof absorbs solar radiation and provides natural evaporative cooling.
Earn LEED points - A green roof provides more points than any other technology to achieve certification.
LEED - The Leadership in Energy and Environmental Design (LEED) program was created to provide a national standard for environmental construction in the building industry. When a building earns LEED points through environmental construction like a green roof, many states will reward the facility with tax credits and other financial incentives.

A Tecta Green roof can contribute up to 3-9 LEED points based on the USGBC rating system:

Sustainable Sites

Storm water Design: Quality Control – SS Credit 6.1 (1 pt.)

Heat Island Effect: Roof – SS Credit 7.2 (1 pt.)

Water Efficiency

Water Efficient Landscaping – WE Credit 1.1 (1-2 pts.)

Energy & Atmosphere

Optimize Energy Performance – EA Credit 1 (1-8 pts.)

Materials & Resources

Recycled Content – MR Credit 4.1 (1-2 pts.)

Regional Materials – MR Credit 5.1 (1-2 pts.)

Roofing Plus Solar Plus

Unlike most solar companies, Tecta has the ability to internally facilitate each stage of a solar project. Tecta works closely with each of our customers from initial assessment to project completion. Tecta's full-service approach provides project feasibility analysis, system design, financing, development, installation and maintenance of roof and solar installations. Each aspect is specific to our customer's needs, tax situation, and the physical and regulatory conditions and incentives of the location of the system. Tecta's approach provides a single source for developing and delivering an integrated solution and achieving our customer's expectations and returns. Tecta has the experience and understanding to deliver solar solutions that complement rather than compromise roof-tops. We design our systems to account for the structural and design restrictions of the roof and apply thin-film or crystalline solutions with minimal to no penetrations. If the roof needs to be repaired or replaced prior to solar installation, Tecta has the expertise to perform these services in house. No other turnkey Solar Developer can provide both roofing and solar installation.

Determine Site Capacity | Physical area considered for solar
Roof
Roof age / conditions
Roof warranty and insurer requirements
Ground
Soil conditions
Drainage considerations
Parking
Zoning and permitted use, FAR, permeability
Shading, setbacks, easements, ROWs, access
Permitting
Building & electrical
Interconnection
Environmental
Special (FERC, FAA, etc.)
Incentive Availability
Solar production-based incentives
Solar renewable energy credits
Grants
Tax abatements
Others

Feasibility Analysis and Customer Considerations
How much should it cost & when do we pay?
How much benefit comes out and when?
Constraints and limits

Public Sector - Tecta provides the solution for governmental entities looking to initiate sustainable energy projects: large, locally sited solar power plants. These do not increase budget or consume scarce capital resources. Private ownership of solar equipment allows for Federal tax incentives to flow through to you as lower power costs. We will also work with you to ensure that our solar solutions meet the criteria for federal life-cycle cost requirements.

Tecta's customers include:
State / Federal Governments. Tecta transforms empty rooftops or open space into renewable resources. By hosting a solar power system, government entities can secure long-term clean electricity supply without any upfront cost or maintenance expenses.
Municipal Agencies. A power purchase agreement with Tecta is an effective way for municipal agencies to accelerate renewable energy goals and provide their communities with locally produced, clean, reliable, long-term renewable power. Municipal buildings, landfills, and water & sewer treatment plants are excellent locations for such systems.
Schools and Universities. Tecta provides schools, school districts and universities with a cost-effective way to meet increased sustainability goals and mitigate volatile energy costs. By hosting a solar power system, administrators can reduce operating expenses and transform empty campus rooftops, parking lots, or vacant land into productive assets which support sustainable long-term goals.

♦ F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. **Public agencies can take advantage of Tecta America's small business partners through out the US. These small businesses are WOSB, MBE, WBE, SDVOB, HUB Zone, and Veteran owned. These businesses can offer full construction services to public agencies by way of this contract, so the OMNIA Partners contract can work to its full potential through the supplier network.**

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

A Team Pacific Roofing – Small Business Enterprise
A.R.K. Fencing – Small Business Enterprise
Ameritech Contracting - SDVOSB
Bear Construction – Large Business
BEM – MBE, 8A, & Small Business Enterprise
Benchmark Electrical Solutions – Small Business Enterprise
Blue Jacket USA - SDVOSB
Fed Serve – Small Business Enterprise
InSite-Build – WOSB & MBE
Interior Alaska Roofing – Small Business Enterprise
J.A. Stowell Construction – Small Business Enterprise
Metropolitan Industrial System Solutions, LLC.
Pave America – Large Business
Red Oak Construction – Small Business Enterprise
RTG – WOSB & HUB Zone

I. Describe how supplier differentiates itself from its competitors. **Tecta's sales programs employ more than 100 people throughout the country who are involved on educating clients in the marketplace about Cooperative Purchasing. Tecta America is the largest commercial roofing contractor in the U.S. We are certified with all major manufacturers for all roof system types. We operate in all 50 states and all U.S. territories and can service 90% of the country's population within 4 hours.**

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier. **N/A**

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable; **N/A**

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. **N/A**

L. Describe any debarment or suspension actions taken against supplier **N/A**

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- **General Contracting**
- **Construction Management**
- **Lean Construction**
- **Demolition**
- **Building Assessment**
- **Interior Renovations**
- **Roofing**
- **Waterproofing**
- **Plumbing**
- **Painting**
- **Electrical**
- **HVAC**
- **Duct Cleaning**
- **Masonry**
- **Asphalt/Concrete Paving**
- **Landscaping**
- **Disaster/emergency relief**
- **Safety Equipment Install**
- **Energy, Sustainability & Resilience Consulting**
- **Any & All Construction Needs**

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas. **Tecta America does not have any restrictions to offering Roofing Products, Construction Services within any domestic US state or Puerto Rico. Tecta America has a diverse amount of suppliers in all states and can provide shipping through container on a ship or by air throughout all territories.**

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement. **Tecta America provides a 3rd party audit provided by a WOSB, HUB Zone small business. Tecta hires them to ensure fair pricing. Once an audit is preformed, we will provide an Request for Quotation Number (RQN) number on the proposal with a certifying letter stating we followed the Master Agreement Pricing. This is to ensure each and every Tecta location and dealer are held to the highest standards each and every proposal.**

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

A Team Pacific Roofing – Small Business Enterprise
A.R.K. Fencing – Small Business Enterprise
Ameritech Contracting - SDVOSB
Bear Construction – Large Business
BEM – MBE, 8A, & Small Business Enterprise
Benchmark Electrical Solutions – Small Business Enterprise
Blue Jacket USA - SDVOSB
Fed Serve – Small Business Enterprise
InSite-Build – WOSB & MBE
Interior Alaska Roofing – Small Business Enterprise
J.A. Stowell Construction – Small Business Enterprise
Metropolitan Industrial System Solutions, LLC.
Pave America – Large Business
Red Oak Construction – Small Business Enterprise
RTG – WOSB & HUB Zone

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. **Tecta America does not have any restrictions to offering Roofing Products, Construction Services within any domestic US state or Puerto Rico. Tecta America has a diverse amount of suppliers in all states and can provide shipping through container on a ship or by air throughout all territories.**

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Tecta requests that the following sections of our response not be made available on the OMNIA Partners website, as they contain proprietary or sensitive business information:

- **Section I (Sales Structure):** Detailed contact information for our highest-level executive in charge of the sales team.
- **Section K (Sales Data):** Total Public Agency sales figures and the list of our top 10 Public Agency customers, as this is sensitive financial and customer data.
- **Appendix C – (Pricing):** We offer full pricing audits on their proposals delivered. Tecta's revenue can be discussed as needed.
- **Exhibit G – (New Jersey Business Compliance):** A signed NDA will be required for the New Jersey Section.
- **Section 4 – (References):** Tecta wants to protect the privacy of our customers.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Tecta's Director of Federal Operations & SVP, James Phillips, will issue a formal, company-wide endorsement and sponsorship of the OMNIA Partners Master Agreement.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

The Government Contracts Team year around has individual trainings for all Tecta's operating units including an internal salesforce system that provides news, presentation materials, procurement laws, marketing, and market information.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Since Tecta America currently holds multiple OMNIA Partners contracts, so if awarded Tecta America will continue with updating OMNIA Partners.

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

We will immediately provide OMNIA Partners with our logo, targeted content, and keywords for the website contract search and ecommerce platform.

ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications

An extensive public relations program will be launched to target national, state, and local media with press releases of our contract award.

iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Tecta Website Update: We will complete a website update within the first 90 days, publishing the Master Agreement details, announcement, and key contact information.

iv. Design, publication and distribution of co-branded marketing materials within first 90 days

Co-branded Materials: We will design, publish, and distribute co-branded marketing materials and Sales Tools & co-branded literature within the first 90 days.

v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Tecta America typically attends 50+ tradeshows annually nationwide.

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

Tecta America will continue with updating OMNIA Partners as we currently do.

vii. Dedicated OMNIA Partners page on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Lead Public Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. **Tecta will transition existing Public Agency customers' accounts to the national Master Agreement available through OMNIA Partners as our preferred contracting vehicle. The process to transition existing non-cooperative customers to this Master Agreement will occur through proactive education, targeted marketing, and direct presentations by our specialized cooperative contracts team.**

Tecta currently holds the following cooperative contracts:

- **OMNIA Partners – Nationwide**
- **TexBuy – Texas Only**
- **TIPS – Nationwide**
- **Sourcewell/E&I Cooperative Services/Gordian (State of Indiana, State of Kentucky)**
- **PCA – Nationwide**

This new Master Agreement will be positioned as Tecta's primary and preferred cooperative contract among our other agreements. The partnership between the nation's largest roofer and the nation's largest cooperative group makes this our first-choice contract for all relevant Public Agency opportunities.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. **Tecta acknowledges and agrees to provide its logo(s) to OMNIA Partners and grant permission for use in marketing communications and promotions. We also acknowledge that the use of the OMNIA Partners logo will require permission for reproduction.**

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: **Tecta America agrees to comply with the OMNIA Partners requirements.**

i. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive for Participating Public Agencies

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: **Tecta America agrees to comply with the OMNIA Partners requirements.**

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

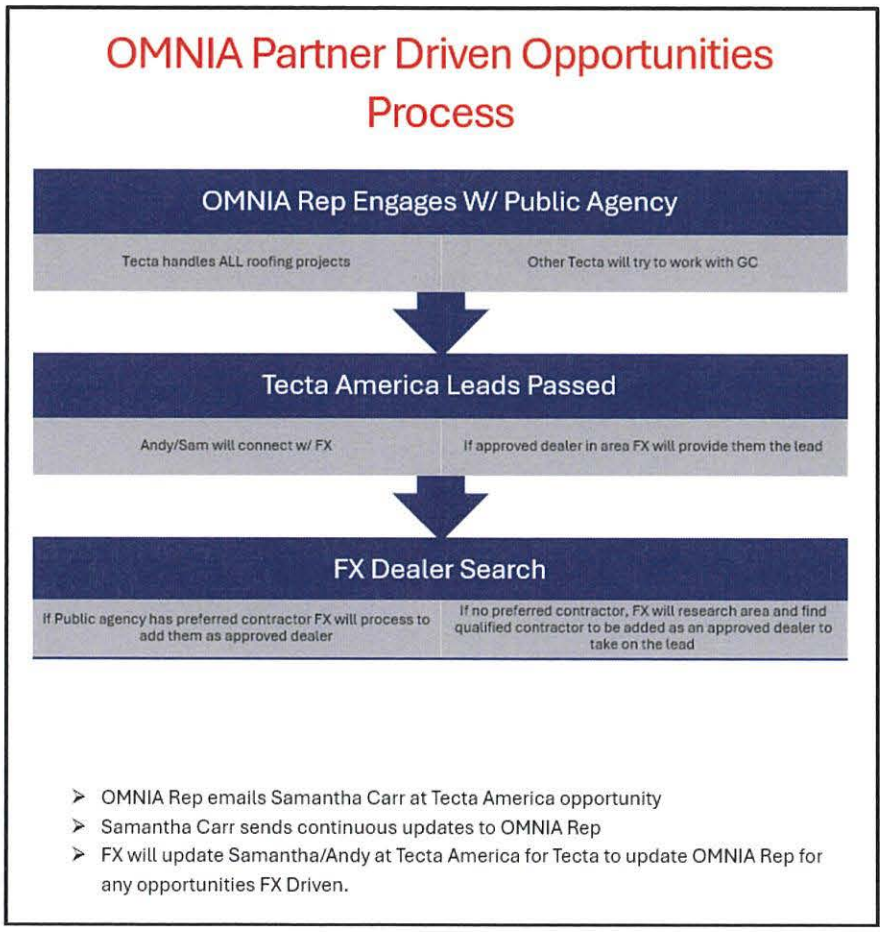
H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

Function	Name	Title	Email	Phone Number
Executive Support	James Phillips	Director of Federal Operations, SVP	jphillips@tectaamerica.com	(847) 581-3888
Contracts	Andy Carr	Manager of CO-OP Contracts	acarr@tectaamerica.com	(708) 451-0743
Marketing	Samantha Carr	National JOC/Cooperative Contracts Specialist	srcarr@tectaamerica.com	(847) 727-1116
Sales	Ron Neely, Peter Morton, Andy Carr	Ron (Regional CO-OP Contracts Manager), Peter (Southeastern Cooperative Contracts Manager), Andy (Manager of CO-OP Contracts)	rneely@tectaamerica.com, pmorton@tectaamerica.com, acarr@tectaamerica.com	(304) 549-3344, (413) 636-4253, (708) 451-0743
Sales Support	Samantha Carr	National JOC/Cooperative Contracts Specialist	srcarr@tectaamerica.com	(847) 727-1116
Financial Reporting	Andy Carr	Manager of CO-OP Contracts	acarr@tectaamerica.com	(708) 451-0743
Accounts Payable	Andy Carr	Manager of CO-OP Contracts	acarr@tectaamerica.com	(708) 451-0743

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Tecta's sales force is structured with Regional CO-OP Managers and Cooperative Contracts Managers (Ron Neely, Peter Morton, and Andy Carr) who work directly with local salesmen across our over 100 self-performing locations nationwide. Our managers first educate local salesperson on how to market and position OMNIA Partners as a benefit to both their customers and themselves. Furthermore, Samantha Carr, National JOC/Cooperative Contracts Specialist, has daily interactions with OMNIA Partners representatives across the country. This direct coordination ensures that leads are shared almost instantly with the correct local Tecta operating unit, which means the customer is being serviced in a timely manner. The highest-level executive in charge of the sales team is James Phillips, Director of all Federal Operations and SVP.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.



TECTA AMERICA
Roofing Redefined

Tecta America Driven Opportunities Process

Tecta America Engages W/ Public Agency

Tecta handles ALL roofing projects	Other Tecta will try to work with GC

Tecta America Leads Passed

Andy/Sam will connect w/ FX	If approved dealer in area FX will provide them the lead

FX Dealer Search

If Public agency has preferred contractor FX will process to add them as approved dealer	If no preferred contractor, FX will research area and find qualified contractor to be added as an approved dealer to take on the lead

- Once a proposal is reviewed by the Gov. Contracts team and delivered back to our local salesperson OMNIA Partner rep will receive an automated email of the customer and project name.
- Once a project is sold OMNIA Partners rep will receive an automated email of the customer, project, and sold value.

Dealer Driven Opportunities Process

Dealer Engages W/ Public Agency

Dealer will create propsal & estimate	Tecta's 3rd Party auditor will audit and FX will notfiy Tecta

Tecta America Receives Lead Notifcation

Andy/Sam will connect w/ FX for dealer updates	Tecta America & FX will make notes and track projects

FX Dealer Search

If Public agency has preferred contractor FX will process to add them as approved dealer	If no preferred contractor, FX will research area and find qualified contractor to be added as an approved dealer to take on the lead

- Once a proposal is reviewed by FX and audited by 3rd party it will be delivered back to our dealer for delivery. OMNIA Partner rep will receive an automated email of the customer and project name.
- Once a project is sold OMNIA Partners rep will receive an automated email of the customer, project, and sold value.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. **The contract is managed from a high level by James Phillips, Director of all Federal Operations and SVP, who reports directly to the C-Level of Tecta America, demonstrating that CO-OP work is a priority for the company as a whole.**
The day-to-day operations, including ongoing coordination of marketing and sales efforts, are managed by Andy Carr (as Director) and Samantha Carr (National JOC/Cooperative Contracts Specialist). Samantha's daily interaction with OMNIA Partners reps ensures instantaneous lead sharing with the correct location, leading to extremely rapid customer service. This robust management system ensures timely new Participating Public Agency account set-up, accurate project tracking, and proper contract administration.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Tecta is required to track all revenue sources this includes general revenue streams, public agency sales, and CO-OP purchasing Transactions. Tecta America's Total Revenue is $1.5 billion, total sales through Public Agencies for the previous fiscal year was $350M+, and Cooperative purchasing sales were $40M.

Our top 10 Public Agency customers for the previous fiscal year:

Customer Name	Total Purchases for Previous Fiscal Year	Key Contact Name
State of Indiana	$5.5M	Michael Chapman
JAX Port	$3.8M	Wade Taylor
City of Lake Mary	$1M	Kevin Smith
CCBC-Community College of Baltimore County	$1.9M	Sam Beeghley
City of Baytown	$1.6M	Kevin Harvill
Sullivan Housing Authority	$1.6M	Toni Anderson
Denver Public Schools	$1.6M	Paul Lillie
Town of Southampton	$1.5M	Kim Godzieba
Boone County Schools	$1.2M	Jason Hill
Alamo College	$1.1M	Joe Trinidad

L. Describe Supplier's information systems and reporting capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. **We utilize Microsoft applications (Word, Excel, PowerApps, etc.) to assist with internal reporting and analysis. Reports on CO-OP sales and projects are generated internally on a weekly basis, and we complete a comprehensive update of every open project in the system each quarter. This system ensures a continuous flow of accurate information from order management through receipt of payment.**

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales")

$ 10M .00 in year one
$ 20M .00 in year two
$ 40M .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). **This is our preferred strategy to ensure all sales are tracked as Contract Sales reported to OMNIA Partners.**

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
Respond with lower pricing through the Master Agreement: If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If awarded, the sales are reported as Contract Sales to OMNIA Partners.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
This scenario is highly unlikely, but would only occur in the event the Public Agency refuses to utilize the Master Agreement. These sales would not be reported to OMNIA Partners. Our sales team will make every effort to guide the Public Agency to Option i or ii.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

When alternative proposals are permitted, we will submit the higher, non-Master Agreement proposal as the primary, and include the Master Agreement as the preferred alternate proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

To gather market intelligence and understand public agencies needs and prepare professional documents to showcase innovative solutions and industry expertise that will be demonstrated through leadership.

Exhibit B
Administration Agreement, Example

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Lead Public Agency**" f/k/a a Principal Procurement Agency) has entered into a Master Agreement dated as of even date herewith, Agreement No. _____, by and between the Lead Public Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Lead Public Agency;

WHEREAS, Lead Public Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows: Procurement Agency) has entered into a Master Agreement dated as of even date herewith, Agreement No. _____, by and between the Lead Public Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Lead Public Agency;

WHEREAS, Lead Public Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Lead Public Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a supplier, dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Public Agency or any Participating Public

Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners may provide Supplier with access to OMNIA Partners database and other records with respect to Public Agencies that are registered with OMNIA Partners, including without limitation the OMNIA Connect portal. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT,

CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Public Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "**Administrative Fee**" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Lead Public Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales. Supplier acknowledges that

OMNIA Partners is not a supplier or vendor of Supplier and shall not condition payment of Administrative Fees under this Agreement on any attestation or certification to Supplier's policies or procedures.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all sales under the Master Agreement for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Public Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Public Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement during the term of this Agreement and for a period of four (4) years after expiration of the term of this Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier during such time period. In addition, during such time period, OMNIA Partners, in OMNIA Partners' sole discretion, may itself, or engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier's sales records to Participating Public Agencies to verify Supplier's compliance with the terms of this Agreement. In the event of such an audit, Supplier shall cooperate and provide all materials reasonably requested relating to such audit, including without limitation all records relating to any purchases made by Participating Agencies from Supplier, at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the

subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier: _____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

	OMNIA PARTNERS, PUBLIC SECTOR, INC.
Authorized Signature	Signature
Andy Carr Name	Sarah E. Vavra Name
National JOC/CO-OP Contracts Manager Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
10/16/2025 Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (f/k/a a Principal Procurement Agency Certificate) (such agencies "**Lead Public Agencies**" and f/k/a Principal Procurement Agencies) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a OMNIA Partners (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Lead Public Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. Each party acknowledges and agrees that OMNIA Partners, in its capacity as the cooperative administrator, has the right to receive Master Agreement sales information for

Participating Public Agencies to try to ensure suppliers provide accurate and transparent contract pricing and sales reporting and OMNIA Partners reserves the right to conduct Master Agreement price verifications with suppliers and supplier audits using Lead Public Agencies and Participating Public Agencies sales information for purchases under Master Agreements. Participating Public Agency agrees to provide OMNIA Partners reasonable information related to purchases under Master Agreements upon request from OMNIA Partners in connection with such price verifications and/or audits of suppliers. Nothing herein shall require OMNIA Partners to conduct such price verifications or audits or be responsible for any supplier's accuracy in pricing or reporting.

4. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

5. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

6. The Lead Public Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

7. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

8. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Lead Public Agencies to such Participating Public Agency and its employees and representatives.

9. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

10. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

12. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

13. This Agreement shall take effect upon (i) execution of the Lead Public Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

14. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Lead Public Agencies:**
	OMNIA PARTNERS, PUBLIC SECTOR, INC.
Authorized Signature	Signature
Andy Carr Name	Sarah E. Vavra Name
National JOC/CO-OP Contracts Manager Tecta America Corp. Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
10/16/2025 Date	Date

Version 08012025

Exhibit D
Lead Public Agency Certificate, Example

In its capacity as a Lead Public Agency f/k/a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [NAME OF LPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Public Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF LPA] ("**Lead Public Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature,

Signature

Andy Carr
Name

National JOC/CO-OP Contracts Manager
Title

10/16/2025
Date

TECTA AMERICA
Roofing Redefined

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

TECTA AMERICA
Roofing Redefined

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) 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.

(3) 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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: Tecta America Corp.
Address, City, State, and Zip Code: 9450 W. Bryn Mawr. Ste. 700 Rosemont, IL 60018
Phone Number: (708) 451-0743
Fax Number: _____

Printed Name and Title of Authorized Representative: Andy Carr
Email Address: acarr@tectaamerica.com
Signature of Authorized Representative: _____
Date: 10/16/2025

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Tecta America Corp.

Version 08012025

TECTA AMERICA
Roofing Redefined

Address, City, State, and Zip Code:
9450 W. Bryn Mawr Ave., Ste.700 Rosemont, IL 60018
Phone Number: **(708) 451-0743** Fax Number _____

Printed Name and Title of Authorized Representative:
Andy Carr – National JOC/CO-OP Contracts Manager

Email Address:
acarr@tectaamerica.com

Signature of Authorized Representative: _____ Date: **10/16/2025**

Version 08012025

DocuSign Envelope ID: 62D2B625-3FC3-4799-AE07-1AC0FB77BE77

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, September 5th, 2023

Tecta America Corp
ATTN: Andy Carr
9450 w. Bryn Mawr, Suite 500
Rosemont, IL 60018

Dear Andy:

Region XIV Education Service Center is happy to announce that Tecta America Corp has been awarded an annual contract for Job Ordering Contracting based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Tecta America Corp.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Shane Fields
8998FD6E54EE4F7...

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: FF74F28E-57C1-4D6A-89BB-FAE908806A72

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

December 19, 2025

Andy Carr
National JOC/CO-OP Contracts Manager
Tecta America Corp.
9450 W. Bryn Mawr, Ste. 700
Rosemont, IL 60018
Sent via email to: acarr@tectaamerica.com

Re: Award of Contract #159796, Roofing Products and Services

Dear Mr. Carr:

Region 14 Education Service Center is happy to announce that Tecta America Corp. has been awarded Contract #159796 based on the proposal submitted to Region 14 ESC in response to RFP 25-S1070 Roofing Products and Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Tecta America Corp.'s response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective January 1, 2026. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at ejeffrey@esc14.net.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROOFING CONSTRUCTORS, INC. DBA WESTERN ROOFING SERVICE FOR ROOF INSPECTION, PREVENTATIVE MAINTENANCE, GUTTER CLEANING, AND AS-NEEDED SERVICES IN AN AMOUNT NOT-TO-EXCEED $1,300,000 FOR A FIVE-YEAR TERM

The Maintenance Division of the Public Works Department is responsible for maintaining, repairing, and inspecting roofs for more than 80 City-owned buildings. As a result, the Public Works Department requires services to inspect and maintain City roofs.

Livermore Municipal Code section 2.68.360 permits the formal bidding procedure for supplies, equipment, and general services to be dispensed with when purchased through a cooperative purchasing arrangement. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

Tecta America Corp holds a competitively bid cooperative purchasing agreement for roofing products and services through the National Cooperative Purchasing Alliance (now OMNIA Partners). Roofing Constructors, Inc. dba Western Roofing Service is a subsidiary of the Tecta America Corp. The City is a member of OMNIA Partners, and the underlying purchase at issue was made using a quotation or bid procedure at least as restrictive as the City's.

The proposed agreement with Roofing Constructors, Inc. dba Western Roofing Service provides for annual and semi-annual roof inspection, preventative maintenance, general rooftop housekeeping, and related as-needed services in an amount not to exceed $1,300,000. The term of the proposed agreement will commence on November 1, 2026 and terminate on October 31, 2031.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Authorizes the City Manager, or her designee, to execute an agreement with Roofing Constructors, Inc. dba Western Roofing Service, attached hereto as Exhibit A, for annual and semi-annual roof inspection, preventative maintenance, general rooftop housekeeping, and related as-needed services, in an amount not-to-exceed $1,300,000 for a five-year term.

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 09, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Agreement with Roofing Constructors, Inc. dba Western Roofing Service

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

26-0098

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Roofing Constructors, Inc. dba Western Roofing Service ("Contractor"), a California corporation.

RECITALS

City requires annual and semi-annual roof inspection, preventative maintenance, general rooftop housekeeping, and on-call as-needed services that are routine, recurring, or a usual type of work to preserve and protect rooftop areas at City facilities.

Contractor represents and warrants that it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Contractor.

AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Contractor shall provide the services described in the recitals and more particularly set forth in Exhibit A *Scope of Work*, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Jason Calkins, Public Works Supervisor - Facilities ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Contractor by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 19 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 19 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on November 1, 2026, and terminates upon the completion of the Services or October 31, 2031, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $1,300,000.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

(d) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, Copyright, and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

18. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

19. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Contractor's performance of the Services, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Contractor's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

22. Acceptance of Final Payment. Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

23. Acceptance of Work. City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

24. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

25. Economic Disclosure. Contractor shall comply with City's local conflict of interest code implementing the California Political Reform Act and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Contractor's financial interests. While it is Contractor's sole responsibility to evaluate its conflicts of interest, Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

(a) The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

37. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation, with a courtesy copy delivered by email to the email addresses below:

TO CITY: Attention: Jason Calkins,
Public Works Supervisor – Facilities
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, CA, 94550

Email: jwcalkins@livermoreca.gov
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Duane Motogawa
Roofing Constructors, Inc. dba Western Roofing Service
15002 Wicks Blvd
San Leandro, CA, 94577

Email: DMotogawa@westroof.com

38. Waiver. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

39. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

43. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

DocuSigned by:
Kristopher Makie
F36365105D70413...

10/22/2026 | 3:51 PM PDT

Kristopher Makie
Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*
Exhibit D – *DIR Compliance Certification*

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

Exhibit A
Scope of Services

Roofing Constructors, Inc. dba Western Roofing Service ("Contractor") shall provide all necessary labor, materials, vehicles, equipment, and supplies to perform the following services:

1. Roof Inspection Services

a. Contractor shall perform the following roof inspection services:

i. Visually inspect the roof membrane and roof surface conditions; and
ii. Visually inspect the flashing systems including, but not limited to:
(A) The metal edge system;
(B) Base flashings on equipment and adjoining walls;
(C) Counterflashing and termination details;
(D) Soil stacks and vents; and
(E) Roofing details for rooftop projections and equipment such as pitch pans, HVAC equipment, skylights and access hatches.

b. Visual inspections do not include inspections for internal or latent water damage or mold growth or detection or identification of mold or other latent conditions.

c. Contractor shall perform roof inspection services twice per year at all sites located at 101 W. Jack London Boulevard, the Airway Pump Station, Altamont Pump Station, Vasco Pump Station, and Oakville Pump Station, as more particularly identified in Exhibit B ("WRD Sites"), and once per year at all other sites identified in Exhibit B ("General City Sites").

2. Preventative Maintenance Services

a. Contractor shall perform certain preventative maintenance services on:

i. Flashing components and details, including, without limitation:
(A) Patching minor flashing defects and kick holes;
(B) Reinforcing open flashing laps;
(C) Sealing open metal edge laps and open flanges within reason;
(D) Sealing open coping joints;
(E) Sealing expansion joint laps and re-securing and/or sealing intermittent fasteners that have backed out;
(F) Topping off pitch pans;
(G) Caulking storm collars;
(H) Resealing intermittent voids in termination bar and counterflashing; and
(I) Advising City if any extensive repairs are required.

ii. Roof membranes, including, without limitation:
(A) Repairing intermittent splits, tears, open laps and breaks in the membrane;

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

(B) Patching any fractured blisters or those in danger of fracture due to traffic; and
(C) Advising City if any extensive repairs are required.

iii. Drains, gutters, and scuppers, including, without limitation:
(A) Removing and cleaning debris from drains, gutter systems, and downspouts;
(B) Tightening drain bolts and clamping rings (if possible);
(C) Repairing strip-in around drains and scuppers;
(D) Re-securing gutters and sealing open gutter joints; and
(E) Advising City of missing drain strainers.

b. Preventative maintenance does not include:

i. Repairs or maintenance of any building component other than the roofing system;
ii. Remediation, detection or abatement of mold;
iii. Recoating; or
iv. Other significant repair to, or replacement of, the roof membrane.

c. Contractor shall perform these preventative maintenance services once per year at the General City Sites and twice per year at the WRD Sites.

d. Contractor shall schedule preventative maintenance services with the Project Manager a minimum of seven (7) business days in advance of performing said services.

3. <u>General Rooftop Housekeeping Services</u>

a. Contractor shall:

i. Remove debris (e.g., leaves, branches, paper and similar items) from the roof membrane and drainage areas; and
ii. Dispose of debris at City-approved locations.

b. General rooftop housekeeping does not include removal of obsolete HVAC components, any construction materials left by other trades and other equipment left on the roof.

c. Contractor shall perform these general rooftop housekeeping services once per year at the General City Sites and twice per year at the WRD Sites.

4. <u>Additional As-Needed Services</u>

a. Contractor shall, upon the prior written direction of the Project Manager, perform additional services needed to preserve and protect the rooftop areas of the WRD Sites and General City Sites. Such additional services shall only be of the routine, recurring, or usual type of work necessary to preserve and protect rooftop areas.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

5. The services described in Sections 1-4 above do not include extensive repairs, restoration or replacement of a deteriorated roof, such as recoating or resurfacing of the flood coat or the reflective coat of the roofing system. If such work is necessary, Contractor shall provide recommendations to the to replace or bring the roof to a maintainable condition. Contractor will not perform the work until approved by the Project Manager in writing. Contractor recognizes and agrees that the City may, in its sole discretion, select a different contractor to perform any as-needed roof repair services.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the Services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not-To-Exceed Amount.**

A. The maximum Contractor shall be paid on this Agreement is the not-to-exceed amount set forth in Paragraph 15(a) of the Agreement, which is $1,300,000.00 ("not-to-exceed amount"). The not-to-exceed amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in this Exhibit B, which may include items listed in subsections (i)-(ii) of this Paragraph B but shall expressly exclude items listed below in Section (1)(C). Reimbursable expenses shall not exceed the amount set forth in Section (1)(A) of this Exhibit B. Payments shall be based upon work performed by Contractor for City and accepted by the Project Manager. Additionally, items such as telephone, fax, postage, or freight are already included in the pricing for the Services and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually utilized by Contractor in performing the Services. The standard reimbursable items under this Agreement are:

   (i) Markup of any parts and materials costs at a maximum of 25% of the price actually paid by Contractor for the parts and materials.

   (ii) Any purchase or rental of equipment, tools, software, or electronic applications to complete the Services identified in Exhibit A.

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

   (i) Contractor's time to procure equipment, tools, software, or electronic applications to complete the Services identified in Exhibit A.

   (ii) Contractor's travel expenses, which are already included in the rates set forth in the table attached hereto and made a part of this Exhibit B.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Contractor based on invoices for acceptable work performed and approved until the not-to-exceed amount is reached. Thereafter, Contractor must complete the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT B
FEE SCHEDULE

amendment executed pursuant to Paragraph 36 of the Agreement.

E. If the Services are completed before the not-to-exceed amount is reached, Contractor's compensation will be based on Contractor's invoices previously submitted for acceptable work performed and approved by the Project Manager.

2. Pricing

A. City shall compensate Contractor for the additional as-needed services, as described in Exhibit A, pursuant to the hourly rates in the table below, and for the roof inspection, preventative maintenance, and general rooftop housekeeping services, as described in Exhibit A, pursuant to the flat rates included in the tables following Section 3 of this Exhibit B (the "Annual Service Rates"). Compensation shall be granted as approved by the Project Manager. Contractor shall only bill for work after completion.

Additional as-needed services shall only be of the routine, recurring, or usual type of work necessary to preserve and protect rooftop areas. Additional as-needed services shall be compensated at the following rates:

Standard Labor Rates* (Mon-Friday 7am – 3:30pm)	$150 per hour, per worker, 4 hour minimum
Saturday and Off Hours** Labor Rates*	$180 per hour, per worker, 4 hour minimum
Sunday / City Holiday Labor Rates*	$210 per hour, per worker, 4 hour minimum
Material	Invoice plus shipping/handling + 25% markup
Equipment Rental	Invoice plus shipping/handling + 25% markup
Truck/Van Fuel Surcharge	$20 per crew hour

*Rates subject to annual increase
**Off Hours is defined as any time worked outside standard business hours or time worked by Contractor in excess of eight hours per day.

(i) Annual Service Rates, as set forth in the following pages attached hereto, may be increased up to, but not more than, 5% per calendar year. The labor rates as set forth in the table above may be increased up to, but not more than, $3.00 per hour per calendar year. The current Annual Service Rates outlined in the following pages attached hereto and labor rates outlined in the table above are valid through December 31, 2027. Rates shall be increased January 1 of each year.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT B
FEE SCHEDULE

B. Any additional as-needed services shall only be of the routine, recurring, or usual type of work necessary to preserve and protect rooftop areas. Contractor shall provide a written proposal with a quotation for any additional as-needed services as requested by the Project Manager which shall be approved in writing by the Project Manager prior to the commencement of the additional as-needed services. Said proposals shall only include pricing and a summary of services to be performed. Proposals shall not include any terms and conditions that are in addition to, or contrary to, the terms and conditions of this Agreement.

3. **Invoices**

Contractor shall submit invoices not more than once per month. Invoices shall include a breakdown of costs including labor rate, number of labor hours, name of building being serviced, date(s) of service, final price of all parts, parts markup, and sales tax, if any. Pricing for labor shall only be included when additional as-needed services, as described in Section 2 of this Exhibit B, are completed by Contractor.

Invoices shall be delivered via email to maintenance-request@livermoreca.gov.

Contractor shall bill for its actual hours for any additional as-needed services performed by the hour. Contractor shall provide receipts for parts, materials, and disposal costs **only** upon request of the Project Manager. If said receipts are requested, Contractor must provide said receipts to be eligible for payment on the labor or those parts, materials, or disposal costs. Contractor shall itemize taxable parts and materials on invoices.

[Annual Service Rates are on the following pages.]

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT B
FEE SCHEDULE

Service Locations and Pricing

Address	Building	Sq Ft.	Annual Service Rate
680 Terminal Circle	Airport Admin Bldg.	4,000	$2,032.56
299 West Jack London Blvd.	Gene Maestas Hanger	18,500	$3,935.52
300 West Jack London Blvd.	Office Building	2,600	$1,626.48
180-196 Airway Blvd.	Office Buildings	17,300	$3,278.88
Airport TOTAL			**$10,873.44**
1052 S. Livermore Ave.	City Hall	7,267	$5,168.88
1052 S. Livermore Ave.	City Hall	16,338	$8,432.64
1052 S. Livermore Ave.	City Hall	4,955	$1,817.64
1188 S. Livermore Ave.	Civic Center Library	28,850	$5,875.20
1188 S. Livermore Ave.	Civic Center Library	26,618	$3,273.48
330 Airway Blvd.	Fire Station 10	4,382	$1,784.16
4550 East Ave.	Fire Station 6	9,232	$1,612.44
4550 East Ave.	Fire Station 6	1,050	$1072.44
4550 East Ave.	Fire Station 6	3,505	$1,029.24
951 Rincon Ave.	Fire Station 7	10,000	$4,291.92
5750 Scenic Ave.	Fire Station 8	255	$1,615.68
5750 Scenic Ave.	Fire Station 8	7,588	$1,659.96
1919 Cordoba St.	Fire Station 9	831	$1,677.24
1919 Cordoba St.	Fire Station 9	7,140	$1,719.36
1110 S. Livermore Ave.	Police Facilities	17,775	$6,122.52
1110 S. Livermore Ave.	Police Facilities	3,094	$3,398.76
1110 S. Livermore Ave.	Police Facilities	15,193	$6,089.04
725 Rincon Ave.	Rincon Library	4,884	$3,182.76
998 Bluebell Ave.	Springtown Library	2,648	$1,664.28
998 Bluebell Ave.	Springtown Library	560	$822.96
3333 Pacific Ave.	Multi Service Center	3,761	$3,028.32
3333 Pacific Ave.	Multi Service Center	8,263	$4,435.56
141 N Livermore Ave	141 N Livermore Ave	1,350	$1,518.48
145 - 149 N Livermore Ave	145 - 149 N Livermore Ave	2,769	$1,571.40
2400 First St.	Bankhead Performing Arts Theatre	17,950	$8,964.00
926 N. L St.	Duarte Garage	5,500	$1,829.52
926 N. L St.	Caretaker's House	700	$1,230.12
2500 Railroad Ave.	Railroad Depot	1,203	$2,857.68
2501 Railroad Ave.	Railroad Depot	3,750	$2,889.00
2155 Third St.	Carnegie Library	2,700	$1,664.28
3131 Pacific Ave.	The Barn	8,800	$1,652.40
241 N M St.	241 N M St - Main Building	2,640	$847.80
241 N M St.	241 N M St - Shed	1,040	$828.36
2350 Railroad Ave.	Downtown Parking Facility	420	$1,426.68
3500 Robertson Park Road	MSC Building 1 - Administration Buil	8,176	$3,565.08
3500 Robertson Park Road	MSC Building 2 - Storage	5,821	$2,913.84

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT B
FEE SCHEDULE

3500 Robertson Park Road	MSC Building 3 - Police Evidence St	3,700	$2,887.92
3500 Robertson Park Road	MSC Building 4 - Covered Parking	6,232	$2,919.24
3500 Robertson Park Road	MSC Building 5 - Shop	5,640	$2,911.68
3500 Robertson Park Road	MSC Building 6 - Shop	4,760	$2,900.88
3500 Robertson Park Road	MSC Building 7 - Covered Parking	6,273	$2,919.24
3500 Robertson Park Road	MSC Building 8 - Shop	6,232	$2,918.16
3500 Robertson Park Road	MSC Building 9 - Storage	4,525	$2,898.72
2647 Arroyo Rd.	Ravenswood-Main House	4,250	$3,034.80
2647 Arroyo Rd.	Ravenswood-Cottage/Bedroom Hou	2,000	$3,006.72
2647 Arroyo Rd.	Ravenswood-Carriage House	850	$1,502.28
2647 Arroyo Rd.	Ravenswood-Gift Shop/Tank Buildin	480	$1,496.88
2647 Arroyo Rd.	Ravenswood-Gift Shop/Tank Buildin	400	$1,495.80
2647 Arroyo Rd.	Ravenswood-Restrooms	650	$1,569.24
455 Olivina Ave.	Hagemann Farm - Main House	2,500	$3,124.44
GF TOTAL			**$139,119.12**
101 W. Jack London Blvd.	Lab Building	6,858	$2,997.00
101 W. Jack London Blvd.	Water Building	3,251	$1,531.44
101 W. Jack London Blvd.	Digester Building	1,825	$1,653.48
101 W. Jack London Blvd.	Solids Handling Building	3,100	$1,124.28
101 W. Jack London Blvd.	Blower Building	1,720	$1,242.00
101 W. Jack London Blvd.	UV Building	2,129	$1,551.96
101 W. Jack London Blvd.	LAVWMA Building	294	$819.72
101 W. Jack London Blvd.	Admin Building	8,250	$4,435.56
101 W. Jack London Blvd.	RO Building	3,624	$2,280.96
101 W. Jack London Blvd.	Tertiary Building	4,615	$2,364.12
101 W. Jack London Blvd.	Maintenance Building	4,500	$2,280.96
101 W. Jack London Blvd.	RAS/WAS Building	180	$817.56
101 W. Jack London Blvd.	Hypochlorite Structure	1,200	$1,179.36
101 W. Jack London Blvd.	Greenhouse 1, 2, 3	31,875	$3,303.72
Undisclosed	Airway Pump Station	1800	$1,755.00
Undisclosed	Altamont Pump Station	1000	$2,013.12
Undisclosed	Vasco Pump Station	2400	$2,073.60
Undisclosed	Oakville Pump Station	1000	$1,436.40
Water Resources TOTAL			**$34,860.24**

Airport TOTAL			$10,873.44
GF TOTAL			$139,119.12
Water Resources TOTAL 1ST VISIT			$34,860.24
Water Resources TOTAL 2ND VISIT			$34,860.24
ANNUAL GRAND TOTAL			**$219,713.04**

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

Docusign Envelope ID: CE2DB228-746A-89FA-810E-895E95E3C6DD

EXHIBIT D

CITY OF LIVERMORE

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE CERTIFICATION
Senate Bill 854

• No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

• No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

• This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 854, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: http://www.dir.ca.gov/

I, the Bidder, certify that:

> "I am aware of the provisions of Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

DocuSigned by:
Kristopher Makie
F36365105D70413...
Signature

08/28/2026
Date

Kristopher Makie
Print Name

Roofing Constructors Inc. dba Western Roofing Service
Business Name

COO
Title

180533
CSLB License Number

DIR: 1000000717
DIR Registration Number