

REQUEST FOR PROPOSALS

**Stockton Port District
Stockton, California**

PRE-CONSTRUCTION SERVICES:

New West Complex McCloy Yard and Long Lead Double Track (LLDT)

Port Project No. 260002(PC)

Grant Funded by:

California State Transportation Agency (CalSTA)

Rail Infrastructure Improvements for Sustainable Exports (RIISE)

Port and Freight Infrastructure Program (PFIP) Grant Project No. PFIPL-6349(010)



Issued: October 8, 2026

Submittal Deadline: 3:00 PM PST, November 10, 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
PRE-CONSTRUCTION SERVICES
California State Transportation Agency (CalSTA)
Rail Infrastructure Improvements for Sustainable Exports (RIISE)
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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 Port has been awarded \$45,908,418 in grant funding from the California State Transportation Agency (CalSTA) Rail Infrastructure Improvements for Sustainable Exports (RIISE) Port and Freight Infrastructure Program (PFIP).

The RIISE project supports building new infrastructure to enhance rail capacity, accommodate increased freight tonnage and train frequencies, mitigate potential service disruptions, and reduce long-term repair and maintenance costs. PFIP will fund elements of this project including a replacement of the San Joaquin River Rail Bridge; expansion of the Port’s long lead track to two tracks; and procurement of a zero-emission electric railcar mover. The project will help reduce trucks traversing neighborhood streets, consistent with the priorities of near-port communities and the Stockton AB 617 Community Steering Committee, reducing public health harms and negative environmental and economic impacts.

The Port invites proposal submissions from interested and qualified firms to provide the below mentioned list of services. Proposals must document the resources and capability for performing said services. Such evidence includes, but is not limited to, the respondents’ demonstrated competency and experience in delivering services of a similar scope and type, and availability of personnel and resources. The District intends to engage

in a one (1) year contract with the successful Respondent.

Project Description

The RIISE Project includes three primary components:

1. Long lead track in BNSF ROW. The additional track will be supported by a new structure across Fresno Avenue, at the border of the City of Stockton and San Joaquin County. The additional track crosses under the State Route (SR) 4 Crosstown Freeway before entering the Port.
2. Double track improvements through the Port's East and West Complexes, requiring close coordination with the Port tenants and the shortline railroad, Central California Traction (CCT). Note that CCT interchanges with both The Union Pacific Railroad and The BNSF Railway at The Port of Stockton.
3. McCloy yard expansion in the Port's West Complex. The additional yard tracks require modification and closure of existing at grade crossings, requiring new roadway access improvements. Soil remediation is required prior to the McCloy Yard construction, which will require coordination with the Port's hazardous materials consultants, who are providing oversight of the remediation work.

Pre-Construction activities are anticipated to begin December 2026 through May 2027.

Scope of Work

The Port is seeking professional pre-construction services for the Project with a focus on new construction, inspections, observations, and management. These services may include, but are not limited to, some or all the following services:

- Cost Estimating
- Constructability Reviews
- Value Engineering review and recommendations
- Chair and conduct meetings with the Port, Central California Traction (CCT), Contractor, and other stakeholders.
- Coordinate pre-construction activities (i.e., independent cost estimating, constructability review, value engineering) with the Port's independently contracted design, environmental, and hazardous materials investigation teams.

Pre-construction Activities

As a deliverable by the selected firm, the Port will request the following:

- Independent cost estimating and risk assessment, using the attached bid item list.
- Constructability review of the attached design and phasing plans.
- Value engineering detailing the CM team's assessment of the highest cost and schedule benefits.
- Meet with Port and designers to discuss results of independent cost estimating.

Other Information

- Dependent on Port needs, adjustments to the scope of work may be made as the project progresses.
- Consultant will perform duties under the direction of the Port project manager.

Special Requirements

- a. On track safety requirements prior to working on BNSF and Port/CCT property and right of way.
- b. Relevant cultural, biological and hazardous material training/certifications.

- c. 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. 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.

MANDATORY, IN-PERSON PRE-PROPOSAL CONFERENCE AND SITE VISIT

The Port will conduct a MANDATORY, in-person Pre-Proposal Conference and site visit at **10:00 a.m.** on **Thursday, October 22, 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-proposal Conference and sign an attendance roster as a condition to submitting a proposal.

- a. Additional site visits may be scheduled at Port's sole discretion, depending on staff availability.
- b. A Pre-proposal Conference Attendees List will be posted to the Port's website www.portofstockton.com as soon as practicable following the meeting.
- c. Oral statements will not be binding or legally effective.
- d. While attendees may be allowed to observe Site conditions, invasive testing will not be allowed.

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 firm 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. Project Manager shall have a minimum of ten (10) years of experience as a Resident Construction Manager/Engineer on heavy civil construction projects with similar scope items and challenges.
- 4. Respondent firm 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.

5. 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.
6. 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.
7. 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. 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.

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. Proposal responses shall not exceed **20 pages** excluding resumes, Respondent Questionnaire, contractual scope of work, contract modification requests, insurance, and separate sealed cost proposal.

1. Qualifications of the Firm (20 Points)

The Consultant will demonstrate the resources to perform all required services. This section of the Proposal should explain the ability of consultant to satisfactorily perform the required work (i.e., pre-construction services) on a major rail construction project.

Firm Qualifications – Provide similar projects to this the firm has managed. The appropriate pre-construction consultant team and their required hours is to be determined by the firm based off the provided construction schedule and project documents.

2. Proposed Staffing (20 Points)

This section should identify key personnel to be assigned and their qualifications and experience. The Project Manager shall have a minimum of ten (10) years of experience as a Resident Construction Manager/Engineer on heavy civil construction projects with similar scope items and challenges. This position will require experienced coordination with both shortline and Class 1 Railroad construction projects with limited direction from the Port. Qualified persons must be made available when the project tasks warrant.

The Proposal shall provide an organizational chart and identify “key” personnel proposed to perform the work in the specified tasks. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and hours per task. Resumes are required for key personnel. Consultant to have staff knowledgeable of all applicable standards and specifications utilized in this project.

3. Project Understanding and Work Approach (25 Points):

Detail the consultant’s understanding of the project in total and components of the project with a plan describing how the consultant will manage the work.

- a. Project Assumptions – Provide any assumptions not detailed or clearly stated in this RFP.
- b. Project Scope of Services – Detail the consultant’s scope of work on this project based upon the project documents and RFP.

4. Cost Proposal (35 Points):

- a. Provide a Schedule of Hourly Billing Rates in your pre-construction plan by title or classification. Rate should be inclusive of overhead and profit mark-up.
 - i. Hourly Billing Rate applies to on-site time only or home office time as required between site visits. It will not be paid on travel time from home office to project site or field office and return.
 - ii. Reimbursable expenses shall be paid at actual cost with no mark-up. Reimbursable cost to include, but not limited to the following: travel, lodging, meals, printing, mailings, and miscellaneous project related items.
- b. Proposed Fee – A price breakdown must be provided in table form with all major tasks, titles, rates, total hours, and extended fee for each title.
- c. Cost proposals shall be submitted in a separate envelope labeled, **“COST PROPOSAL: Pre-Construction Services LLDT.”**

5. 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.

6. 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 use the ‘Track Changes’ feature to request modifications to the terms in these standard District requirements and include the modified document(s) in Microsoft Word format on the flash drive

with their proposal submission.

- If there are no modifications requested by the contractor, contractor shall provide a statement to that effect.

7. 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.

8. OPTIONAL - 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 optional to respond to this solicitation, though the selected firm will be required to possess a TWIC for individuals on the project team including sub consultants that will access restricted sites while under contract.

IV. PROPOSAL SUBMISSION

Respondents shall submit five (5) 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 – PRE-CONSTRUCTION SERVICES LLDT."** Cost proposals shall be submitted in a separate envelope labeled, **"COST PROPOSAL: Pre-Construction Services LLDT."**

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, November 10, 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: LLDT PRE-CONSTRUCTION SERVICES		
EVALUATION CRITERIA		Maximum Score
1	Qualifications: Resources, ability, understanding of BNSF, UP and AREMA, and similar projects	20
2	Proposed Staffing: Key personnel, org chart, resumes	20
3	Project Understanding and Work Approach: Consultant understanding of the project, project assumptions, scope of services	25
4	Cost Proposal: Hourly billing rates, reimbursable expenses, proposed fee	35
Maximum Overall Score:		100

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 held, are anticipated to be conducted according to the schedule provided. Details of the interview process will be provided along with the invitation to present.

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 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. The Port intends to award this contract based on the following schedule:

Description	Date
RFP Release to Public	October 8, 2026
Mandatory, In-person Pre-proposal Conference and Site Visit	October 22, 2026
Consultant Questions Due	October 29, 2026 by 5:00 PM PST
Final Response Addendum released by Port	November 5, 2026
DEADLINE TO SUBMIT PROPOSALS	November 10, 2026 by 3:00 PM PST
Proposal Evaluation by Port	November 12, 2026 - November 23, 2026
Consultant Interviews (if held)	November 17 - 19, 2026
Notice of Intent	On or before November 24, 2026
Commission Meeting	December 7, 2026
Notice of Award following Commission approval	December 8, 2026
Contract Executed by	December 22, 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 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.

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, October 29, 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 MANDATORY, in-person Pre-proposal Conference and Site Visit based upon the solicitation schedule.

IX. 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.

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: Port and Freight Infrastructure Program (PFIP) Selected Projects – Project Detail Summary

APPENDIX E: 100% Plans

- Long lead double track (LLDT)
- Fresno Avenue Bridge
- McCloy Yard
- Other supporting civil and structural plans

APPENDIX F: Specifications

- BNSF
- UPRR
- Caltrans Local Assistance Procedures Manual (LAPM)
- City of Stockton

APPENDIX G: Permits and Agreements

APPENDIX H: CEQA/NEPA Documentation and MMRP

APPENDIX I: PFIP Reporting Requirements