

REQUEST FOR PROPOSALS

Stockton Port District
Stockton, California

CONSTRUCTION PROJECT MANAGEMENT SERVICES BUILDING 315 ADMINISTRATION OFFICES RENOVATION



Issued: September 1, 2026

Submittal Deadline: 3:00 PM PST, October 6, 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
CONSTRUCTION MANAGEMENT SERVICES
BUILDING 315 ADMINISTRATION OFFICES RENOVATION**

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. PROJECT DESCRIPTION

The project consists of the alteration and renovation of approximately 23,415 square feet of Building 315 and adjacent site improvements for use as the Port Administration Offices. Approximately 10,000 square feet of the building was renovated under a previous phase of work (Phase 1).

This solicitation will run concurrent with the Invitation for Bids for the construction phase of this project.

The project scope includes site work, interior renovations, accessibility improvements, mechanical, electrical, plumbing, and fire and life safety system upgrades, as well as related improvements necessary to support the Port's administrative operations.

While this project was permitted as a single construction package, construction will be completed **in four consecutive phases** (Phases 2-5), with work to be performed under a single contract awarded to one GC.

The building will remain occupied and operational throughout construction. Accordingly, the project will require careful coordination of construction activities, temporary staff relocations, building access, safety measures, utility interruptions, and communication with Port staff to minimize disruptions to ongoing Port operations. The Construction Project Manager shall work closely with the Port, the Architect, and the General Contractor to facilitate phased construction activities and maintain continuity of operations throughout the duration of the project.

Construction activities may be restricted to specific hours, days, or work areas in order to accommodate ongoing Port operations. The anticipated construction work schedule and operational restrictions shall be established by the Port prior to construction and may include limitations on noise-producing activities, utility shutdowns, after-hours work, weekend work, and access to occupied areas.

- Anticipated Construction Hours: 6 PM to 5 AM M-F, with more flexible hours in isolated areas of the building.
- Permitted Weekend Work: Yes
- Port Operational Hours: 6:30 AM to 6 PM M-F
- Restrictions on Utility Shutdowns or High-Noise Activities: During Port Operational Hours M-F

Anticipated Project Schedule:

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.

Milestone	Date
CM RFP + Construction IFB Issued	September 1, 2026
Mandatory CM + Construction Project Site Walk	September 16, 2026
CM + Contractor Questions Due	September 22, 2026 by 5:00 PM PST
CM + Contractor Final Response Addendum Release	September 29, 2026
CM Proposals Due	October 6, 2026 by 3:00 PM PST
Contractor Construction Bids Due	October 13, 2026 by 3:00 PM PST
CM Interviews (if held)	October 20, 2026
CM Final Consultant Selection	October 27, 2026
Contractor Notice of Intent	On or Before November 5, 2026
Port Commission Meeting	November 16, 2026
CM + Contractor Notices of Award	November 17, 2026
Pre-Construction Conference	December 1, 2026
Construction Notice to Proceed Phase 2	December 2, 2026
Construction Notice to Proceed Phase 3	TBD
Construction Completion Phase 3	TBD
Construction Notice to Proceed Phase 4	TBD
Construction Completion Phase 4	TBD
Construction Notice to Proceed Phase 5	TBD
Construction Completion Phase 5	TBD
Final Completion	December 3, 2027

Project Information:

Item	Information
Project Location	315 Fyffe Avenue, Stockton, California
Project Area	23,415 SF
Total Building Area	33,830 SF
City of Stockton Building Permit #	BP25-07220
Estimated Construction Budget	\$6,000,000
Construction Delivery Method	Design-Bid-Build
Prevailing Wage Requirements	Yes
General Contractor	TBD
Architect	WMB Architects
Civil Engineer	North Star Engineering Group, Inc.
Structural Engineer	JC Wagner Engineering
Mechanical Engineer	Alexander Scheflo & Associates
Electrical Engineer	HCS Engineering

Mandatory Pre-proposal Conference and Site Visit:

This solicitation will run concurrent with the Invitation for Bids for the construction phase of this project. Port will conduct a MANDATORY Pre-Proposal Conference for the CM phase concurrent with a MANDATORY Pre-Bid Conference for the construction phase at **10:00 a.m. on Wednesday, September 16, 2026**, meeting at the Port Administration Building, **315 Fyffe Avenue, Stockton, California**, to consider such matters as Respondents may request. Prospective respondents to this solicitation must attend the Pre-bid Conference and sign an attendance roster as a condition to the bidding.

- a. Additional site visits may be scheduled at Port's sole discretion, depending on staff availability.
- b. Port will transmit to all parties recorded as having attended the pre-proposal conference notification of such Addenda as Port in its discretion considers necessary in response to questions arising at the Pre-Bid Conference. Oral statements will not be binding or legally effective.
- c. While Bidders may be allowed to observe Site conditions, invasive testing will not be allowed.

III. SCOPE OF SERVICES

The selected consultant shall provide Construction Project Management and Owner's Representative services throughout the construction and closeout phases of the project.

A. OWNER REPRESENTATION

The consultant shall serve as the Port's representative during construction and shall:

- Represent the Port's interests.
- Coordinate communication among project participants.
- Monitor project progress.
- Identify issues affecting schedule, cost, or quality.
- Provide recommendations to Port staff.

B. CONSTRUCTION PHASE SERVICES

The consultant shall provide services including, but not limited to:

1. Project Meetings

- Attend Owner-Architect-Contractor meetings: weekly
- Attend jobsite meetings: as required
- Meet with Port staff: daily/ as necessary.

2. Construction Observation: The consultant shall:

- Observe construction progress.
- Monitor quality of work.
- Review conformance with contract documents.
- Identify potential deficiencies.

Required site presence: Full-time onsite representation + 1-hour prior to construction crew as needed – see Anticipated Construction Hours above.

3. Schedule Management: The consultant shall:

- Review the contractor's baseline schedule.
- Monitor schedule performance.
- Identify delays.
- Review recovery schedules.
- Recommend corrective actions.

4. Budget Management: The consultant shall:

- Monitor project expenditures.
- Track contingency usage.
- Review change order costs.
- Monitor allowances.
- Maintain budget reports.

5. Payment Application Review: The consultant shall:

- Review contractor payment applications.
- Verify completed work.
- Review schedule of values.
- Review lien releases.
- Make payment recommendations to the Port.

6. Change Management: The consultant shall:

- Review Requests for Information.
- Review substitution requests.
- Review proposed change orders.
- Evaluate schedule impacts.
- Evaluate cost impacts.
- Provide recommendations.

7. Reporting: The consultant shall provide written reports containing:

- Construction progress.
- Schedule status.
- Budget status.
- Change order log.
- ASI log.
- RFI log.
- Potential issues.
- Upcoming milestones.
- Recommendations.

Reporting Software Preference: Procore

Reporting Frequency: As required, and at OAC Meetings

IV. PROJECT CLOSEOUT SERVICES

The consultant shall assist the Port with project closeout including:

- Punch list completion.
- Final inspections.
- Commissioning activities.
- Training coordination.
- Warranty documentation.
- Operations and maintenance manuals.
- Record drawings.
- Notice of Completion.
- Final payment recommendations.

V. PORT RESPONSIBILITIES

The Port shall:

- Provide access to project documents.
- Provide access to the site.
- Designate authorized representatives.
- Provide timely decisions.
- Coordinate with the architect and contractor

VI. CONSULTANT QUALIFICATIONS

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 and, if invited, participate in an evaluation interview panel.

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.

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:**

- Public agency projects.
- Occupied facility renovations.
- Construction management services.
- Owner's representation services.
- Schedule management.
- Budget control.
- Similar projects of comparable size and complexity.
- 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.
- TWIC Transportation Worker Identification Credential: The job site is within a TWIC-restricted area and a valid TWIC will be required for any consultant or sub consultant personnel accessing these sites. While not a submittal requirement, consultant and sub consultants will be required to possess a TWIC once under contract with the District. 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.

VII. REQUIRED PROPOSAL CONTENTS

Proposals shall contain the following sections (with the following weighted scoring values):

A. Cover Letter (5 points)

Provide a statement of interest and commitment.

B. Firm Qualifications (15 points)

- Firm history.
- Office location.
- Years in business.
- Organizational structure.

C. Project Team (20 points)

- Principal-in-Charge.
- Project Manager.
- Construction Manager.
- Support staff.

Include résumés and anticipated involvement.

All onsite personnel must possess a Transportation Worker Identification Credential (TWIC)

D. Relevant Experience (25 points)

Provide descriptions of at least three similar projects, including **(at least one must be a public agency)**:

- Project name.
- Owner.
- Construction cost.
- Size.
- Services provided.
- References.

E. Project Approach (25 points)

Describe the firm's approach to:

- Communication.
- Schedule management.
- Cost management.
- Change order review.
- Quality assurance.
- Risk management.

F. Fee Proposal (35 points)

- Time and Materials, Not-to-exceed amount/ NTE

The following must also be included:

- Hourly rates.
- Standby rates
- Estimated hours.
- Monthly fee, if applicable.
- **Must be submitted in a separate, sealed envelope marked, "Cost Proposal"**

G. Modifications to Contract and Insurance Requirements (0 points)

- Respondents shall thoroughly review the attached Appendix B which includes the Services Agreement (*Standard Agreement*) and Minimum Insurance Requirements (*Exhibit B*). Respondent shall use the 'Track Changes' feature to 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.

H. Respondent Questionnaire (0 points)

- 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.

VIII. CONSULTANT SELECTION

EVALUATION. All proposals submitted in response to this solicitation will undergo a pre-evaluation by District Procurement staff to ensure that the requirements for proposal contents detailed in Section VII 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 requirements in Section VII will be distributed to the District's Evaluation Committee for final evaluation during the time period noted in the Anticipated Project Schedule.

EVALUATION CRITERIA. The District Evaluation Committee shall review and evaluate proposals that meet the proposal requirements in Section VII using the following criteria:

COMMITTEE EVALUATION SHEET: Construction Project Management Services Building 315 Administration Offices Renovation		
EVALUATION CRITERIA		Maximum Score
1	Cover Letter: Statement of interest and commitment demonstrates the respondent's capabilities to successfully provide the services.	5
2	Firm Qualifications: Organizational structure, firm history and endurance demonstrates appropriate qualifications to complete the services.	15
3	Project Team: Résumés and anticipated involvement of the project team demonstrates the capability of completing the services.	20
4	Relevant Experience: Minimum of three (3) similar projects with at least one (1) public agency.	25
5	Project Approach: Respondent's approach demonstrates clear lines of communication, schedule and cost management, methods of change order review, a quality assurance plan, and defined risk management.	25
6	Fee Proposal: Scoring is qualifications-based, though cost is a factor in this evaluation.	35
Maximum Overall Score:		125

INTERVIEWS. After review of the submitted proposals, the District may invite some or all Respondents to present their qualifications and proposed approach in an interview or may decide to select one Respondent without conducting interviews and enter into contract negotiations directly. Respondent interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section II. Details of the interview process will be provided along with the invitation to present.

NOTIFICATION. Once evaluation 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 Anticipated Selection Schedule shown in Section II.

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 two (2) year contract 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.

IX. QUESTION & ANSWER (Q&A) PERIOD

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 no later than **5:00 PM PST, September 22, 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.

- **Questions due:** No later than **5:00 PM PST, September 22, 2026**
- **Submit to:** procurement@stocktonport.com

Responses to questions received by the deadline noted above will be issued by Addenda posted to the Port's website www.portofstockton.com no later than **September 29, 2026**. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the responsibility of all potential bidders to monitor the Port's website noted above and ensure that all addenda have been retrieved by the bidder.

X. 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 – CM SERVICES BUILDING 315 RENOVATION." Cost Proposal shall be submitted in a separate envelope marked "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 October 6, 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.

XI. 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. Oral Presentations and Interviews: The Evaluation Committee may request oral presentations or interviews by the finalists. If this is required, the requested action may take place in person at the District offices or by virtual meeting platform within the proposal evaluation timeframe specified in the Selection Schedule.
- U. Public Record: All proposals submitted to the District are subject to the California Public Records Act.
- V. 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>.
- W. 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.

XII. INSURANCE REQUIREMENTS

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage. ***(Not required if Service Provider provides written verification that driving will not be part of scope of work, all services will be virtual.)***
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The Port, 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. 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 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).

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 12 19 as respects the Port, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Port, 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.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Port. The Port may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related 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 Port.

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 Port.

Claims Made Policies (note – should be applicable only to professional liability, see below)

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 Port with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the Port 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 Port reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

XIII. 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: Drawings