CONSENT AGENDA

AGENDA ITEM 12.11
TO: Mayor and City Council

FROM: Robert Murdoch, Director
Public Works Department

SUBJECT: APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE006-11), AND
AWARD A CONSTRUCTION CONTRACT (BOCKMON & WOODY
ELECTRICAL COMPANY) FOR THE FIBER OPTIC NETWORK
EXPANSION-WESTON RANCH AND SJRTD OFFICES (PROJECT NO. 10-
05, FEDERAL PROJECT NO. CML-5008(096))

RECOMMENDATION

It is recommended that the City Council adopt a resolution that authorizes the filing of
Notice of Exemption No. CE006-11 under the California Environmental Quality Act (CEQA)
and a determination of Categorical Exclusion for the National Environmental Policy Act
(NEPA) that was provided by Caltrans on June 1, 2010.

In addition, it is recommended that the City Council adopt a motion that approves the plans
and specifications, and authorizes the City Manager to execute a construction contract in
the amount of $442,523 with Bockmon & Woody Electric Company for the Fiber Optic
Network Expansion-Weston Ranch and San Joaquin Regional Transit District Offices
Project.

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

Summary

The Fiber Optic Network Expansion-Weston Ranch and San Joaquin Regional Transit
District Offices Project (Project) consists of expanding the existing fiber optic network to
include a portion of the Weston Ranch neighborhood at the southern end of the City. The
proposed project would provide communication capabilities between 11 existing and 4
future traffic signals in Weston Ranch. In addition, the Project will connect the San Joaquin
Regional Transit District (SJRTD) offices to the City’s Traffic Management Center network
which will allow SJRTD to monitor cameras installed along Bus Rapid Transit (BRT) routes.
See Vicinity Map – Attachment A.

A Congestion Mitigation and Air Quality (CMAQ) program grant of $389,547 has been
awarded for the construction of this Project with a required local match of $180,453 coming
from Air Quality Public Facilities Fees. Total available funding for this Project is $570,000.
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE006-11), AND AWARD A
CONSTRUCTION CONTRACT (BOCKMON & WOODY ELECTRIC COMPANY) FOR
THE FIBER OPTIC NETWORK EXPANSION-WESTON RANCH AND SJRTD OFFICES
(PROJECT NO. 10-05, FEDERAL PROJECT NO. CML-5008(096))

Therefore, it is recommended that the proposed actions be taken to provide the required
environmental clearance and award a construction contract to Bockmon & Woody Electric
Company, the lowest responsive bidder, in the amount of $442,523 for the Project.

It is anticipated that the project will be completed by the end of March 2012. This project
will have no impact to the General Fund.

DISCUSSION

Background

The CMAQ program provides funding for transportation projects or programs that will
contribute to attainment or maintenance of the national ambient air quality standards. The
CMAQ program supports two important goals of the Department of Transportation: improving air quality and relieving congestion.

Examples of eligible CMAQ projects include bicycle and pedestrian facilities, transit
maintenance and reconstruction projects, alternative fuel projects, and traffic signal inter-
connect, installation, or improvement projects. Projects that are capacity increasing
typically are not eligible for this program.

On May 11, 2006, the San Joaquin Council of Governments (SJCOC) solicited
applications for projects to be funded by the federal CMAQ grant program. The City
Council approved the filing of an application for the Project on July 11, 2006, by
Resolution 06-0357. Through the competitive grant application process, the Project was
awarded $389,547 with a local match of $180,453, with the construction phase
programmed in the current federal fiscal year.

The Project consists of expanding the existing fiber optic network to include a portion of the
Weston Ranch neighborhood at the southern end of the City. The proposed project would
provide communication capabilities between 11 existing and 4 future traffic signals in
Weston Ranch. In addition, the Project will connect the San Joaquin Regional Transit
District (SJRTD) offices to the City’s Traffic Management Center network which will allow
SJRTD to monitor cameras installed along Bus Rapid Transit (BRT) routes.

On May 5, 2009, as required by Federal Highway Administration, the City Council adopted
a new “race conscious” Disadvantaged Business Enterprise (DBE) program (Resolution
09-0122). A primary feature of the new program is the requirement that a specific
Underutilized Disadvantaged Business Enterprise (UDBE) goal be developed for each
federally-funded transportation project administered by the City. By definition, a DBE is a
small business owned by a woman or by a specified ethnic group that has been properly
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE006-11), AND AWARD A CONSTRUCTION CONTRACT (BOCKMON & WOODY ELECTRIC COMPANY) FOR THE FIBER OPTIC NETWORK EXPANSION-WESTON RANCH AND SJRTD OFFICES (PROJECT NO. 10-05, FEDERAL PROJECT NO. CML-5008(096))

(certified by Caltrans. To be considered “Underutilized” a firm must qualify as a DBE and be owned by one of the following groups:

- African American
- Asian Pacific American
- Native American
- Women

This program requires that a project specific goal be established or the participation of UDBEs on the project, and the contractors bidding the work either meet the goal or undertake a Good Faith Effort to meet the goal. As part of this process, the Good Faith Effort must be documented. Failure to meet the goal or failure to make a Good Faith Effort are grounds for rejecting the bidder as non-responsive.

A UDBE goal of 0.93 percent was established for this project. The goal was calculated by examining the breakdown of the type of work to be done, and the availability of certified UDBE construction companies in our local area to perform that type of work. As is standard practice for the City in these circumstances, a mandatory pre-bid meeting was held on June 29, 2011, to emphasize the UDBE/DBE requirement, and to provide information on how to meet the project UDBE goal of 0.93 percent.

Present Situation

The Project was put out to bid on July 26, 2011, and on Thursday, August 25, 2011, three bids were received and opened with the following results:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
<th>UDBE Participation</th>
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<tbody>
<tr>
<td>Bockmon &amp; Woody Electric Company, Stockton</td>
<td>$442,523.00</td>
<td>3.43%</td>
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<tr>
<td>Network Management Corporation, Roseville</td>
<td>$483,799.47</td>
<td>0%</td>
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<tr>
<td>The Fishel Company-Corporation, Phoenix, AZ</td>
<td>$560,570.72</td>
<td>10.00%</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$496,600.00</td>
<td>0.93%</td>
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</table>

The bid from Bockmon & Woody Electric Company of Stockton is regular in all respects, they have the proper license to perform the work, and they exceed the UBDE goal. Therefore, staff recommends awarding the Project construction contract (Attachment B) to
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE006-11), AND AWARD A CONSTRUCTION CONTRACT (BOCKMON & WOODY ELECTRIC COMPANY) FOR THE FIBER OPTIC NETWORK EXPANSION-WESTON RANCH AND SJRTD OFFICES (PROJECT NO. 10-05, FEDERAL PROJECT NO. CML-5008(096))

Bockmon & Woody Electric Company in the amount of $442,523.

Per the Notice of Exemption dated July 28, 2011 (Exhibit 1 of the Resolution), the Project conforms to the City's General Plan, pursuant to California Government Code of Regulations Title 14, Section 15062. This project is exempt from the requirements of CEQA as specified in Section 15301, Class 1 of the CEQA Guidelines. A Determination of Categorical Exclusion for NEPA was revised and provided by Caltrans on January 7, 2011. Staff recommends Council approve the filing of a CEQA document and a determination of Categorical Exclusion for NEPA that was provided by Caltrans on June 1, 2010.

FINANCIAL SUMMARY

This project will be funded by federal CMAQ funds and local matching funds from the Air Quality Public Facility Fees. A total of $570,000 was identified in the Authorization to Proceed from Caltrans. All funds have been appropriated into Account 9741 except $453.00 of Air Quality PFF. To remedy:

Increase Revenue estimate and appropriate to:
Account 990-9741
Fiber Optic Network Expansion, Air Quality PFF +$453

The $570,000 is adequate to fund the $442,523 contract to Bockmon & Woody Electric Company. The additional funds will be used for staff time and contingencies.

The City Manager is authorized to implement the above noted transaction, and to undertake additional financial actions as necessary and appropriate to carry out the purpose and intent of the motions. These actions will have no impact on the General Fund.

Respectfully submitted,

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

RM: TG: DY: jtt

Attachment A - Vicinity Map
Attachment B - Construction Contract (Bockmon & Woody Electric Company)
CONSTRUCTION CONTRACT

This contract is made and entered into on ____________, by and between BOCKMON & WOODY ELECTRICAL COMPANY, a corporation, with a business address at 1528 El Pinal Drive, Stockton, California 95205, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of FIBER OPTIC NETWORK EXPANSION, WESTON RANCH AND SJRTD OFFICE (PROJECT NO. 10-05/FEDERAL PROJECT NO. CML- 5008(096)), hereinafter called "PROJECT," were regularly adopted by Motion, on ________________; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by Motion, on ________________.

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 ____________, by Council Motion. 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 as set forth in Exhibit "B", which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.12 of the City of Stockton Standard

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.

Contractor shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

(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 therefore; 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 $30,737. 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:
BONNIE PAIGE
CITY CLERK

CITY OF STOCKTON, a municipal corporation

By

BOB DEIS
CITY MANAGER
"CITY"
BOCKMON & WOODY ELECTRICAL COMPANY
a corporation
1528 EL PINAL DRIVE
STOCKTON, CA 95205

By: ____________________________

"CONTRACTOR"

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

Tax Identification No.
Fiber Optic Network Expansion
Weston Ranch and SJRTD Office
City Project 10-05, Federal Project CML-5008(096)

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>6</td>
<td>Furnish and Install Fiber Cable Warning Label</td>
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<td>7</td>
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## FIBER OPTIC NETWORK EXPANSION
WESTON RANCH AND SJRTD OFFICE
CITY PROJECT 10-05, FEDERAL PROJECT CML-5008(096)

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<tr>
<th>Item</th>
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<th>Unit</th>
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<th>Unit price</th>
<th>Total Price</th>
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<tr>
<td>18</td>
<td>Furnish and Install 12-Port Panel SC Duplex SM Loaded</td>
<td>EA</td>
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<td>123.00</td>
<td>246.00</td>
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<td>19</td>
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**General**

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**Total Bid:** 44,252,3.00
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, ____________________________, 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 FOUR-HUNDRED FORTY-TWO THOUSAND, FIVE-HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($442,523.00), 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:

FIBER OPTIC NETWORK EXPANSION
WESTON RANCH AND SJRTD OFFICE
CITY PROJECT 10-05, FEDERAL PROJECT CML-5008(096)

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.
BOCKMON & WOODY ELECTRICAL COMPANY
a corporation

APPROVED AS TO SURETY:

By ______________________
"PRINCIPAL"

SURETY

APPROVED AS TO FORM & CONTENT:

JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By ______________________
ATTORNEY-IN-FACT

DEPUTY CITY ATTORNEY
BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, BOCKMON & WOODY ELECTRICAL COMPANY, 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 FOUR-HUNDRED FORTY-TWO THOUSAND, FIVE-HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($442,523.00), 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:

FIBER OPTIC NETWORK EXPANSION
WESTON RANCH AND SJRTD OFFICE
CITY PROJECT 10-05, FEDERAL PROJECT CML-5008(096)

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 ____________________________________________________________.

BOCKMON & WOODY ELECTRICAL COMPANY
a corporation

APPROVED AS TO SURETY: By ________________________________
"PRINCIPAL"

________________________________________
SURETY

APPROVED AS TO FORM & CONTENT:

JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By ________________________________
ATTORNEY-IN-FACT

By ________________________________
DEPUTY CITY ATTORNEY
EXHIBIT B
INSURANCE REQUIREMENTS
CONTRACTORS

CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, volunteers, or employees.

1. INSURANCE Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

A. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

B. WORKERS' COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/Injury/disease.

C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

(i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $2,000,000 per occurrence, and if written on an Aggregate basis, $4,000,000 Aggregate limit. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds. ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form must be used with either ISO form CG 20 10 10 01, or CG 20 33 10 01.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
3. For any claims related to products provided under this contract, the Contractor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Contractor and its insurer shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnity the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8682. Our fax is (209) 937-5702.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.
Resolution No. ____________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FILING OF A NOTICE OF EXEMPTION FOR THE FIBER OPTIC NETWORK EXPANSION-WESTON RANCH AND SJRTD OFFICES PROJECT (CITY PROJECT NO. 10-05, FEDERAL PROJECT NO. CML-5008(096))

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

1. The filing of a Notice of Exemption, under the California Environmental Quality Act (CEQA Exemption File No. CE006-11), for the Fiber Optic Network Expansion-Weston Ranch and SJRTD Offices (City Project 10-05, Federal Project No. CML-5008(096)) is hereby approved, a copy of which is attached as Exhibit 1.

2. The City Manager is hereby authorized to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED October 18, 2011.

ATTEST:

ANN JOHNSTON
Mayor of the City of Stockton

BONNIE PAGE, City Clerk
of the City of Stockton
NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA
Project Title: Fiber Optic Network Expansion
CEQA Exemption File No.: CE006-11
Applicant: City of Stockton Public Works Department
Project Description/Location: Fiber Optic Network Expansion at Weston Ranch and SJRTD Office, Federal Project No. CML5006 (096); City Project No. 10-05

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):
___ The project has been granted a "Categorical Exemption" under Article 19 and, specifically, by Section(s):

MICHAELOCKE, DEPUTY CITY MANAGER
INTERIM COMMUNITY DEVELOPMENT DIRECTOR

By

SENIOR PLANNER JENNY LIAW

July 28, 2011
(DATE OF PREPARATION)

(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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The City of Stockton proposes to expand its existing fiber optic network in the Westside Ranch neighborhood. The proposed project would improve communication between existing traffic signals and the City’s downtown Traffic Management Center to increase the efficiency of the bus rapid transit system. Construction would occur on paved or previously disturbed areas within City right of way. This project is a Categorical Exclusion pursuant to NEPA unless: 1) the scope of the project changes to include additional activities or areas; or 2) there is unforeseen discovery of sensitive or cultural resources.

Categorical Exclusion Determination

CALTRANS CEQA Determination

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements (See 14 CCR 15300 et seq.):
- This project is not located on a site included in any list compiled pursuant to Govt. Code § 65362.5 ("Corbesi List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

NEPA Compliance

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:
- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b) (http://www.fhwa.dot.gov/environmental/23cfr771.htm - sec.771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.

CALTRANS NEPA Determination

Section 6004: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 306 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:
- 23 CFR 771.117(c): activity (c)(21)
- 23 CFR 771.117(d): activity (d)(3)
- Activity listed in the MOU between FHWA and the State

Section 6005: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

Jacqueline Waite
Print Name: Environmental Branch Chief
Signature: Date

Parminder Singh
Print Name: Acting DLA Engineer
Signature: Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project; §106 commitments, §4(f), §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). Revised June 7, 2010

CE for CML-5009(096), Stockton Fiber Optic Network Expansion Project

Page 1 of 5

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CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

10-SJ-City of Stockton
Dist.-Co.-Rte. (or Local Agency) P.M./P.M. E.A. (State project) Federal-Aid Project No. (Local project) Proj. No.

CML-5008(096)

Project Description/Purpose and Need

Build Alternative

The City of Stockton proposes to expand its existing fiber optic network to include a portion of the Weston Ranch neighborhood at the southern end of the City. The proposed project would provide communication capabilities between 15 existing traffic signals in Weston Ranch and the City’s Traffic Management Center (TMC) in downtown Stockton, and would connect the San Joaquin Regional Transit District (SJRTD) offices to the City’s traffic signal communication network.

The purpose of the project is to optimize signal timing and improve the efficiency of the bus rapid transit system, thereby reducing pollutant emissions and improving roadway safety. This would be accomplished in two ways. First, the infrastructure to be installed would allow City staff to monitor operation of the traffic signals, collect real-time traffic data, and adjust signal timing and coordination from the TMC. Second, SJRTD personnel would be able to track Metro Express buses along Bus Rapid Transit routes in real time through the City’s closed circuit television and traffic management system, which would improve on-time performance of buses and allow monitoring of buses and bus shelters.

All fiber optic cable installation and construction work would occur within City of Stockton right of way at two locations (see attached Figures 1 and 2):

Weston Ranch Location.

A total of 21,000 feet of fiber optic cable would be installed in the Weston Ranch neighborhood underneath the following road segments:

- Carolyn Weston Blvd. between Manthey Road and EWS Woods Blvd.
- Carolyn Weston Blvd. between William Moss Blvd. and Henry Long Blvd.
- Manthey Road between Carolyn Weston Blvd. and William Moss Blvd.
- William Moss Blvd. between Manthey Road and EWS Woods Blvd.
- EWS Woods Blvd. between William Moss Blvd. and French Camp Road
- McDougald Blvd. between William Moss Blvd. and French Camp Road
- McCuen Ave. between Henry Long Blvd. and Dominion Drive
- French Camp Road between McCuen Ave. and EWS Woods Blvd.
- French Camp Road between McDougald Blvd. and the end of sidewalk to the east.

Most underground conduits needed to carry the cable were installed during original residential development in Weston Ranch. However, new 2.5-inch-diameter PVC conduit would need to be installed at two locations: EWS Woods Blvd. between William Moss Blvd. and Henry Long Blvd., and Henry Long Blvd. between Carolyn Weston Blvd. and McCuen Ave. The conduit at these locations would be installed by boring under the existing road surface. The total length of boring would be 4,250 feet, and the typical depth of boring would be three (3) feet; however, boring would be done at a shallower depth as needed to avoid conflicts with underground utilities or tree roots.

In addition, approximately 10 feet of trenching would be required at each of the 15 traffic signal locations (for a total of 150 feet of trenching) to install short conduit connections between the traffic signal cabinets and the adjacent fiber optic pull boxes. The trenches would disturb small portions of existing sidewalks and landscaped areas, but all areas would be restored upon project completion.

Downtown Stockton Location

This portion of the project would install 1,100 feet of fiber optic cable to connect the SJRTD Office to the City’s existing traffic signal communication network. All underground infrastructure at this location is already in place; fiber optic cable would be installed in existing conduit under Weber Ave between California Street and Sutter Street.

No-build Alternative

The no-build alternative would not meet the purpose and need of improving communication between existing traffic signals and the City’s Traffic Management Center to increase the efficiency of the bus rapid transit system.
Environmental Setting

The proposed project is located in the Weston Ranch neighborhood and the downtown area of the City of Stockton in central San Joaquin County. Land uses in the project area are either residential or commercial; there is no natural habitat in the project vicinity.

Environmental Issues

The nature of the project and its setting suggest no potential for impacts to socioeconomic resources. This is not a Type 1 project as defined in 23 CFR 772.5(h); it would not increase the number of through lanes or change the horizontal or vertical alignment of the affected roads, or require noise abatement measures. The project is not within the Coastal Zone or within the 100-year base flood plain elevation of a watercourse or a lake; it would not involve any work in a river. The project is not within or adjacent to a Wild and Scenic River System. The project would not affect land classified as Prime Farmland, and would not affect any parcels under Williamson Act contract.

The project is consistent with the plans and goals adopted by the community. The project would not involve changes in access control; however, traffic control measures might be required during project construction. The project would not require future construction to fully utilize the design capabilities included in the proposed project. There are no visual resources within the project area. There are no publicly-owned parks, recreations areas, or wildlife or waterfowl refuges within project limits. The project would not cause public controversy based on potential effects to the environment.

Biology

Biological resource assessment consisted of a review of the Preliminary Environmental Studies (PES) Form prepared by the City of Stockton and review of the California Department of Fish and Game’s Natural Diversity Database (CNDDB) and the U.S. Fish and Wildlife Service’s threatened and endangered species website using the Stockton West U.S. Geological Service 7.5-minute quadrangle. GIS databases, topographic maps, aerial photos, and project area photographs were also reviewed.

There is no natural habitat in the project area. Construction activities would be limited to existing pavement and previously-maintained landscaped areas. Numerous ornamental trees are located adjacent to work areas, but no trees would be removed or trimmed as part of the scope of work. No state or federally listed species, designated critical habitat, state or federally recognized sensitive habitats, or waters of the U.S. would be affected by the proposed project. There are no natural or agricultural wetlands in the project area. Section 7 consultation with the U.S. Fish and Wildlife Service is not required.

Cultural Resources

There are no properties on or eligible for the National Register of Historic Places within the project area. The proposed undertaking was determined to have no potential to affect historic properties and is exempt from further review pursuant to Stipulation VII and Attachment 2, Screened Undertakings, (Class Nos. 1, 6, 20, and 25) of the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA).

Hazardous Waste

No potential or existing hazardous waste concerns were identified through searches of regulatory records and databases. Caltrans has evaluated the concentrations of lead in the soils along Interstate 5; these analyses results indicate that no aerially deposited lead should be present in the nearby Weston Ranch area, and thus lead concentrations are below hazardous waste thresholds. The project area is considered to be free of known hazardous waste issues.

This project would involve limited soil excavation for trenching. Lead occurs naturally in all soils in varying concentrations and is enhanced in many project soils due to vehicle emissions from the pre-1998 use of leaded gasoline. Therefore, the California Occupational Safety and Health Administration (Cal OSHA) requires a lead compliance plan on all jobs where there is soil disturbance. A lead compliance plan would be implemented during project construction.

CE for CML-5008(096), Stockton Fiber Optic Network Expansion Project
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

10-SJ-City of Stockton
Dist.-Co.-Rie. (or Local Agency) P.M.P.M. E.A. (State project) CML-5008(096)
Federal-Aid Project No. (Local project)/ Proj. No.

Air Quality

Pursuant to Table 2 (Exempt Projects) of the Code of Federal Regulations, Title 40, Section 93.126 (40 CFR 93.126), the proposed project is exempt from project-level air quality analysis as a "construction or renovation of power, signal, and communication systems" project. Air quality conformity requirements have been met. The project is exempt from the requirement to determine conformity with a regional transportation plan.

Ken J. Romero, Caltrans Central Region Environmental Engineering, concurred with the findings in the Caltrans-prepared "CE Checklist: Air Quality Conformity Questions" on May 24, 2010, and the checklist was approved by Jacqueline Walt, Caltrans District 10 Senior Environmental Planner, on May 26, 2010.

Noise

The proposed project is not defined as a "Type I" project and would not result in a permanent increase in noise levels in/near the project area; however, there would be a temporary increase in noise levels during project construction. Since the project area is adjacent to residential properties, a Construction Related Noise Analysis Technical Memorandum was prepared on July 22, 2010 to address and outline appropriate avoidance and minimization measures to reduce construction-related noise impacts.

No adverse noise impacts from construction are anticipated because construction would be conducted in accordance with Caltrans Standard Specifications Section 7-1.011 and applicable local noise standards. Construction techniques would be designed to minimize noise levels and the duration of noise-generating activities, and construction would be restricted to the time period between 9:00 a.m. and 5:00 p.m.

Water Quality/Stormwater

No waterways would be affected by the proposed project, and no formal water quality analysis was required. Potential impacts to water quality in the project area can be addressed during project design and construction. The proposed project would not adversely affect quality of storm water discharge from the highway provided that Best Management Practices (BMPs) are implemented.

Agency Coordination and Permits Required

<table>
<thead>
<tr>
<th>Permit or Agreement</th>
<th>Required for project?</th>
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<tr>
<td>Yes</td>
<td>No</td>
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<tr>
<td>1602 Streambed Alteration Agreement (California Department of Fish and Game)</td>
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<tr>
<td>Section 404 Permit (U.S. Army Corps of Engineers)</td>
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<tr>
<td>Section 401 Certification (Regional Water Quality Control Board)</td>
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<tr>
<td>Local Agency National Pollutant Discharge Elimination System (NPDES) permit (RWQCB)</td>
<td>TBD by Local Agency</td>
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Environmental Provisions

- Environmental reevaluation will be required if the scope of the project changes to include additional areas or activities, or if previously unknown cultural or other sensitive resources are discovered.

Hazardous Waste

- A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to comply with California Occupational Safety and Health Administration (Cal OSHA) regulations addressing aerially-deposited lead for projects involving soil disturbance;

Noise

- Construction must be conducted in accordance with Caltrans Standard Specifications Section 7-1.011 and applicable local noise standards. Appropriate abatement techniques, equipment noise control measures,
and administrative measures will be implemented to eliminate or minimize noise impacts, as outlined in the July 22, 2016 Construction Related Noise Analysis Technical Memorandum.

**Air Quality**

- Dust control measures must be implemented during project construction, as needed. These measures include visual dust monitoring, limiting vehicle speeds to less than 15 miles per hour, and wetting the soil by use of a water truck.

**Caltrans Environmental Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td>Kathy Ikeda</td>
<td>Environmental coordinator</td>
</tr>
<tr>
<td>Kursten Sheridan</td>
<td>Biologist</td>
</tr>
<tr>
<td>Shahar Jones</td>
<td>Archaeologist</td>
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<tr>
<td>Clemens Goewert</td>
<td>Hazardous waste specialist</td>
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<tr>
<td>Ken J. Romero</td>
<td>Air quality reviewer</td>
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<tr>
<td>Allam Alhabaly</td>
<td>Noise specialist</td>
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