

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
DESIGN SERVICES FOR THE NORTHEAST RESERVOIR & PUMP STATION
PROJECT (NO. UH24006)
FOR THE CITY OF STOCKTON, CALIFORNIA**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, APRIL 25, 2024,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

REQUEST FOR PROPOSALS (RFP)
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TABLE OF CONTENTS

NOTICE INVITING PROPOSALS	1
PROPONENT'S CHECKLIST	2
1.0 GENERAL INFORMATION	3
1.1 REQUEST FOR PROPOSAL (RFP) PROCESS	3
1.2 INVITATION TO SUBMIT A PROPOSAL.....	3
1.3 LOCAL BUSINESS PREFERENCE	3
1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS	3
1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL	3
1.6 ACCEPTANCE OR REJECTION OF PROPOSAL	4
1.7 RIGHT TO CHANGE OR AMEND REQUEST	4
1.8 CANCELLATION	4
1.9 EXAMINATION OF PROPOSAL MATERIALS	5
1.10 ADDENDA AND INTERPRETATION	5
1.11 DISQUALIFICATION	5
1.12 CONDITIONS IF WORK IS SUBCONTRACTED	6
1.13 LICENSING REQUIREMENTS	6
1.14 INSURANCE REQUIREMENTS	6
1.15 INDEMNITY AND HOLD HARMLESS.....	6
1.16 APPLICABLE LAW	7
1.17 METHOD OF PAYMENT	7
1.18 NOTICE TO OUT-OF-STATE VENDOR.....	7
1.19 TERM.....	7
1.20 COMPETITIVE PRICING	7
1.21 AVAILABLE FUNDING	7
1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE.....	8
1.23 AUDITING OF CHARGES AND SERVICES	8
1.24 PROPOSAL SECURITY.....	8
1.25 CONTRACT BONDS	8
1.26 CHANGES	8
1.27 AWARD	8

REQUEST FOR PROPOSALS (RFP)
DESIGN SERVICES FOR THE NORTHEAST RESERVOIR & PUMP STATION
PROJECT (NO. UH24006)

1.28	LIQUIDATED DAMAGES	8
1.29	PRODUCT OWNERSHIP	8
1.30	CONFIDENTIALITY	8
1.31	OTHER GOVERNMENTAL AGENCIES	9
1.32	NON-MANDATORY PRE-PROPOSAL CONFERENCE	9
1.33	PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS	9
1.34	PROPONENT’S SAFETY RESPONSIBILITY	10
1.35	PROTEST POLICY	10
2.0	BACKGROUND/GENERAL NATURE OF SERVICE	11
2.1	SCOPE OF SERVICES	11
3.0	PROPOSAL GUIDELINES, CONTENT AND FORMAT	15
3.1	EVALUATION PROCEDURE AND CRITERIA	17
3.2	PROPOSED DEVELOPMENT COSTS	17
3.3	PROPONENT CONTACT	17
3.4	CITY’S USE OF PROPOSAL MATERIAL	17
3.5	REJECTION OF PROPOSAL	18
	PROPOSAL DOCUMENTS	19
	PROPONENT’S COVENANT	20
	NON-COLLUSION	21
	ATTACHMENT A	27
	ATTACHMENT B	28
	ATTACHMENT C	29

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for **DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION PROJECT** in strict accordance with the specifications.

The City of Stockton, Municipal Utilities Department (City) is requesting proposals from qualified consulting firms to perform design services for the construction of water storage tank(s) with 4 MG additional capacity and a 12 mgd pump station located on the north portion of the Morada Detention Basin No. 2. The Consultant shall provide professional engineering services including a basis of design report, design (construction plans, specifications and estimate), environmental documentation, permitting, and engineering support during bidding and construction.

Proposal forms and specifications are available on the City's website at www.stocktonca.gov/mudbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, April 25, 2024, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data

Asael Gutierrez, MUD Engineering
(209) 937-5428
e-mail: asael.gutierrez@stocktonca.gov

Information on Process/Clarification

Procurement Division
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: March 26, 2024

ELIZA GARZA
CITY CLERK OF THE CITY OF STOCKTON

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

PROPONENT'S CHECKLIST

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 19 to 22 AND PLACE IN THE FRONT OF YOUR PROPOSAL):
 - * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ___ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
 - * ___ Sign the "Proponent's Covenant" form. **Include (with proposal) name and e-mail address for City contact, if different from signatories.**
 - * ___ Include your proposal, as outlined in these specifications.
 - * ___ Submit one (1) ORIGINAL (unbound, no staples) and three (3) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal and an electronic version of Proposal Fee.
 - * ___ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid .
 - * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **April 25, 2024, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
- A) **“RFP – DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION”**
B) **APRIL 25, 2024**

CONTACT INFORMATION:

Information on Technical Data

Asael Gutierrez, MUD Engineering
(209) 937-5428
e-mail: asael.gutierrez@stocktonca.gov

Information on Process/Clarification

Procurement Division
e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION PROJECT for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, April 25, 2024, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and three (3) copies of the proposal shall be submitted. Additionally, submit one (1) USB with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "PROPOSAL" and indicate project name and proposal opening date on the outside (in the same format below). Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

- A) "RFP – DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION"
- B) APRIL 25, 2024

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the RFP or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid . Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

1.9 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.10 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: ASael GUTIERREZ
MUNICIPAL UTILITIES DEPARTMENT
2500 NAVY DRIVE
STOCKTON, CA 95206-1147
e-mail: asael.gutierrez@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by **April 15, 2024**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid by **April 18, 2024**, and will become a part of the RFP. The proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/Proponent's bid submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

1.12 CONDITIONS IF WORK IS SUBCONTRACTED

The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.15 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to hold harmless, defend at its own expense, and indemnify the City of Stockton and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. These obligations are independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

agreement. These obligations shall survive the completion or termination of this agreement.

1.16 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors, unless documentation is provided by Proponent evidencing the vendor is registered with the State of California.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.19 TERM

Term of this Contract shall include the duration of Design Phase as well as Construction Phase.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 AVAILABLE FUNDING

Any contract which results from this RFP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant Agreement for convenience at any time by mailing a notice in writing to the Contractor.

1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 PROPOSAL SECURITY

Not applicable.

1.25 CONTRACT BONDS

Not applicable.

1.26 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.27 AWARD

Upon conclusion of the RFP process, a contract may be awarded for DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION PROJECT for the City. The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.28 LIQUIDATED DAMAGES

Not Applicable.

1.29 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.30 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

are not marked as confidential may be automatically considered public information after the contract is awarded. The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.31 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

1.32 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory job walk will be held on April 8, 2024 at 10:00 a.m. promptly at 2960 East Morada Lane, Stockton, CA 95212 (Attachment A – Pre-Proposal Conference Meeting Location).

1.33 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.34 PROPONENT'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.35 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's , the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.

6. If the protested procurement involves state or federal funds , the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist noted in Section 1.10 of this document.

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton Municipal Utilities Department (MUD) currently owns a partially vacant site located on the north portion of the Morada Detention Basin No. 2. MUD desires to develop the site with 4.0 MG additional capacity of water supply and a 12 mgd pump station. The Northeast Reservoir and Pump Station shall provide service to the northeast Stockton area and is planned to accommodate increased water demands associated with future development. Water Master Plan, adopted by City Council on January 2021, recommends additional capacity of 4 MG of water supply in Northeast Stockton.

In January of 2024, Siegfried Engineering prepared a feasibility memo and a geotechnical report for the Morada Basin site. Field investigation consisted of a topographic survey and a subsurface investigation in order to determine the viability of the site to accept the proposed water tank improvements. ***See Attachment B for the Feasibility Memo and Geotechnical Report.***

2.1 SCOPE OF SERVICES

The City of Stockton, Municipal Utilities Department (City) is requesting proposals from qualified engineering consulting firms to perform design services for the additional capacity of 4 MG of water supply and 12 mgd pump station at the north portion of Morada Detention Basin No. 2. The Consultant shall provide professional engineering services including a basis of design report, design (Construction plans, specifications and estimates, permitting, environmental and engineering support during bidding and construction).

It is assumed that all qualified Consultants are fully acquainted with the City's requirements to ensure absolute compliance with City procedures. Each qualified Consultant shall have a duty to request any information from the City as it deems necessary to prepare this proposal. The Consultant is encouraged to team with local Consultants and pertinent vendors as much as possible to accomplish all tasks necessary to complete the project as intended in design as well as increase the score on the consultant evaluation sheet.

CITY OF STOCKTON REQUEST FOR PROPOSALS (RFP)

2.1.1- Project Location

The site to be developed is located along Morada Lane at the existing detention basin site located approximately 2300 feet west of the intersection of Morada Lane and Holman Road in Stockton, California. The site is bounded by Morada Lane on the north, Mosher Creek and associated levee system on the east, the existing Morada detention basin to the south, and a railroad embankment to the West. The site is currently blanketed in mowed, dry weeds and some trees sporadically located across the site. An existing tower and ancillary structure are located on the southeast corner of the site.



2.1.2 Proposed Project Elements

The consultant will be responsible for the design of additional capacity 4 MG additional capacity of water supply and a 12 mgd pump station to connect to the existing water distribution system along Morada Lane.

These facilities shall be designed to help provide operational storage to balance differences in demands and supplies, emergency storage in case of a supply failure, and water to fight fires.

2.1.2 - Project Management

Project management will include coordinating all work and adhering to the project schedule, providing routine communications, cost controls, invoices, and progress reports.

The Project Manager will schedule and conduct bi-weekly meetings with the City via MS Teams. Generate and distribute draft meeting minutes that incorporate review comments. Distribute meeting agendas at least one business day prior to each meeting date. Other documents requiring City review prior to the meeting shall be submitted at least two business days in advance.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

Monthly payment requests and progress reports: prepare monthly invoices in accordance with actual progress and drawdown schedule and a monthly progress report to accompany each invoice for the previous month's work. Progress reports will review major work activities and budget and schedule status by task, summarizing work hours by task and job title and person assigned for the invoice period, and document progress made during the past month, accomplishments, and a look-ahead to the next month's progress goals.

2.1.3 - Field Investigations

Surveying

Topographic surveying: Provide topographic surveying services as necessary for the design of the Facilities.

The horizontal and vertical coordinate system and datums will be based on the North American Datum of 1983 (NAD83) converted to the California Grid Coordinate System of 1983, Zone 3 as referenced by the City of Stockton Horizontal Control System. The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD88) as referenced by the City of Stockton Benchmarks, January 2011 Conversion.

Subsurface Investigation

Subsurface investigation was conducted by Siegfried Engineering and a geotechnical report was prepared for this project.

Geotechnical Report
Proposed Northeast Reservoir & Pump Station Project (UH24006)
Morada Basin Site, Morada Lane
Stockton, CA

Prepared by:
Siegfried
3428 Brookside Road
Stockton, CA 95219
209-943-2021

2.1.4 – Permitting and Related Services

The Consultant shall coordinate with the appropriate regulatory agencies and resolve all permitting issues. The Consultant will prepare a schedule and action plan for obtaining all permits that are necessary to construct the Facilities.

Additionally, the Consultant shall perform all necessary environmental documentation (CEQA), and the environmental mitigation requirements, if required.

2.1.5 - Design Packages

Consultant shall prepare plans, specifications, and other supporting documents in design packages to facilitate City review and understanding of design intent. Consultant is expected to prepare the proposal with sufficient scope and budget to develop plans, specifications, and construction cost estimate (PS&E).

CITY OF STOCKTON REQUEST FOR PROPOSALS (RFP)

The Consultant shall prepare drawings generally in accordance with City standards and provisions to reduce formation of disinfection byproducts. Drawings will be prepared using the latest edition of AutoCAD after submitting templates that demonstrate compliance with City standards. Design packages shall contain plans, sections, elevations, and applicable details including:

- Drawing index(ices)
- Design Criteria
- Standard details of each discipline
- Civil site layouts and grading, paving plans and sections
- Mechanical Plans and sections
- Structural plans and sections
- Electrical plans and sections
- Landscaping plans
- Exterior lighting plans
- Process and mechanical schematics
- Electrical single-line diagrams
- Cathodic protection
- SCADA system architecture, P&IDs and block diagrams
- Reference drawings

The City will require the preparation of technical specifications in the Construction Specifications Institute (CSI) format while the City will prepare Division 0 and Division 1.

Consultant will provide a project construction cost estimates with each iteration of design Packages. Construction cost estimates shall be detailed commensurate with the level of completeness of the design.

The Consultant shall prepare and deliver electronic (PDF) copy of all submittals. Drawings shall be printed in 22"x34" (full scale) and submitted at 30%, 60% and 100% completion to the City for review and comments. After all edits have been made to the 100% plans, the Consultant shall submit the final plans to the City in an electronic and hard copy format. The final specifications and plan set (22"x34") shall be stamped, signed by a registered engineer, and delivered to the City along with a flash drive containing all electronic files, including AutoCAD drawing files.

The Consultant shall submit all supporting calculations to the City.

2.1.6 – Engineering Services During Construction

The Consultant will provide engineering services during construction phase including:

- Review of submittals, including resubmittals.
- Respond Requests for Information.
- Attend construction meetings (pre-bid job walk, preconstruction meeting, etc.). Assumed each meeting is 1-hour duration.
- Prepare and submit record drawings, at the completion of construction (one electronic copy and one full size hard copy).

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and three (3) copies of your proposal/qualifications. Additionally, submit one (1) USB with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

The review team will conduct a background reference review of each respondent. Please include the following information for all three (3) projects that the proposed design team worked on together:

- 1. Name of the Project/Study
- 2. Location of the Project
- 3. Name, title, and contact information for the client
- 4. Project Budget
- 5. Date of Completion of the Project

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

Financial documents shall be excluded from the maximum page amount.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Finalist's fee structure may be subject to negotiation.

Identify all key members, including sub consultants, in a work chart, including their name, title, hours per task, hourly rate, total hours, direct labor, overhead, and percentage of work by task. Include total fees for all costs to complete all tasks.

3.0.8 The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal, but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION PROJECT. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

The above criteria will be categorized into the following scoring allocations:

Criteria	Weight
Understanding of Work	20%
Experience with Similar Work	20%
Qualifications of the Proposed Team	20%
Work Plan	25%
Cost Proposal	10%
Local Business Preference	5%

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

DESIGN SERVICES FOR THE NORTHEAST RESERVOIR AND PUMP STATION PROJECT	
SUBMITTAL DUE: THURSDAY, APRIL 25, 2024 AT 2:00 PM	
RFP Submittal Mailing, Delivery Address	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA 95202-1997
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Telephone Number	
Proponent Email Address	

PROPONENT'S COVENANT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

No. 1

AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF _____, _____)ss.

**County of _____)
(insert)**

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

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

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.

**County of _____)
(insert)**

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation

Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

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

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____

_____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

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

Seal _____

Signature

Exhibit B:
Insurance Requirements for Professional Services
(Design Services for the Northeast Reservoir and Pump Station)

Consultant shall procure and maintain for the duration of the contract insurance against 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant's profession, with limit no less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received

and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

ATTACHMENT A

PRE-PROPOSAL CONFERENCE MEETING LOCATION

ATTACHMENT B

FEASIBILITY MEMO & GEOTECHNICAL REPORT

ATTACHMENT C

CITY OF STOCKTON STANDARD AGREEMENT EXAMPLE