December 2, 2008

TO: Mayor and City Council

FROM: James G. Girottonini, Director
Public Works Department

SUBJECT: TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS-
INTERSECTION OF FARMINGTON ROAD (EIGHTH STREET)/
MARIPOSA ROAD
(PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 [069])

RECOMMENDATION

It is recommended that the City Council adopt two resolutions:

1. Approve the filing of a Notice of Exemption No. CE153-04 under the California
   Environmental Quality Act (CEQA).

2. Authorize the approval of plans and specifications and award a contract in the
   amount of $230,865 to Collins Electric Company, Inc. for modifications of the
   traffic signal and safety lighting at the intersection of Farmington Road (Eighth
   Street)/Mariposa Road, Project No. 02-22.

It is further recommended that these resolutions authorize the City Manager to take
appropriate actions to carry out the purpose and intent of these resolutions.

Summary

The project will upgrade the existing traffic signal; install left-turn lanes on Farmington
Road and Eighth Street with exclusive left-turn phases on Mariposa Road and Farmington
Road (Eighth Street); install wheelchair ramps at three corners to conform to the American
with Disabilities Act (ADA) standards. A Hazard Elimination Safety grant of $300,000 has
been awarded for the design and construction of this project. This program funds up to
90% of project costs. On Thursday, October 30, 2008, eight bids were received to modify
the traffic signal. Collins Electric Company, Inc. was the low bidder for a contract amount
of $230,865. It is anticipated that the project will be completed by end of April 2009.

DISCUSSION

Background

The Hazard Elimination Safety Program is a federal safety program that provides funds for
safety improvements on any public road, any public surface transportation facility, any
public-owned bicycle or pedestrian pathway or trail, and any traffic calming measure.
These funds serve to eliminate or reduce the number and severity of traffic accidents at locations selected for improvement. Each year, funding is made available to local government agencies through a statewide competitive process. Local agencies compete for Hazard Elimination Safety Program funds by submitting candidate safety projects to Caltrans for review and analysis. Caltrans prioritizes these projects statewide and releases an annual Hazard Elimination Safety Program Plan that identifies the projects that are approved for funding. This program funds up to 90% of planning, design, and construction related project costs. Due to the accident history at the intersection, Public Works staff applied for a Hazard Elimination Safety Program grant in 2002. Funding of improvements to the intersection of Farmington Road (Eighth Street) and Mariposa Road was approved by Caltrans in March 2003. The Hazard Elimination Safety Program grant was authorized to pay for design and construction of improvements at the intersection.

The original total cost of design and construction of the project was estimated to be $144,000. The Hazard Elimination Safety Program grant was originally awarded to the City in amount of $129,600, a 90% federal share of the project costs. Together with rising material cost, and some construction issues, the total estimated cost for the project, before bidding, had risen to $283,575 in early 2005.

In February 2005, staff submitted a request to Caltrans to increase the federal share of the project. In March 2005, Caltrans increased the federal share of the project for total of $137,600.

On February 3, 2005, bids opened for the first time and Columbia Electric was the low bidder at $190,200. The project could not be awarded, due to the lack of funds. The project was put on hold until additional funding could be found.

In November 2007, staff was informed by Caltrans that an additional $144,400 could be allocated if the City could provide $14,440 (10 percent) of the needed funds.

The additional local funds were secured and, in May 2008, staff submitted a request to Caltrans for the additional $144,400 in federal funds.

Present Situation

A traffic signal currently operates at the intersection of Farmington Road (Eighth Street) and Mariposa Road. The project will install left-turn lanes on Farmington Road and Eighth Street with exclusive left-turning phases on Farmington Road (Eighth Street) and Mariposa Road. The project will also install wheelchair ramps at three corners to conform to the ADA standards. Upgrading the intersection will improve vehicular and pedestrian safety and
TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS- FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069)

December 2, 2008

bring the signal up to current standards as set by Caltrans. The plans, specifications, and estimates for this project were prepared by KD Anderson Transportation Engineers.

On Thursday, October 30, 2008, bids were received on the above project with the following results:

Collins Electric Company, Stockton ........................................ $230,865
Wingard Engineering, Bethel Island ........................................ $244,783
Steiny & Company, Inc., Vallejo ........................................... $258,539
Angelo Utilities, Stockton .................................................. $269,100
Richard A. Heaps Electrical Contractor, Sacramento ............... $276,586
Pacific Excavation, Inc., Elk Grove ....................................... $286,203
Columbia Electrical, San Leandro ....................................... $309,600
Tennyson Electric, Inc., Livermore ....................................... $333,583

Engineers’ Estimate ............................................................. $296,845

The bid of Collins Electric Company, low bidder, was regular in all respects, and they have the proper license for this work. It is anticipated that the project will be completed by end of April 2009.

Per the attached City memo from Michael M. Niblock, Community Development Deputy Director, dated April 30, 2004, the traffic signal modifications at the intersection of Farmington Road (Eighth Street) and Mariposa Road Project conforms with the City’s General Plan, pursuant to California Government Code Section 65402. This project is exempt from the requirements of CEQA as specified in Sections(s) 15301, Class 1 of the CEQA Guidelines. The Notice of Exemption, CE 153-04, is attached. A determination of Categorical Exclusion for the National Environmental Policy Act (NEPA) was revised and provided by Caltrans on April 14, 2008. Staff recommends Council approve the filing of a CEQA document.

Construction inspection and construction management services for the project will be provided by Public Works staff.

Due to the federal funding, this project is subject to Disadvantaged Business Enterprise (DBE) requirements. For the federal fiscal year from October 1, 2008, to September 30, 2009, the City Council has adopted a goal that 11% of the value of federally-funded projects be directed to certified Disadvantaged Business Enterprises. Unfortunately, under the current Caltrans-mandated “race neutral” Disadvantaged Business Enterprise program, the City is not allowed to set goals for individual contracts, require good faith efforts by
bidders, or use DBE status as a condition of contract award. Essentially, the hiring of DBE subcontractors by prime contractors has become voluntary.

In an effort to increase DBE participation, Public Works is now holding mandatory pre-bid meetings for all federally funded transportation projects. Contractors planning to bid as prime contractors are required to attend and local Disadvantaged Business Enterprise contractors are invited and encouraged to attend. The purpose is to provide a venue for attendees to meet and network, and to encourage prime contractors to use Disadvantaged Business Enterprises as subcontractors. On October 23, 2008, a mandatory pre-bid meeting was held for this project.

None of the firms submitting bids are certified as Disadvantaged Business Enterprises, nor did any bid include certified Disadvantaged Business Enterprises as subcontractors. This information will be reported to Caltrans, which will use this and similar data to evaluate the statewide effectiveness of race-neutral Disadvantaged Business Enterprise programs.

FINANCIAL SUMMARY

The City originally received $129,600 ($111,600 for Construction and $18,000 for Design) in federal Hazard Elimination Safety funding for this project. After opening bids in February 2005, the City requested additional federal funding. Subsequently, the City received authorization from Caltrans for an additional $26,000 and then an additional $144,400, bringing the total federal funding to $300,000 ($282,000 for Construction and $18,000 for Design). This additional federal funding has not yet been reflected in the project account, therefore:

Increase Revenue estimate: 38-9701-331.35-00 $170,400

Appropriate to: Farmington (8th Street)/Mariposa multi-funded project 399-9701-640 $170,400

The current balance in 399-9701 is $83,267; this is all federal funding. Adding in the additional $170,400 in federal funds will increase that balance to $253,667. A minimum of 10% local match is required, therefore, a minimum of $25,367 in local funds will have to be identified (round up to $30,000 to be conservative). This will yield a total available balance of $283,667, which is sufficient to award the $230,865 contract to Collins Electric Company, leaving $52,802 for contingencies and staff contract management and administration costs. The local funds must be transferred from a current project
December 2, 2008

TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS- FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069) (PAGE 5)

appropriation:

Transfer from:
Traffic Signal Modifications (Air Quality PFF)
399-9934-640 $30,000

Transfer to:
Farmington (8th Street)/Mariposa multi-funded project
399-9701-640 $30,000

Taking the recommended actions will have no impact on the City's general fund.

PREPARED BY: Parviz Chitsazan, Associate Civil Engineer
Respectfully submitted, APPROVED:

JAMES B. GIOTTONINI J. GÖRDON PALMER, JR.
PUBLIC WORKS DIRECTOR CITY MANAGER

JBG:PC:nla

(Attachments)

::ODMA\GRPWISE\COS.PW.PW_Library:77288.1
CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
6 South El Dorado Street, 2nd Floor
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Community Development Dept.
Planning Division
425 North El Dorado Street
Stockton, CA 95202-1997

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA
Project Title: HES PROGRAM: Farmington Road (Eighth Street) and Mariposa Road
CEQA Exemption File No.: CE153-04
Applicant: City of Stockton Department of Public Works
Project Description/Location: The limits of the project are the intersection of Farmington Road (Eighth Street) and Mariposa Road. The purpose of the project is to add left-turn phasing for all approaches and left-turn lanes, eastbound and westbound on Eighth Street and Farmington Road. The project will upgrade the traffic signal to today's standards. The change will accommodate the left-turn phasing. These improvements will require changing the traffic signal cabinets and the traffic signal poles. (PW/ce).

DETERMINATION/FINDING OF EXEMPTION
The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

___ The activity is not a "project" as defined in Section 15378.
___ The activity is exempt under the "general rule" that CEQA applies only to projects which have the potential for causing significant environmental effects, as specified in Section 15061(B)(3).
___ The project has been granted a "Statutory Exemption" under Article 18 and, specifically, by Section(s):
   X The project has been granted a "Categorical Exemption" under Article 19 and, specifically, by Section(s): 15301(c)(d).

BASIS FOR FINDING OF EXEMPTION
___ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
___ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

JAMES E. GLASER, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

April 30, 2004
(DATE OF PREPARATION)

By
MARK MARTIN, PROJECT MANAGER II

DATE OF FINAL APPROVAL

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

Signature

Title

Posting Period Ending Date

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Rev.7-19-02

219
MEMORANDUM

April 30, 2004

TO: James B. Giottonini, Public Works Director
    Attn: Greg Brazile, Administrative Analyst

FROM: Michael M. Niblock, Deputy Director, Planning Division
      Community Development Department

SUBJECT: HES PROGRAM: FARMINGTON ROAD (EIGHTH STREET) AND MARIPOSA
         ROAD (CE153-04)

With regard to environmental clearance, it has been determined that this action/project is exempt from
the requirements of the California Environmental Quality Act (CEQA) as specified in
Section(s) 15301(C)(D) of the State CEQA Guidelines. See attached Notice of Exemption. You
are referred to the California Department of Transportation (CalTrans) for determinations relating
to requirements of the National Environmental Policy Act (NEPA).

In accordance with Section 65402 of the Government Code, it has been determined that this
project or action conforms to the City’s General Plan designation for the site and with the General
Plan Policy Document, as amended.

Upon final approval of the above-noted authorization or entitlement by the City Council, please
notify Cynthia Lugo of the Community Development Department/Planning Division at 937-8266.
After receipt of such notification, the Notice of Exemption will be filed with the County Clerk for
posting in order to initiate a 35-day statue of limitations on court challenges. A copy of the posted
Notice will be transmitted to your department upon receipt from the County Clerk.

MICHAEL M. NIBLOCK, DEPUTY DIRECTOR
PLANNING DIVISION

By ________________________________
MARK MARTIN, PROJECT MANAGER II

MMN:MDM:cl

Attachment

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### NEPA/CEQA RE-VALIDATION FORM

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<td>REASON FOR CONSULTATION</td>
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<tr>
<td>(23 CFR 771.129)</td>
<td>☒ Project proceeding to next major federal approval</td>
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<tr>
<td></td>
<td>☐ Change in scope, setting, effects, mitigation measures, requirements</td>
</tr>
<tr>
<td>DESCRIPITON OF</td>
<td></td>
</tr>
<tr>
<td>CHANGED CONDITIONS</td>
<td>There has been no change in the conditions. The project description is still valid</td>
</tr>
</tbody>
</table>

### NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the two statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- [x] The original environmental document or CE remains valid. No further documentation will be prepared.

  - The original document or CE is no longer valid; further documentation has been [ ] or will be [ ] prepared and [ ] is included on the continuation sheets [ ] or [ ] will be attached.
  - [ ] (Yes/No) Additional public review is warranted (23 CFR 771.111(h)(3))
  - [ ] (Yes/No) Supplemental environmental document is needed.
  - [ ] (Yes/No) New environmental document is needed. (If "Yes," specify type: ____________________)

### CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

[Signature: Environmental Branch Chief]  [Date]  [Signature: Project Manager/ODAE]  [Date]

### CEQA CONCLUSION: (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation. (Check ONE of the four statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- [ ] Original document remains valid. No further documentation is necessary.
- [ ] Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be [ ] prepared and [ ] included on the continuation sheets or [ ] will be attached. It need not be circulated for public review. (CEQA Guidelines, §15184)
- [ ] Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15183)
- [ ] Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15182) (Specify type of subsequent document, e.g., Subsequent FEIR.)

### CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

[Signature: Environmental Branch Chief]  [Date]  [Signature: Project Manager]  [Date]
NEPA/CEQA RE-VALIDATION FORM
CONTINUATION SHEET(S)

Address only substantial changes or substantial new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., substantial scope change; a new alternative; change in project alignment.
N/A

Changes in environmental setting, e.g., new development affecting traffic or air quality;
N/A

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.
N/A

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.
N/A

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.
N/A

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.
N/A
CONSTRUCTION CONTRACT

This contract is made and entered into on _____________, by and between Collins Electric Company, Inc., a corporation, with a business address at 611 West Fremont Street, Stockton, CA 95203, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069), hereinafter called "PROJECT," were regularly adopted by Council Resolution No. 08-______, on December 2, 2008; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by Council Resolution No. 08-______, on December 2, 2008.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

   (a) To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications therefore regularly adopted on December 2, 2008, by Council Resolution No. 08-______. The "contract documents," which include the project plans, specifications, and all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

   (b) To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit "A," attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton.
(c) CONTRACTOR shall provide insurance and indemnification as provided in the "contract documents" including Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

Before permitting any subcontractors to perform work under the contract, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor's work.

(d) The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003, and the provisions of the issued project specifications.

The Director will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.
It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

(e) To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California.

To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this
contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California.

(f) That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(g) CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor’s responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

2. CITY agrees:

(a) To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety percent (90%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefor; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

(b) Pursuant to Section 22300 of the Public Contract Code, the contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be
deposited either with the CITY or with a state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

3. CHANGE ORDERS:

CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.03 of the City of Stockton Standard Specifications and Plans as adopted by Council on November 25, 2003, by Resolution No. 03-0707, effective December 1, 2003, except that the $23,578 limit shown in Section 4-1.03 shall be increased to $29,685. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.03, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

4. AUDITS:

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information
requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

5. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

6. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK

By______________________________

CITY OF STOCKTON, a municipal corporation

By______________________________

J. GORDON PALMER, JR.
CITY MANAGER
"CITY"

APPROVED AS TO FORM & CONTENT:
Dated: ____________________________
RICHARD E. NOSKY, JR.
CITY ATTORNEY

By: ________________________________
City Attorney

COLLINS ELECTRIC COMPANY, INC.,
a corporation
611 West Fremont Street
Stockton, CA  95203

By: ________________________________
"CONTRACTOR"

(Indicate status: corporation, partnership, or sole proprietorship)

Tax Identification No.
EXHIBIT A

TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS- INTERSECTION OF FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069)

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<th>Quantity</th>
<th>Unit price</th>
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<td>1</td>
<td>Modification of Traffic Signals at Mariposa/Farmington</td>
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<td>Wheelchair ramps, including saw cutting, removal and replacement of concrete, curb, gutter, sidewalk and AC pavement to the limits at each corner as specified on the plans</td>
<td>EA</td>
<td>3</td>
<td>$6,035.00</td>
<td>$18,105.00</td>
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<td>4</td>
<td>Signing and Striping</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$5,560.00</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
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<td>$230,865.00</td>
</tr>
</tbody>
</table>
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, COLLINS ELECTRIC COMPANY, INC., a corporation, as Principal and _______________________________ a corporation, organized and existing under the laws of the State of _________ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of TWO HUNDRED THIRTY THOUSAND, EIGHT HUNDRED SIXTY-FIVE AND 00/100 DOLLARS ($230,865.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD (PROJECT NO. 02-22/FEDERAL PROJECT NO. STPLH-5008[069])

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or
alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on ________________________________

COLLINS ELECTRIC COMPANY, INC., a corporation

By __________________________

"PRINCIPAL"

________________________

SURETY

________________________

ATTORNEY-IN-FACT

APPROVED AS TO FORM & CONTENT:

RICHARD E. NOSKY, JR.
OFFICE OF THE CITY ATTORNEY

Dated __________________________

________________________

CITY ATTORNEY

::odma/grpwise/cos.pw.pw_library:129541.1
BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, COLLINS ELECTRIC COMPANY, INC., a corporation, as Principal and __________________________, corporation, organized and existing under the laws of the State of __________________ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of TWO HUNDRED THIRTY THOUSAND, EIGHT HUNDRED SIXTY-FIVE AND 00/100 DOLLARS ($230,865.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said City of Stockton and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD (PROJECT NO. 02-22/FEDERAL PROJECT NO. STPLH-5008[069])

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay
the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on ________________________________

COLLINS ELECTRIC COMPANY, INC.,
a corporation

By ________________________________
"PRINCIPAL"

APPROVED AS TO SURETY:

SURETY

APPROVED AS TO FORM & CONTENT:

RICHARD E. NOSKY, JR.
OFFICE OF THE CITY ATTORNEY

Dated ________________________________

By ________________________________
ATTORNEY-IN-FACT

CITY ATTORNEY
RESOLUTION APPROVING FILING OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) NOTICE OF EXEMPTION NO. CE153-04 FOR TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council of the City of Stockton, after review and consideration of the California Environmental Quality Act (CEQA) Notice of Exemption No. CE153-04 for the TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069) and after using its independent judgment, approves filing of the CEQA Notice of Exemption No. CE153-04 for TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069), based on the determination that was made on April 30, 2004, that this project has been granted a "Categorical Exemption Statutory" under Article 19 and specifically, by Section(s) 15301(c)(d), Class 1 of the State CEQA Guidelines, based on the findings that the project does not have a significant effect on the environment. A determination of Categorical Exclusion for the National Environmental Policy Act (NEPA) was revised and provided by CalTrans on April 14, 2008.

PASSED, APPROVED AND ADOPTED ________________________

ATTEST:

EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
Resolution No. ___________

STOCKTON CITY COUNCIL

============================================================

RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO COLLINS ELECTRIC COMPANY, INC., IN THE AMOUNT OF $230,865, FOR TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069)

The City Clerk of the City of Stockton, on October 30, 2008, opened, examined and publicly declared the sealed proposals or bids offered for TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008 (069); now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the plans and/or specifications and all letters of clarification, contained in the bid for TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS AT FARMINGTON ROAD (EIGHTH STREET)/MARIPOSA ROAD, PROJECT NO. 02-22, FEDERAL PROJECT NO. STPLH-5008, are incorporated by reference and are approved and adopted.

2. That all bids except that next mentioned are rejected.

3. That work is authorized and the contract awarded to the lowest and best regular responsible bidder, to wit: COLLINS ELECTRIC COMPANY, INC., a corporation, at the price of $230,865.

4. That the City Manager of the City of Stockton is authorized to execute a contract on behalf of the City of Stockton with COLLINS ELECTRIC COMPANY, INC., a corporation, in accordance with the plans and/or specifications and all letters of clarification, for such work adopted by the City Council.

5. That the City Clerk is authorized to return to each of the unsuccessful bidders, the bidder's bonds, certified checks and cashier's checks which accompanied their respective bids for the above-mentioned work.

6. That the City Manager is authorized and directed to make all appropriations and transactions appropriate to complete the funding of the project.

PASSED, APPROVED and ADOPTED ____________________________

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

EDWARD J. CHAVEZ, Mayor
of the City of Stockton

235