

REQUEST FOR PROPOSALS

Stockton Port District

Stockton, California

STORMWATER FIELD SERVICES CONSULTING



Issued: August 20, 2026

Submittal Deadline: 3:00 PM PST, September 23, 2026

Stockton Port District
Finance Department
315 Fyffe Avenue
Stockton, CA 95203
Attn: Janice Dias, Procurement Officer

**STOCKTON PORT DISTRICT
REQUEST FOR PROPOSALS**

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**REQUEST FOR PROPOSALS
STOCKTON PORT DISTRICT
STORMWATER FIELD SERVICES**

I. ABOUT THE PORT

The Stockton Port District (“District” or “Port”) was established under the California Harbors and Navigation Code, Sections 6200 through 6372. It is governed by a seven-member Board of Commissioners (Board). Four commissioners are appointed by the Stockton District Council and three by the San Joaquin County Board of Supervisors. The day-to-day administration of District operations is under the direction of the Port Director who is selected by and serves at the will of the Board. The District’s geographical boundaries are the same as the District of Stockton’s, with the exception of an eight-mile long strip extending one-half mile on either side of the Stockton Ship Channel.

The District is a deep-water seaport located seventy-five miles inland from San Francisco, in the agricultural heartland of California in San Joaquin County. The District owns and operates docks, transit sheds, and warehouses, which are used to load and unload cargo from ships, barges, trucks, and railroads, and to store cargos. Cargos handled by the District include various dry and liquid bulk commodities, general cargos, and project cargos. Some of the commodities handled at the District include steel products, rice, cement and slag, sulfur, gypsum, fertilizers, molasses, coal, edible oils, and ammonia. The District also leases land and warehousing facilities to a number of diverse tenants. District operations are self-supporting and receive no direct tax subsidies.

II. SCOPE OF SERVICES & QUALIFICATIONS

The District invites submittal of proposals from qualified Stormwater Field Services Consultants to support the ongoing implementation and compliance obligations of its Phase I MS4 Storm Water Management Program. Under the Port’s current MS4 NPDES Permit and associated Storm Water Management Plan (SWMP), the Port must uphold a comprehensive, multi-program approach to stormwater quality protection. This includes oversight of construction activities; industrial, commercial, and municipal operations; illicit discharge response; development standards; public outreach; and municipal stormwater monitoring. The District intends to engage in a three (3) year contract with two 1-year extension options with the successful Respondent.

With the Port’s MS4 NPDES Permit scheduled for renewal within the next year, this period is critical for regulatory alignment, program evaluation, and preparation of required submittals. The selected consultant will assist the Port in meeting current permit requirements while preparing for the forthcoming permit cycle, including participation in the state-mandated stormwater cost reporting program and ensuring all program elements remain compliant with evolving regulatory expectations.

Throughout the contract term, the consultant will provide as-needed field services under the direction of the Port’s Environmental Department. Tasks may include MS4 permit required inspections; field sampling and monitoring; spill and illicit discharge response; maintenance of stormwater BMPs; and assistance with

outreach materials for Port staff, tenants, and the public. These services are essential to maintaining permit compliance, supporting environmental stewardship, and ensuring safe, responsible operations across Port facilities.

Services described in this Scope of Work shall be carried out under the direction and guidance of the Port's Environmental Department Staff. All tasks outlined in the Scope of Work shall be invoiced in accordance with the standardized cost reporting categories for Municipal Stormwater Permits adopted by the State Water Board on January 22, 2025, and are noted as such: The Port will identify the appropriate task or billing category for services that do not fall within those categories.

1. Illicit Discharge Detection and Elimination (IDDE) and Spill Response
 - Respond to illicit discharges and spill events to ensure they are properly identified, effectively controlled and mitigated, and fully abated. Coordinate with Port Environmental Staff to ensure all IDDE or spill incidents are accurately documented in accordance with applicable regulatory requirements.
 - Provide labor hours and material costs of clean-up to the Port's Environmental Department within 24 hours of incident.
 - Provide training for Port Police, Maintenance, other Port Staff and Tenants as requested by the Port
2. Planning and Land Development (including post-construction BMPs and permittee-owned structural BMPs)
 - Perform routine post-construction inspections of installed control measures to verify that the tenant's maintenance agreement is being implemented as directed by Port's Environmental Staff.
 - Provide educational training for Port tenants on the DSP requirements as requested
3. Industrial and Commercial Facilities
 - Upon request from Port Environmental Department Staff, review tenant industrial SWPPPs and Industrial General Permit annual reports
 - Perform MS4 permit-required inspections of tenants and industrial facilities in accordance with State and USEPA guidelines. Consultant to include proof of applicable qualifications and certifications to conduct inspections (i.e. Qualified SWPPP Practitioner (QSP)).
 - Under Port Real Estate and Environmental Staff direction, perform an annual evaluation of the tenants requiring an Industrial General Permit as well as those covered by the Port's MS4 permit (Consultant to include proof of applicable qualifications and certifications to conduct inspections).
4. Construction Site Management
 - Review of all Storm Water Pollution Prevention Plans (SWPPPs) and construction activity notification forms for construction activity occurring at the Port.
 - Perform MS4 permit-required inspections of construction activities in accordance with State and USEPA guidelines. (Consultant to include proof of applicable qualifications and certifications to conduct inspections).
 - Provide educational materials and resources to contractors and tenants performing construction at the Port.
5. Municipal Operations and Maintenance
 - Perform field screenings of the Port's storm water inlets and culverts.

- Perform daily “drive-by” inspections (Monday – Friday) of all areas of the Port, including tenant lease areas, roadways, docks, Port maintenance areas, manholes, pump stations, and storm water conveyance structures. Fill out Daily Rounds Form and turn into Port’s Environmental Department Staff weekly (template included in RFP).
 - Perform cleaning and maintenance of the Port’s storm water conveyance system following the Port’s preventative maintenance program, which includes routine cleaning of drain inlets, servicing drain insert devices, cleaning of storm drainage piping and culverts, and the installation of storm drain labels. Port’s current Drain Maintenance Plan is provided with RFP.
 - Provide input on updating storm drain maintenance program after Port’s MS4 permit is renewed
 - Perform maintenance and repair and analyze performance of the Port’s Best Management Practices (BMPs); includes servicing culvert check dams, protecting drain inlets, and operating and maintaining the Port’s storm water treatment trailer. Provide monthly written report to Port’s Environmental Department Staff on condition of BMPs.
6. Trash Management
- Assist with Track 2 implementation as directed by Port’s Environmental Department Staff on an as-needed basis.
7. Water Quality Monitoring (receiving water, outfall, and BMP monitoring)
- Prepare for and perform storm water sampling at the Port’s direct discharge outfalls and the receiving water locations in qualifying storm events
 - Prepare for and perform any required toxicity testing sampling and interpret results
 - Prepare for and perform storm water sampling and visual observations of the Port’s industrial areas related to storm water and non-storm water flows
 - Prepare for and perform sampling as needed for spills and illicit discharges
 - Prepare for and perform source identification sampling
8. Permit-Specific Special Programs
- Review and assist with Port Stormwater Prevention Pollution Plan, Facility Prevention Pollution Plan, Trash Implementation Plan once the Port’s MS4 Permit has been renewed as requested by Port Environmental Department Staff.
9. Additional Stormwater Field Services
- Respond to illegal dumping incidents at the Port.
 - Pick-up dumped items and dispose of according to California State and San Joaquin County regulations.
 - Provide written report, pictures documenting clean-up, how items were disposed of and including labor and material costs within 24 hours of incident.

MINIMUM QUALIFICATIONS

The District requires any firm responding to this solicitation to provide the service(s) described in the scope of work. Experience with public agencies is required. Per Stockton Port District Administrative Policy 5.4.01, Procurement of Services, third parties that assist the Port with developing or drafting requirements, statements of work, or solicitation documents must be excluded from competing for such solicitations.

The selected firm will work closely with District staff to advance the project described herein. It is the responsibility of the selected firm to provide an appropriate level of staffing, tools, and equipment necessary to support the contracted services. The Contractor shall maintain the appropriate licenses and comply with all other license and insurance requirements of the District, City, State, and Federal governments as applicable. **At a minimum, the following qualifications are required for any firm submitting a response to this solicitation:**

1. Respondents assisting with developing or drafting requirements, statements of work, or solicitation documents shall be excluded from competing for such solicitations, per Stockton Port District Administrative Policy 5.4.01, Procurement of Services.
2. Respondent shall be regularly and have been continuously engaged in the service(s) for which they are providing a proposal for a minimum of the past five (5) years.
3. Respondent shall demonstrate successful completion of related services contracts by providing references and work samples for a minimum of two (2) public agencies and an additional third reference and work sample from either a public agency or private sector business which were successfully completed within the last five (5) years. References and work samples shall be listed on Appendix A, Respondent Questionnaire, and submitted with the solicitation response.
4. Awardee shall possess a valid business license issued by the City of Stockton upon contract start date. The District shall contact the City of Stockton Permit Center at (209)937-8313 to conduct Business License verification.
5. Firm shall not be subject to debarment or suspension from Federal procurement and non-procurement programs, awards, subawards, and contracts. District shall utilize the System for Award Management (SAM) to confirm firm's eligibility at www.sam.gov.
6. TWIC Transportation Worker Identification Credential: Various service locations in this solicitation will be within a TWIC-restricted area and a valid TWIC will be required for any consultant or sub consultant personnel accessing these sites. Consultant staff and sub consultants who will be present on certain restricted sites during the performance of work shall possess valid, individual Transportation Worker Identification Credential (TWIC). Appendix C, TWIC Information Sheet, is provided as information only. Consultant shall verify eligibility requirements and additional information by visiting www.tsa.gov/twic. Consultant shall be responsible for all fees associated with applying for, obtaining, and maintaining a TWIC.

III. SUBMITTAL REQUIREMENTS

Respondents shall read the information contained in this solicitation to understand how to submit a proposal, what documents must accompany the submittal, and what legal obligations apply when the firm submits a proposal. Any firm that wishes to be considered for this work must submit the information requested

in this solicitation.

The Respondent shall include in its submittal the information outlined below in a manner which demonstrates the Respondent's competence and qualifications for the successful performance of the services identified in this solicitation.

MANDATORY SUBMITTAL REQUIREMENTS

The Respondent is required to submit the following items in response to this solicitation. Failure to submit one or more of these items will result in disqualification.

1) Executive Summary

- Company name, physical address, contact person, phone number, and email address of individual with contract signing authority.
- Number of years in business with description of services provided by the firm.
- Summary of project approach demonstrating the firm's understanding of the project's purpose and services required.
- Statement confirming capability of successful project delivery considering consultant's current and projected workload.

2) Project Team

- Describe the proposed project team including qualifications of the prime consultant and any sub consultants.
- Provide résumés for key members of proposed project team.
- Provide an organizational chart detailing the proposed structure of the project team including any sub consultants. Describe proposed roles and estimated involvement for key personnel.
- Demonstrate the firm's experience in areas of expertise needed for successful project delivery. This shall include prior experience in providing similar services under contract for at least two (2) public agencies and one (1) additional public or private entity within the last five (5) years.

3) Respondent Questionnaire

- Respondent Questionnaire is included as Appendix A in this solicitation. An incomplete questionnaire will result in a disqualified proposal response. Per Public Contract Code 20101, the completed questionnaire shall not be public record. Respondent may attach additional pages to the questionnaire as necessary to fulfill the required amount of information requested.

4) Modifications to Contract and Insurance Requirements

- Respondents shall thoroughly review the attached Appendix B which includes the Services Agreement (*Standard Agreement*) and Minimum Insurance Requirements (*Exhibit B*). Respondent shall request modifications to the terms in these standard District requirements and include the modified document(s) with their proposal submission.
- If there are no modifications requested by the contractor, contractor shall provide a statement to that effect.

5) Preliminary Evidence of Insurance

- Valid evidence of insurance with all current coverage types and amounts listed.

- Note: Respondent shall refer to 'Modifications to Contract and Insurance Requirements' above regarding modification requests to insurance requirements should a contract be offered.

6) Cost Proposal and Rate Sheet(s) shall be submitted together in a separate, sealed envelope marked, "Cost Proposal"

- Submit a cost proposal with the total cost to complete the services inclusive of hours and effort required to provide the services described herein.

Pricing Breakdown

- Provide estimated total hours and cost for Storm Drain Maintenance program
 - **Cost Reporting Template provided.** Invoices should list staff name; date of work and hours spent on each of the Cost Reporting categories on a daily basis.
- Submit rate sheet(s) identifying all project team members, including sub consultants, with name, title, hourly rate, and any other fees associated with providing the services described herein.

Include Hourly Rate Sheet(s) for the following tasks:

- Annual Tenant Stormwater Inspections
- Tenant and Port Projects Construction Stormwater Inspections
- Review of Tenant SWPPPs and other documentation of Tenant and/or Port Construction projects
- Spill Response (including clean-up activities and documentation)
- Illegal Dumping Response (including clean-up activities and documentation)
- Annual Stormwater Tenant Training (including presentation prep time)
- Stormwater Training for Port Staff (including presentation prep time)
- Activities associated with Water Quality Monitoring
- Activities listed under Additional Field Environmental Services except for Air Quality Program

7) TWIC: Transportation Worker Identification Credential

- The District continues its commitment to comply with the US Department of Homeland Security (DHS) and United States Coast Guard (USCG) regulations: Transportation Worker Identification Credential (TWIC) is required for certain restricted sites within the District. Possession of TWIC is required to respond to this solicitation. TWIC is required for all individuals on the project team including sub consultants that will access restricted sites while under contract.
- Provide copy of all valid TWIC for contractor's staff and any subconsultants that would be assigned to provide services at the District in TWIC restricted areas.

IV. PROPOSAL SUBMISSION

Respondents shall submit four (4) complete double-sided, copies of their proposal and a flash drive containing the proposal in PDF format. **Proposals must be in a sealed envelope bearing the caption “STOCKTON PORT DISTRICT – STORMWATER FIELD SERVICES.”** Cost Proposal and Rate Sheets shall be submitted in a separate envelope labeled “Cost Proposal”. Proposals shall be submitted to:

Stockton Port District
Finance Department
315 Fyffe Avenue
Stockton, CA 95203

Attn: Janice Dias, Procurement Officer

Proposals may be submitted in person at 315 Fyffe Ave, Stockton, CA to the Finance Department, or by mail, but must be received by 3:00 PM PST September 23, 2026. Late proposals will not be considered. PLEASE NOTE: The District’s Administration Building Lobby, 315 Fyffe Avenue, Stockton, is closed for lunch Monday through Thursday from 12:00 – 1:00 PM, and closed on Fridays, Saturdays and Sundays. **Package deliveries will not be received if the Administration Building Lobby is closed. The District assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt of proposal.**

Any Proposal received prior to the Proposal due date and time listed in the Selection Schedule may be modified by written addendum or withdrawn by written request from the Respondent to the District up to the official due date and time listed in the Selection Schedule. A proposal amendment must be a complete replacement for a previously submitted proposal and must be clearly identified in a transmittal letter signed by the Respondent’s authorized representative. Section III contains a complete list of proposal requirements.

V. SELECTION PROCESS

EVALUATION. All proposals submitted in response to this solicitation will undergo a pre-evaluation by District Procurement staff to ensure that the Minimum Qualifications detailed in Section II have been met. A proposal may be disqualified for any of the following: (1) omission of requested information; (2) falsification of information; (3) debarment by the Division of Labor Standards Enforcement; (4) default on a contract that has caused a surety to suffer a loss in the past five (5) years; (5) failure to complete a public works contract due to default of the firm; (6) declaration of bankruptcy or placement in receivership within the past seven (7) years. Once preliminary evaluation is complete, proposals satisfying the Minimum Qualifications will be distributed to the District’s Evaluation Committee comprised of Port staff for final evaluation during the time period noted in the Selection Schedule.

EVALUATION CRITERIA. The District Evaluation Committee shall review and evaluate proposals that meet the Minimum Qualifications using the following criteria:

COMMITTEE EVALUATION SHEET: STORMWATER FIELD SERVICES		
EVALUATION CRITERIA		Maximum Score
1	Qualifications: Résumés and project team structure demonstrate qualifications necessary to provide the services.	25
2	Experience: Consultant has specialized experience in providing the specialized services similar to the scope and magnitude of the services in this RFP.	25
3	Prior contracts demonstrate public agency experience with the scope of services: Minimum of two (2) public agencies and one (1) additional public or private entity within the last five (5) years.	25
4	Cost Proposal: Scoring is qualifications-based, though cost is a factor in this evaluation.	20
5	Proposal Organization: Proposal is well organized and complete.	5
Maximum Overall Score:		100

NOTIFICATION. Once scoring is complete, the District shall release a Notice of Intent to Award to the finalist firm no less than ten (10) days prior to presenting to the Board of Port Commissioners for approval. The award process shall follow the Selection Schedule shown in Section VI. Selection Timeline.

PROTEST PERIOD. The ten (10) day protest period shall begin on the day following the notification of intent and will end at 5:00 PM PST on the tenth (10th) calendar day following the notification of intent. Protests must be submitted in writing and must include the name and address of the protesting Respondent. It must also contain a statement of grounds for protest and be addressed and delivered to the District. Only fellow respondents to this solicitation are eligible to submit a protest.

CONTRACTS. Any work resulting from this solicitation will be subject to a Service Agreement detailing the final scope and rates of the service. There is no minimum guarantee of work under this solicitation. The Contract will be finalized with the most qualified Respondent. The District intends to engage in a three (3) year contract with two (2) 1-year extension options with the successful Respondent. In the event that mutually agreeable terms cannot be reached, the District reserves the right to terminate negotiations with that Respondent.

VI. SELECTION TIMELINE

The District has designated the following activities and dates as key to the project schedule. Respondents are encouraged to assist the District in adhering to this timeline. The District reserves the right to change the schedule at its own discretion.

Description	Date
Issuance of RFP	August 20, 2026
(No pre-proposal meeting will be held)	N/A
Consultant Questions Due	September 9, 2026
Final Response Addendum	September 16, 2026
DEADLINE TO SUBMIT PROPOSALS	September 23, 2026
Proposal Scoring by the District	September 24 – October 7, 2026
Notice of Intent	October 8, 2026
Commission Meeting	October 19, 2026
Notice of Award	October 20, 2026
Contract Executed by	October 31, 2026

VII. GENERAL CONDITIONS

- A. Per Stockton Port District Administrative Policy 5.4.01, Procurement of Services, third parties that assist the Port with developing or drafting requirements, statements of work, or solicitation documents must be excluded from competing for such solicitations.
- B. TWIC: Service provider will be required to possess a Transportation Worker Identification Credential (TWIC) for each individual expected to access certain restricted areas on District property. Appendix C TWIC Information Sheet is provided as information only. Service provider shall verify eligibility requirements by visiting www.tsa.gov/twic for additional information. Contractor shall be responsible for all fees associated with applying for, obtaining, and maintaining a TWIC.
- C. Nondiscrimination: Applicants for this solicitation shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- D. Disadvantaged Business Enterprises (DBE): The District encourages participation by Small and Minority Firms and Women's Business Enterprises in this solicitation.
- E. Permits, Licenses, and Insurance: The successful applicant for this solicitation shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this solicitation all appropriate permits, certificates, applicable contractor's license(s), and insurance including, but not limited to, a valid Business License which may be required in connection with the performance of services hereunder.
- F. Signatures and Declarations: Each proposal response to this solicitation must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
- G. District's Right to Waive: The District reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this solicitation or in the submission of a proposal.
- H. District's Right to Modify the Solicitation: The District reserves the right, in its sole discretion, to modify this solicitation should the District deem that it is in its best interests to do so. Any changes to the solicitation requirements will be made by written addendum posted on the District's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
- I. District's Right to Suspend or Cancel the Solicitation: The District reserves the right, in its sole discretion, to suspend or cancel this solicitation in part or in its entirety should the District deem that it is in the District's best interests to do so.
- J. District's Right to Reject Any Proposal: The District reserves the right, in its sole discretion, to divide the project into multiple parts, reject any proposal responding to this solicitation that the district determines does not satisfy the conditions set forth in this solicitation, or contains false, misleading, or materially incomplete information. The District reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the District deem that it is in its best interests to do so.
- K. District's Right to Extend Solicitation Deadlines: The District reserves the right, in its sole discretion, to

extend any of the deadlines listed in this solicitation by written addenda should the District deem that it is in its best interests to do so.

- L. Evaluation: The District may, in the evaluation of proposals, request clarification from Respondents regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted. By submitting a proposal to this solicitation, the respondent accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the District.
- M. Conflict of Interest: The District shall evaluate any potential conflict of interest identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying a Respondent from consideration. The District's determination shall be final.
- N. Contract Award: The District makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this solicitation for any services and no such representation is intended or should be construed by the issuance of this solicitation.
- O. Contract Negotiation: Any work resulting from this solicitation will be subject to a Service Agreement detailing the final scope and rates of the services. There is no minimum guarantee of work under this solicitation. The District will attempt to negotiate final terms of a Contract with the Respondent, on such terms as the District deems in its best interest. The District reserves the right to negotiate all elements of the Contract.
- P. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or remote interview (if any) shall be the sole responsibility of Applicant.
- Q. Liability for solicitation Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the solicitation.
- R. Proposals Property of District: Upon receipt, each proposal responding to this solicitation that an applicant submits to the District becomes the sole property of the District and will not be returned to the applicant.
- S. Oral and Written Explanations: The District shall not be bound by oral explanations or instructions given at any time during the procurement process. Oral explanations given during the solicitation process become binding only when confirmed in writing by an authorized District official. Written responses to question(s) asked by one proposer will be provided to all applicants to this solicitation.
- T. Public Record: All proposals submitted to the District are subject to the California Public Records Act.
- U. Suspension and Debarment: Consultant shall not be subject to debarment or suspension from Federal procurement and non-procurement programs, awards, subawards, and contracts. District shall utilize the System for Award Management (SAM) to confirm consultant's eligibility at <https://www.sam.gov>.
- V. Ownership of Work: All reports and work product including electronic files such as AutoCAD drawing files, MathCAD calculation sheets, computer simulation models and all other documents completed or partially completed by service provider or its approved subservice providers, in performance of this agreement,

and if applicable, drawings, designs, and plan review comments shall become the property of the port upon completion of this agreement. Any and all copyrightable subject matter in all materials are work made for hire under federal copyright law and is thereby owned by the port and the service provider and its approved subservice providers agree to execute any additional documents that may be necessary to confirm the port's ownership. All materials shall be delivered to the port upon completion or termination of the work under this agreement. If any materials are lost, damaged or destroyed before final delivery to the port, the service provider shall replace them at its own expense. Service provider and its approved subservice providers shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this agreement and shall not be disclosed to anyone not connected with these services, unless the port provides prior written consent.

VIII. QUESTIONS

The solicitation is available electronically as a download at www.stocktonport.com, Business tab, Bids/Proposals section. Respondents are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Potential Respondents may submit questions as to the intent or clarity of this solicitation by written email to Janice Dias, Procurement Officer, at procurement@stocktonport.com by 5:00 PM PST, September 9, 2026. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. Oral and other interpretations or clarifications will be without legal effect.

It is the responsibility of all potential Respondents to check the District's website and ensure that all addenda have been acknowledged by submitting the 'Acknowledgment of Receipt' included within each addendum before submitting a proposal.

The District encourages potential Respondents to submit questions immediately and allows for the submission of additional questions following the Pre-proposal meeting and Site Visit based upon the solicitation schedule.

IX. INSURANCE REQUIREMENTS FOR ENVIRONMENTAL CONTRACTORS AND/OR CONSULTANTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

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 any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, 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, United States Longshore and Harbor Workers’ Compensation, and Maritime Employers Liability, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Stockton Port District 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 Stockton Port District.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Stockton Port District. The Stockton Port District 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 Stockton Port District. 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 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Stockton Port District. 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. Stockton Port District 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 Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Stockton Port District reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Stockton Port District, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Stockton Port District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Stockton Port District, its officers, officials, employees, agents, 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.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Stockton Port District.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
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 an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the Stockton Port District for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

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.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Contractor shall furnish the Stockton Port District 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 Stockton Port District 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 Stockton Port District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Stockton Port District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Waiver of Subrogation

Contractor hereby grants to Stockton Port District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Stockton Port District 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 and provide a copy to the Stockton Port District, but this provision applies regardless of whether or not an endorsement has been issued.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Stockton Port District for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Stockton Port District is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

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

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

X. APPENDICES

APPENDIX A: Respondent Questionnaire

APPENDIX B: Stockton Port District Services Agreement & Minimum Insurance Requirements

APPENDIX C: Transportation Worker Identification Credential (TWIC) Information Sheet

APPENDIX D: Cost Reporting Template

APPENDIX E: Daily Rounds Form

APPENDIX F: Drain Maintenance Handbook

APPENDIX G: Stormwater Drainage Maps