CONSENT AGENDA

AGENDA ITEM 12.13
TO: Mayor and City Council  
FROM: Robert Murdoch, Director  
Public Works Department  
SUBJECT: APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE032-11), AWARD CONSTRUCTION CONTRACT (WINGARD ENGINEERING, INC.), AND APPROVE CONTRACT CHANGE ORDER NO. 1 (DKS ASSOCIATES) FOR THE TRAFFIC SIGNAL CONTROLLER UPGRADE/RETIMING (PROJECT NO. 10-12, FEDERAL PROJECT NO. CML-5008(098))

RECOMMENDATION

It is recommended that the City Council adopt a resolution that authorizes the filing of Notice of Exemption No. CE032-11 under the California Environmental Quality Act (CEQA) and a determination of Categorical Exclusion under the National Environmental Policy Act (NEPA) that was provided by Caltrans on January 7, 2011 for the Traffic Signal Controller Upgrade/Retiming Project.

In addition, it is recommended that the City Council adopt a motion that:

1. Authorizes the rejection of the low bidder as “non-responsive”, approves plans and specifications, and authorizes the City Manager to execute a construction contract in the amount of $481,100 with Wingard Engineering, Inc. for the Traffic Signal Controller Upgrade/Retiming Project.

2. Authorizes the City Manager to execute Change Order No. 1 to the Amendment to Professional Services Master Contract with DKS Associates, in the amount of $29,914 for construction engineering and traffic signal retiming for the Traffic Signal Controller Upgrade/Retiming Project.

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

Summary

The recommended actions will award a construction contract for the Traffic Signal Controller Upgrade/Retiming Project (Project) to Wingard Engineering, Inc. in the amount of $481,100 to purchase and install 20 traffic signal controllers on March Lane (I-5 to Pacific Avenue), Harding Way (Lincoln Street to California Street), and Wilson Way (Bradford Street to Market Street).

In addition, a contract change order will be awarded to DKS Associates in the amount of $29,914 for construction engineering and traffic signal retiming at these 20 intersections to increase signal coordination, reduce travel delays, and improve air quality.
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE032-11), AWARD
CONSTRUCTION CONTRACT (WINGARD ENGINEERING, INC.), AND APPROVE
CONTRACT CHANGE ORDER NO. 1 (DKS ASSOCIATES) FOR THE TRAFFIC SIGNAL
CONTROLLER UPGRADE/RETIMING (PROJECT NO. 10-12, FEDERAL PROJECT NO.
CML-5008(098))

This Project will be funded by a Congestion Mitigation and Air Quality (CMAQ) grant and is
anticipated to be completed by April 2012.

Taking these actions will have no impact on the City’s 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 improving air quality and relieving congestion, two important
goals of the Department of Transportation.

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. 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
$635,000, with the construction phase programmed in the current federal fiscal year.

On May 5, 2009, as required by Federal Highway Administration, the City Council adopted
a new “race conscious” Disadvantaged Business Enterprise (DBE) program (Resolution
No. 09-0122). The new program requires 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 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 and failure to make a Good Faith Effort are grounds for rejecting the bidder as non-responsive.

A UDBE goal of 0.73 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 0.73 percent.

Present Situation

In 2004, the Public Works Department embarked on a program to upgrade the traffic signal controllers at all of the City’s 294 signalized intersections with Siemens Type 2070 controllers. By upgrading the controllers, signal timing, control, and coordination could be improved which, in turn, will reduce traffic congestion and improve air quality.

Since that time, the City Council has authorized the purchase of Siemens Type 2070 controllers in various stages. The last authorized purchase was on May 18, 2010 when the City Council adopted Resolution No. 10-0148 for the purchase of 177 Siemens brand traffic signal controllers. At this time, city staff is in the process of installing those controllers.

This Project will purchase and install the last 20 controllers needed to complete the citywide upgrade. These controllers will be installed on March Lane (I-5 to Pacific Avenue), Harding Way (Lincoln Street to California Street), and Wilson Way (Bradford Street to Market Street) as shown on Attachment A (Vicinity Map).

The Project was put out to bid on June 16, 2011. On Thursday, July 21, 2011, two bids were received and opened with the following results:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
<th>UDBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bockmon &amp; Woody Electric Company, Stockton</td>
<td>$402,818</td>
<td>0%</td>
</tr>
<tr>
<td>Wingard Engineering, Inc., Bethel Island</td>
<td>$481,100</td>
<td>1.52%</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$465,000</td>
<td>0.73%</td>
</tr>
</tbody>
</table>
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE032-11), AWARD CONSTRUCTION CONTRACT (WINGARD ENGINEERING, INC.), AND APPROVE CONTRACT CHANGE ORDER NO. 1 (DKS ASSOCIATES) FOR THE TRAFFIC SIGNAL CONTROLLER UPGRADE/RETIMING (PROJECT NO. 10-12, FEDERAL PROJECT NO. CML-5008(098))

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Bockmon & Woody Electric Company was the apparent low bidder at the bid opening. However, during the bid review process, staff found that Bockmon & Woody Electric Company did not meet the federal UDBE/DBE program goal set for this project nor did they make a Good Faith Effort as required by federal regulations.

Staff subsequently held a reconsideration hearing with representatives from Bockmon & Woody Electric Company. Based on the findings of that hearing, it was determined that Bockmon & Woody Electric Company had failed to make a Good Faith Effort. In accordance with federal regulations, their bid must be rejected as non-responsive. A rejection letter was sent to the company on September 1, 2011.

The bid from Wingard Engineering, Inc. was regular in all respects, and they have the proper license for this work and exceeded the UDBE goal. Therefore, staff recommends awarding the construction contract (Attachment B) to Wingard Engineering, Inc. in the amount of 481,100. It is anticipated that the project will be completed by April 2012.

DKS Associates (DKS) was hired administratively in January 2011 as the Project design consultant at a cost of $29,630. It is staff’s recommendation that DKS be retained to perform the construction phase tasks of construction engineering, collecting traffic volumes along the three corridors and the re-timing of the 20 upgraded traffic signal controllers at a cost of $29,914. Since the value of this additional work when combined with the original contract will exceed staff authority, the City Council must authorize the execution of Contract Change Order No. 1 (Attachment C) with DKS Associates for $29,914.

Per the Notice of Exemption ( Exhibit 1 of the Resolution) dated June 10, 2011, 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 Sections 15301, Class 1 and 15302, Class 2 of the CEQA Guidelines. A Determination of Categorical Exclusion for the National Environmental Policy Act (NEPA) was revised and provided by Caltrans on January 7, 2011. Staff recommends Council adopt a resolution authorizing the filing of the CEQA document.

FINANCIAL SUMMARY

This project is being funded by federal CMAQ funds. Sufficient funds to award the $481,100 contract to Wingard Engineering, Inc. and to approve Contract Change Order No. 1 of $29,914 for DKS Associates have already been appropriated into account 038-6721-640, Traffic Signal Controller Upgrades/Retiming; as of September 26, 2011, the account balance is $585,563. Additional funds beyond those needed for the base contracts will be used for contingencies and staff costs.
APPROVE THE FILING OF A NOTICE OF EXEMPTION (CE032-11), AWARD CONSTRUCTION CONTRACT (WINGARD ENGINEERING, INC.), AND APPROVE CONTRACT CHANGE ORDER NO. 1 (DKS ASSOCIATES) FOR THE TRAFFIC SIGNAL CONTROLLER UPGRADE/RETIMING (PROJECT NO. 10-12, FEDERAL PROJECT NO. CML-5008(098))

(Page 5)

Approving the recommended motions will have no impact on the General Fund.

Respectfully submitted,

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED

MICHAEL E. LOCKE
DEPUTY CITY MANAGER

Attachments:  A - Vicinity Map
               B - Construction Contract (Wingard Engineering, Inc.)
               C - Contract Change Order No. 1 (DKS Associates)
Traffic Signal Controller Upgrade and Retiming
CONSTRUCTION CONTRACT

This contract is made and entered into on ____________, 2011, by and
WINGARD ENGINEERING, INC., a corporation, with a business address at P.O. Box
99, Bethel Island, CA 94511-0099, hereinafter called "CONTRACTOR," and CITY OF
STOCKTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of TRAFFIC SIGNAL
CONTROLLER UPGRADE/RETIMING (CITY PROJECT 10-12, FEDERAL PROJECT
CML-5008(098)), hereinafter called "PROJECT," were regularly adopted by Council Motion
on ________________ ; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by
Council 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 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.

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"

WINGARD ENGINEERING, INC.
a corporation
P.O. BOX 99
BETHEL ISLAND, CA 94511-0099

By: _______________________________
"CONTRACTOR"

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

Tax Identification No.
## TRAFFIC SIGNAL CONTROLLER UPGRADE/RETIMING
CITY PROJECT 10-12, FEDERAL PROJECT CML-5008(098)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Upgrade existing traffic signal controller to Eagle 2070N with SEPAC 3.4 and replace the existing cabinet with the Type 'P' TS2 Traffic Signal Cabinet at locations 1 and 13, reusing the existing foundation.</td>
<td>LS</td>
<td>2</td>
<td>$36,000</td>
<td>$72,000</td>
</tr>
<tr>
<td>2</td>
<td>Upgrade existing traffic signal controller to Eagle 2070N with SEPAC 3.4, at locations 2, 3, 4, 5, 6, 7, 8, 9, 15, 16, and 18.</td>
<td>LS</td>
<td>10</td>
<td>$9,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>3</td>
<td>Upgrade existing traffic signal controller to Eagle 2070N controller with SEPAC 3.4. Install Type 'P' TS2 Traffic Signal Controller Cabinet on a new foundation above the existing foundation, at the Intersection of March Lane and College Square (location 6).</td>
<td>LS</td>
<td>1</td>
<td>$52,000</td>
<td>$52,000</td>
</tr>
<tr>
<td>4</td>
<td>Upgrade existing traffic signal controller to a Siemens M50 controller. Install Type 'M' TS1 Traffic Signal Cabinet, setting the new cabinet adjacent to the existing cabinet on a new foundation, at the Intersection of Harding Way and Center Street (location 10).</td>
<td>LS</td>
<td>1</td>
<td>$52,000</td>
<td>$52,000</td>
</tr>
<tr>
<td>5</td>
<td>Upgrade existing traffic signal controller to a Siemens M50 controller. Install Type 'M' TS1 Traffic Signal Cabinet, setting the new cabinet adjacent to the existing cabinet on a new foundation, and install new service, at the intersection of Harding Way and El Dorado Street (location 11).</td>
<td>LS</td>
<td>1</td>
<td>$59,000</td>
<td>$59,000</td>
</tr>
<tr>
<td>6</td>
<td>Upgrade existing traffic signal controller to a Siemens M50 controller. Install Type 'M' TS1 Traffic Signal Cabinet, setting the new cabinet adjacent to the existing cabinet on a new foundation, and install new service, at the Intersection of Harding Way and San Joaquin Street (location 12).</td>
<td>LS</td>
<td>1</td>
<td>$57,000</td>
<td>$57,000</td>
</tr>
</tbody>
</table>
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CITY PROJECT 10-12, FEDERAL PROJECT CML-5008(098)

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<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>Upgrade existing traffic signal controller to an Eagle 2070N controller with</td>
<td>LS</td>
<td>1</td>
<td>$47,000</td>
<td>$47,000</td>
</tr>
<tr>
<td></td>
<td>SEPAC 3.4. Install Type &quot;P&quot; TS2 Traffic Signal Controller Cabinet on same</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>site as existing foundation, and replace the existing cabinet at the</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>intersection of Wilson Way and Harding Way (location 14).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Upgrade existing traffic signal controller to Siemens M50 controller with</td>
<td>LS</td>
<td>3</td>
<td>$7,300</td>
<td>$22,000</td>
</tr>
<tr>
<td></td>
<td>SEPAC 3.4 at locations 17, 19, and 20.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Remove and re-install fiber optic cable at Locations 6, 10, 11, 12, and 14</td>
<td>LS</td>
<td>1</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td></td>
<td>(AT&amp;T fixed fee).</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**TOTAL BID** $68,000
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 EIGHTY-ONE THOUSAND, ONE-HUNDRED AND NO/100 DOLLARS ($481,100.00), 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 CONTROLLER UPGRADE/RETIMING
(PROJECT NO. 10-12/FEDERAL PROJECT NO. CML-5008(098))

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 ____________________________

WINGARD ENGINEERING, INC.
a corporation

APPROVED AS TO SURETY:

By __________________________
"PRINCIPAL"

APPROVED AS TO FORM & CONTENT:

JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By __________________________
SURETY

By __________________________
ATTORNEY-IN-FACT

By __________________________
DEPUTY CITY ATTORNEY
BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, WINGARD ENGINEERING, 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 FOUR-HUNDRED EIGHTY-ONE THOUSAND, ONE-HUNDRED
AND NO/100 DOLLARS ($481,100.00), 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 CONTROLLER UPGRADE/RETIMING
(PROJECT NO. 10-12/FEDERAL PROJECT NO. CML-5006(098))

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 ____________________________.

WINGARD ENGINEERING, INC.
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

::O0MA\GRPWISE\COS.PW_PW_Library:187115.1
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):

   (l) 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 indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Contractor shall furnish the City of Stockton with the Certificates and endorsements 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) 937-9882. 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.
CITY OF STOCKTON

Contract Change Order No. 1

TRAFFIC SIGNAL CONTROLLER UPGRADE AND RETIMING
City Project No. 10-12

Original Contract Price $29,630.00
CCO No. 1 $29,914.00
Revised Contract Price $59,544.00

TO DKS ASSOCIATES (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

EXTRA WORK

Construction engineering and traffic signal retiming at 20 intersections along three heavily traveled corridors:
1. March Lane - between I-5 and Pacific Avenue
2. Harding Way - between Lincoln Street and California Street; and
3. Wilson Way - between Bradford Street and Market Street

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, ___160__ days extension of time will be allowed.

Accepted Date __________________________

DKS ASSOCIATES
(Contractor)

By __________________________

Title __________________________

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

Increase
Total cost of change not to exceed $29,914.00

Submitted by __________________________
Dennis Yep, Associate Traffic Engineer

Approval Recommended:
By __________________________
Todd Greenwood, City Traffic Engineer

Do the changes above have any potential impact on the use of Public Facility Fees, Measure K, Gas Tax and/or other restricted funding sources?
(Circle One) YES/ NO
If Yes, Budget Officer or designee to verify available funding

Available Funding Verified __________________________
Gary Dickson, Program Manager III

Date approved __________________________

Robert Murdoch, Director, Public Works Department
Bob Dels, City Manager

City Council Motion __________________________

APPROVED AS TO FORM & CONTENT:
OFFICE OF THE CITY ATTORNEY

BY __________________________
Resolution No. ____________

STOCKTON CITY COUNCIL
=================================

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FILING OF A NOTICE OF EXEMPTION FOR THE TRAFFIC SIGNAL CONTROLLER UPGRADE/RETIMING PROJECT (CITY PROJECT NO. 10-12, FEDERAL PROJECT NO. CML-5008(098))

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. CE032-11), for the Traffic Signal Controller Upgrade/Retiming Project (City Project No. 10-12, Federal Project No. CML-5008(098)) 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 PAIGE, City Clerk
of the City of Stockton

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City Atty:                 GDP
Review Date October 6, 2011

200
CITY OF STOCKTON
NOTICE OF EXEMPTON

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: Traffic Signal Controller Upgrade
CEQA Exemption File No.: CE032-11
Applicant: City of Stockton Public Works Department
Project Description/Location: Traffic Signal Controller Upgrade/Retiming - Federal Project No. CML 5008 (98); City Project No. 10-12 - March Lane, Harding Way, and Wilson Way (PW/dy).

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, Class 1 and 15302, Class 2.

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.

X 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).

MICHAEL M. NIBLOCK, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

June 10, 2011
(DATE OF PREPARATION)

By SIGNED
SENIOR PLANNER JENNY LIAW

(fdw)

(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

Posting Period Ending Date

Title

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::ODMA\GRPWISE\COS.CDD.CDD_Library:91177.1
CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM

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.

PROJECT DESCRIPTION:
(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved.)
The City of Stockton proposes to upgrade traffic signal controllers and retime the signals along three heavily-travelled corridors in Stockton. 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.

CEQA COMPLIANCE (for State Projects only)
Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):
- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated State scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 (“Cortese List”).
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION
☐ Exempt by Statute. (PRC 21080[b]; 14 CCR 15250 et seq.)

Based on an examination of the proposal, supporting information, and the above statements, the project is:
☐ Categorically Exempt, Class ________ (PRC 21064; 14 CCR 15300 et seq.)
☐ Not applicable

Print Name: Acting Environmental Branch Chief
Signature
Print Name: Project Manager/DLA Engineer
Signature
Date
Date

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/environment/ceq/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 326 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)(____)
☐ 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.

Print Name: Environmental Branch Chief
Signature
Print Name: DLA Engineer
Signature
Date
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-5008(099), Stockton Signal Controller Upgrades

Page 1 of 5
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/ Pro). No.

Project Description/Purpose and Need

Build Alternative
The City of Stockton proposes to upgrade traffic signal controllers and retime the signals along three heavily-travelled corridors in Stockton. New traffic signal controllers would be installed at twenty (20) existing traffic signals on March Lane, Harding Way, and Wilson Way. Signal timing plans would be developed and implemented to reduce travel delays and improve air quality along each of the subject corridors.

At thirteen (13) of the project locations the existing cabinets can accommodate the new controllers; at seven (7) locations the existing cabinets would be removed and replaced with new cabinets. Installation of the new cabinets would require excavation to a maximum depth of three (3) feet for replacement of the cabinet foundations. All work would occur within previously disturbed areas subject to routine street maintenance within existing City of Stockton right of way. Right lane or shoulder closures may be required at some locations.

Signal timing improvement would include collection of traffic volume counts and other pertinent field data, analysis of the data using software designed to optimize traffic flow, and fine tuning of the computer-optimized timing based on field observation of traffic flows.

Work is proposed at the following intersections:

March Lane Corridor

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Cabinet Corner</th>
<th>Work Proposed</th>
<th>Excavation Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quail Lakes Dr.</td>
<td>NE</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>None. Existing foundation fits the new cabinet.</td>
</tr>
<tr>
<td>Venezia Blvd.</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>McGaw St.</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>Venetian Dr.</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>Pershing Ave.</td>
<td>NE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>College Square</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>Yes. Demolish the existing cabinet foundation and set new cabinet &amp; new foundation on the same site.</td>
</tr>
<tr>
<td>Precissi Ln.</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
</tbody>
</table>

Harding Way Corridor

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Cabinet Corner</th>
<th>Work Proposed</th>
<th>Excavation Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln St.</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>Pacific Ave.</td>
<td>SW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None</td>
</tr>
<tr>
<td>Center St.</td>
<td>NE</td>
<td>Upgrade existing traffic signal controller, Replacing existing cabinet</td>
<td>Yes. Set the new cabinet adjacent to the existing cabinet on a new foundation.</td>
</tr>
<tr>
<td>El Dorado St.</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>Yes. Set the new cabinet adjacent to the existing cabinet on a new foundation.</td>
</tr>
<tr>
<td>San Joaquin St.</td>
<td>SW</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>Yes. Set the new cabinet adjacent to the existing cabinet on a new foundation.</td>
</tr>
</tbody>
</table>
Wilson Way Corridor

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Cabinet Corner</th>
<th>Work Proposed</th>
<th>Excavation Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradford St.</td>
<td>SW</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>None. Existing foundation fits the new cabinet.</td>
</tr>
<tr>
<td>Harding Way</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller, Replace existing cabinet</td>
<td>Yes. Demolish the existing cabinet foundation and set the new cabinet &amp; new foundation on the same site.</td>
</tr>
<tr>
<td>Waterloo Rd.</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
<tr>
<td>Park St.</td>
<td>NE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
<tr>
<td>Fremont St.</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
<tr>
<td>Miner Ave.</td>
<td>NW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
<tr>
<td>Main St.</td>
<td>SW</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
<tr>
<td>Market St.</td>
<td>SE</td>
<td>Upgrade existing traffic signal controller</td>
<td>None.</td>
</tr>
</tbody>
</table>

The purpose of the project is to optimize signal timing to reduce traffic congestion and improve air quality in Stockton. The project is needed because the existing traffic controllers are no longer being supported by the manufacturer, and because they do not support advanced features being utilized by the Stockton Traffic Management System such as Transit Priority and Adaptive Traffic Control.

No-build Alternative

The no-build alternative would not meet the purpose and need of updating the existing controllers to reduce congestion and improve air quality.

Environmental Setting

The proposed project is located on three busy urban streets in the City of Stockton in central San Joaquin County. Land use in the project area includes a mix of residential and 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, recreation 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 (CNDDDB) and the U.S. Fish and Wildlife Service’s threatened and endangered species website using the Stockton West and Lodi South U.S. Geological Survey 7.5-minute quadrangles. GIS databases, topographic maps, and aerial
photos were also reviewed.

There is no natural habitat in the project area. Construction activities would be limited to existing sidewalks and previously-maintained landscaped areas. Ornamental trees are located adjacent to work areas at some locations, but no trimming or removal of trees is proposed. 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 and 20) 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. Project activities would present a minimal risk of encountering hazardous wastes.

This project would involve limited soil excavation for replacement of signal controller cabinet foundations. Lead occurs naturally in all soils in varying concentrations. 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.

Air Quality

Pursuant to Table 2 (Exempt Projects) of the Code of Federal Regulations, Title 40, Section 93.125 (40 CFR 93.125), the proposed project is exempt from project-level air quality analysis as a “Traffic control devices and operating assistance other than signalization projects” 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 “CE Checklist: Air Quality Conformity Questions” on November 29, 2010, and the checklist was approved by Jacquelin Walt, Caltrans District 10 Senior Environmental Planner, on December 1, 2010.

Noise

The proposed project would not result in a permanent increase in noise levels in or near the project area. There would be a temporary increase in noise levels during project construction. A Construction Noise Technical Memorandum dated November 17, 2010 proposed 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 would occur 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 roads provided that Best Management Practices (BMPs) are implemented.
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

10-SJ-City of Stockton P.M./P.M. E.A. (State project) Federal-Aid Project No. (Local project)/ Proj. No. CML-5008(098)

Agency Coordination and Permits Required

<table>
<thead>
<tr>
<th>Permit or Agreement</th>
<th>Required for project?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1602 Streambed Alteration Agreement (California Department of Fish and Game)</td>
<td>✓</td>
</tr>
<tr>
<td>Section 404 Permit (U.S. Army Corps of Engineers)</td>
<td>✓</td>
</tr>
<tr>
<td>Section 401 Certification (Regional Water Quality Control Board)</td>
<td>✓</td>
</tr>
<tr>
<td>Local Agency National Pollutant Discharge Elimination System (NPDES) permit (RWQCB)</td>
<td>TBD by Local Agency</td>
</tr>
</tbody>
</table>

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 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. All equipment will have sound control devices that are no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust. Construction activities will be limited to 8:00 am through 5:00 pm.

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

Carl Baker Environmental coordinator
James Hanke Biologist
Shahar Jones Archaeologist
Clemens Goewert Hazardous waste specialist
Ken J. Romero Air quality reviewer
Allam Alhabay Noise specialist