REQUEST FOR PROPOSALS

For

DESIGN ENGINEERING SERVICES FOR THE ARMSTRONG ROAD AND BEAR CREEK ROAD CCTC RAILROAD CROSSING IMPROVEMENTS

For

TRANSPORTATION ENGINEERING DIVISION

STOCKTON, CALIFORNIA

NOVEMBER 9, 2026

San Joaquin County Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205

Solicitation #SJCDPW-RFP-26-10

COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS

DESIGN ENGINEERING SERVICES FOR THE ARMSTRONG ROAD AND BEAR CREEK ROAD CCTC RAILROAD CROSSING IMPROVEMENTS SJCDPW-RFP-26-10

1.0 INTRODUCTION

San Joaquin County Department of Public Works (COUNTY) is requesting proposals from qualified consulting engineering firms (CONSULTANT) to provide design engineering services for improvements at two existing at-grade railroad crossings on Armstrong Road and Bear Creek Road as part of the **Armstrong Road and Bear Creek Road CCTC Railroad Crossing Improvements** (PROJECT). The projects are being funded through the Federal Section 130 Program and are intended to address existing hazards and bring the railroad crossing approaches into compliance with current applicable standards. The two project locations are:

- Armstrong Road – CCTC Crossing ID 842828C
- Bear Creek Road – CCTC Crossing ID 842822L

Both crossings are operated by the Central California Traction Company (CCTC).

The selected CONSULTANT will be responsible for providing the design engineering services necessary to develop complete Plans, Specifications, and Estimates (PS&E) for the proposed improvements, including surveying, geotechnical investigation, roadway and berm design, utility coordination, illumination evaluation, signing and striping, intersection control evaluation and associated roadway/striping modifications, environmental technical support, bidding assistance, and construction support.

CONSULTANT will coordinate closely with COUNTY, CCTC, utility providers, and other affected agencies and stakeholders throughout the project.

The preliminary scope of work described in this Request for Proposals (RFP) is intended to provide guidance regarding the anticipated services. CONSULTANTs are encouraged to identify additional tasks, investigations, analyses, or services they determine are necessary to successfully complete the project.

Engineering services estimated duration……...Forty-eight (48) months

2.0 PROJECT BACKGROUND AND HISTORY

COUNTY intends to improve the roadway approaches at the PROJECT to eliminate existing hazards and bring the crossings up to current standards.

The proposed improvements generally consist of widening the roadway approaches and providing associated berm improvements in accordance with applicable California Public Utilities Commission (CPUC) requirements. At the Bear Creek Road crossing, the project will also include design of a culvert extension and may require relocation/replacement of an existing cross-pipe that passes beneath the railroad tracks.

CONSULTANT will evaluate the two crossings for illumination and will provide appropriate signing and striping design in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

COUNTY is also considering conversion of one or both intersections to all-way-stop control. CONSULTANT shall evaluate and incorporate any resulting roadway geometry, signing, striping, or other design modifications necessary to accommodate the selected intersection control configuration.

CONSULTANT will also be responsible for utility mapping and coordination. Utility coordination shall include coordination with PG&E and other affected utility providers as necessary to identify existing facilities, potential conflicts, and required utility protection, relocation, or other measures necessary to accommodate the proposed improvements.

COUNTY will be responsible for preparation and management of the project's NEPA and CEQA environmental review processes. CONSULTANT shall provide technical and design support to COUNTY as requested, including preparation of technical exhibits and other environmental documentation such as Area of Potential Effects (APE) maps.

The railroad crossing concrete panels and railroad crossing signal system and associated hardware are not included in CONSULTANT's design scope. These elements will be designed by CCTC. CONSULTANT shall, however, coordinate with CCTC as necessary to ensure that COUNTY's proposed improvements are compatible with the railroad's work and to coordinate utility conflicts associated with the overall project. Where construction activities affect the railroad crossing, including installation or relocation of the Bear Creek Road cross-pipe beneath the tracks, CONSULTANT shall coordinate the proposed work with CCTC to develop a construction approach that minimizes disruption to railroad operations and does not unnecessarily interfere with scheduled railroad service.

3.0 PRELIMINARY WORK SCOPE

SJCDPW's Preliminary Work Scope is shown as EXHIBIT "A". Interested firms will need to response all tasks as defined in EXHIBIT "A".

4.0 SERVICES PROVIDED BY COUNTY AND RESTRICTIONS

SERVICES PROVIDED BY COUNTY
COUNTY will provide the following services and/or information to CONSULTANT:

- Access without charge to data, reports, and maps that currently exist in County files, which are necessary for carrying out the requested services; and
- Cooperation of assigned COUNTY in carrying out the work on the PROJECT without undue delay.

Access to information is limited to data of record in County files and in the formats as recorded. CONSULTANT shall check and verify existing information and conditions and notify COUNTY of any deficiencies or concerns.

COUNTY reserves the right to eliminate, reduce or modify the Preliminary Work Scope or to perform any of said work with COUNTY.

5.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed fifty (50) pages, double-sided, standard pages (8 ½ by 11"). The page limit applies to all content with the following exceptions: an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification and the Task Effort Worksheets and described below.

The Technical Proposal should not include cost or rate information. **COUNTY will only request Cost Proposal from the highest ranked CONSULTANT after the Final Ranking has been established**.
Costs for preparing and submitting a response to this RFP are entirely the responsibility of firm and shall not

be chargeable in any way to COUNTY.

The required content, described below, includes a Cover Letter, Executive Summary, Approach and Work Plan, and Schedule and Task Effort Worksheet.

5.1 COVER LETTER

A. Authorization and Compliance: The technical proposal must be delivered with a cover letter signed by an official or representative authorized by CONSULTANT to negotiate and commit to terms regarding the RFP. CONSULTANT shall provide a brief statement addressing the ability of CONSULTANT and any subconsultant to comply with the indemnification requirements as outlined in Section 11.0 "INDEMNIFICATION REQUIREMENTS," and the required minimum insurance as outlined in Section 12.0 "INSURANCE REQUIREMENTS". CONSULTANT shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.

B. Affirmative Action Plan: CONSULTANT shall attest to its affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about CONSULTANT's adoption and compliance with its plan or policy.

C. Conflict of Interest: CONSULTANT shall disclose to COUNTY any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to PROJECT in the Kennedy Community, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the PROJECT. At the County's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work. Please refer to EXHIBIT E "Boilerplate Consultant Agreement" for more information about conflict of interest.

D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, CONSULTANT shall certify that there are currently no suspensions, debarments, voluntary exclusions or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment "A", shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.

E. State Prevailing Wage Rates: CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 117, and all federal, state, and local laws and ordinances to the work.

F. Signature and contact information: The cover letter shall be signed by CONSULTANT's Project Manager and an official authorized to negotiate and contractually bind CONSULTANT with the County regarding the requested services. The Project Manager shall be the main contact with COUNTY for technical and contractual issues. **Please provide the telephone number, email, and office location of the Project Manager.**

G. Optional, Additive Scope of Work: CONSULTANT shall provide a brief statement acknowledging COUNTY's option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that CONSULTANT and COUNTY will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

5.2 EXECUTIVE SUMMARY

The proposal includes a summary of the approach, work plan, schedule, and capabilities of CONSULTANT, subconsultants, and professional personnel. The summary should indicate an understanding of the purpose of PROJECT and the required services.

The Statement of Qualifications (SOQ) portion of the proposal shall contain the following information for CONSULTANT and all subconsultants:

A. A summary of CONSULTANT's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services for the PROJECT should also be identified. Provide information on CONSULTANT's experience related to providing the requested services for the PROJECT. Provide information on CONSULTANT's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the PROJECT within the time constraints stated.

B. Resumes of key personnel anticipated to participate in the PROJECT and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to providing engineering services for the PROJECT. Similar information is required for each subconsultant's proposed personnel utilized, if any, and the approximate percentage of their contribution. CONSULTANT shall include a statement of the level of guaranteed commitment of the proposed individuals to actually perform the required preliminary work scope.

C. A list of similar reference projects, comparable in nature to the proposed PROJECT that the key personnel anticipated to participate on this PROJECT have completed. Provide information for the experience of the key personnel related to providing engineering services for the PROJECT. CONSULTANT shall include CONSULTANT's performance in providing previous service to COUNTY for consideration.

   The reference list should include:
   - Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the firm will receive zero points for that reference);
   - Project description and location;
   - Description of services provided;
   - Budget performance;
   - Schedule performance;
   - Key personnel involved; and,
   - Subconsultants employed.

D. Describe at least one primary reference project example, in more technical detail than those listed above, related to providing similar requested services for the PROJECT. It is preferable that the primary reference project as closely as possible resemble engineering work effort required for the PROJECT. Describe the approach and the methodology that were used to provide the required services including any equipment or special software. Clearly identify the specific level of provided services that were performed and subsequent work products that were produced or delivered. The level of detail must clearly delineate between major and minor work tasks. Identify any supplemental tasks that were deemed necessary or recommended which enhanced the engineering work, reduced cost, or expedited delivery.

   Indicate where the prime CONSULTANT's office was located. If the work was shared among CONSULTANT's different offices, identify the office locations and the work that were performed in each office. Identify the project manager's specific responsibilities. List all subconsultants that provided services to CONSULTANT for the completion of the PROJECT and describe the role they performed. Identify who performed quality control/assurance and provide a percentage of time that was devoted by CONSULTANT in performing this function related to work effort and products. Indicate how much staff time the client and other agencies devoted to the completion of the engineering work. Include names, addresses, and current telephone numbers of the client and the name of the client's key representative assigned to CONSULTANT's work.

5.3 APPROACH AND WORK PROJECT

The technical proposal will include a work plan, which delineates the approach to complete the requested services for the PROJECT. The work plan should demonstrate CONSULTANT's understanding of COUNTY's Preliminary Work Scope (SCOPE), refine and/or expand the SCOPE to reflect CONSULTANT's approach and address CONSULTANT's capability to complete the SCOPE within the proposed schedule. The work plan should include the following:

A. Identify CONSULTANT's Project Manager and detail the specific responsibilities of the project Manager. Identify the Person-In-Charge when the project Manager is not available.

B. List all subconsultants providing services to CONSULTANT for the completion of the SCOPE and describe their functional roles. Include the names, addresses, and current telephone numbers of CONSULTANT and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.

C. Identify who will be performing quality control and provide a breakdown and percentage of time that will be devoted by CONSULTANT in performing this function related to work effort and products.

D. Describe the approach and methodology that will be used to provide the required services including any equipment. The specific level of engineering work effort and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.

E. *Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the PROJECT, reduce cost, or expedite delivery*.

F. Indicate where the work is to be performed. If the work is to be shared among CONSULTANT's different offices, identify the locations and the work to be performed in each CONSULTANT or office. Travel to study area for PROJECT might be required, but excessive travel time and expenses will be avoided to ensure operating efficiency and responsible cost control. This requirement is more easily met by CONSULTANT that are capable of responding on site with short notice and that are based within a 75-mile radius of Stockton, California.

G. A description of PROJECT experience and knowledge of the immediate area of San Joaquin County.

H. Indicate how much staff time CONSULTANT assumes COUNTY or other agencies will devote to the preparation or completion of the tasks outlined in the preliminary work scope.

I. Knowledge of Local Conditions and Concerns: San Joaquin County is comprised of varied municipalities, communities, and a significant unincorporated rural area. Community outreach efforts may require participation by agricultural, retail, development, and manufacturing interests as well as homeowners and other residents. Describe the firm's familiarity with the area based on research, work experience, locale, or other factors.

5.4 SCHEDULE & TASK EFFORT WORKSHEET

A. CONSULTANT shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the SCOPE and show work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. Milestones, which are interdependent, and the completion date of each milestone must be identified. CONSULTANT shall indicate in the proposal whether the completion of SCOPE can be realistically completed in more or less time than that stated. CONSULTANT is encouraged to develop additional detail regarding the work schedule, suggest changes within the constraints of the duration and end dates, and suggest

changes to expedite delivery of the requested services. The schedule for requested SERVICES shall be submitted in Microsoft PROJECT software, or comparable software; software other than PROJECT will require approval by COUNTY.

Include the tentative date of execution of the Consultant Services Agreement by the County Board of Supervisors and the issuance of Notice to Proceed according to the schedule in Section 8.1 Consultant Selection Schedule.

B. CONSULTANT must present comprehensive Task Effort Worksheets to reflect the person hours required for completing each task of the SCOPE. The Task Effort Worksheets shall include person hours broken down by task, specific employee, and position classification and give the total number of person hours required to complete the entire SCOPE. The Task Effort Worksheets shall follow the format provided in EXHIBIT "B". The Task Effort Worksheets shall also be required for all proposed subconsultants in the required format. The Task Effort Worksheets, EXHIBIT "B", are part of the proposal; however, they are excluded from the RFP's maximum allowable length. COUNTY is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT "B". It is CONSULTANT's responsibility to assure the mathematical correctness of its submittal.

6.0 PROPOSALS SUBMISSION REQUIREMENTS

6.1 COUNTY reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of COUNTY. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.

6.2 Costs for developing proposals are entirely the responsibility of the firm and shall not be chargeable in any way to COUNTY. All materials submitted become the property of COUNTY and may be returned only at COUNTY's option.

6.3 Firms will have options of submitting proposals via hard copy or through: https://www.bidexpress.com. Technical proposals received later than the bellow date and time will be rejected and returned to sender unopened. Proposals delivered by fax or email will not be accepted.

Hard Copy Submittal:
One (1) hard copy and one (1) electronic copy on a flash of the proposal, signed by an authorized representative, shall be delivered on or before **12:00 p.m. on Friday, December 11, 2026** to:

PW Contracts
County of San Joaquin
Department of Public Works
Business Services Division
1810 East Hazelton Avenue
Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

Statement of Qualifications & Technical Proposals
Armstrong Road & Bear Creek Road CCTC Railroad Crossing Improvements
REQUEST FOR PROPOSALS
SJCDPW-RFP-26-10
(Name of CONSULTANT)
OPEN BY SJCDPW CONSULTANTS SOLICITATION STAFF ONLY

*__CAUTION:__ SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

OR

BIDEXPRESS SUBMITTAL:

Firm may also submit proposals at https://www.bidexpress.com . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **12:00 pm on Friday, December 11, 2026**

7.0 QUESTIONS

7.1 General questions regarding the solicitation procedure may be directed to PW Contracts, or PWContracts@sjgov.org.

7.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to PW Contracts at PWContracts@sjgov.org.

7.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the San Joaquin County Public Works website:
https://www.sjgov.org/department/pwk/rfps-and-rfqs/current-solicitations
https://www.bidexpress.com
Firms are advised to register at this website to receive an emailed Notice of Release of Addendum if any new information is released.

7.4 The deadline for submitting questions is indicated below in the Consultant Selection Schedule.

8.0 CONSULTANT SELECTION PROCESS

8.1 Consultant Selection Schedule: COUNTY will follow the Consultant selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of COUNTY:

Release Request for Qualifications	Monday, November 9, 2026
Written Questions Submitted	Thursday, December 3, 2026, by 4:00 pm
Release Response to Written Questions	Friday, December 4, 2026
Technical Proposals Due	**Friday, December 11, 2026, by 12:00 p.m.**
Notification/Scheduling Oral Interviews	Tuesday, December 29, 2026
Consultants Oral Interviews	Thursday, January 7, 2027
Notify Consultants of Ranking	Friday, January 8, 2027
Highest Ranked Firm's Cost Proposal	Wednesday, January 13, 2027 by 12:00 pm
Negotiation Meeting	Thursday, January 21, 2027
Conclude Negotiations	Thursday, February 4, 2027

8.2 Proposal Evaluation: COUNTY will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5.0 "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." COUNTY may reject any proposal if it is conditional, incomplete or contains irregularities. COUNTY may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the firm from any terms of an executed consultant services agreement, should one be awarded.

COUNTY will assemble a selection committee, comprised of COUNTY staff members and other

qualified individuals, which will evaluate submitted proposals and select a short list of firms for presentation-interviews. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment “B”.

Aside from the selection process described herein, firms s or their representatives are prohibited from attempting to influence this consultant solicitation by contacting Selection Committee members, elected officials, COUNTY staff, or other individuals and entities involved in selecting CONSULTANT or awarding the consultant agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

8.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to five (5) firms that are ranked the highest based upon written qualifications and proposals. COUNTY may choose to increase or decrease the number of firms interviewed. Those firms invited to interviews will be notified of the dates and times of their interviews. COUNTY anticipates that oral interviews will be arranged according to the schedule on Section 8.1. Consultant Selection Schedule. Firms will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered nonresponsive and the firm will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment “B”.

8.4 Cost Proposals: Highest ranked *firm selected for the PROJECT shall submit a cost proposal as prescribed in Section 8.1. Consultant Selection Schedule.* The method of payment for PROJECT will actual cost plus a fixed fee. The cost proposal will consist of a “not-to-exceed” price quotation along with current fee schedules, task hours, personnel wage rate sheets, and other costs. CONSULTANT shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fee (profit). Other direct costs may be set forth as independent cost items with supporting cost documentation. ***Please note COUNTY policy and standard business practice does not allow CONSULTANT to add a mark-up to other direct costs and does not allow mark-ups on subconsultant fees****.* CONSULTANT’s quote of estimated cost plus fee (profit) will be based upon specific rates of compensation and shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task by CONSULTANT as well as subconsultants.

The cost proposal shall include a separate itemization for each major task and milestone, and a summary cost proposal of all costs. The cost proposal submitted shall follow the format provided in EXHIBIT “C”. The detailed cost proposals shall also be required for all proposed subconsultants in the required format. COUNTY is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT “C”. It is the selected CONSULTANT’s responsibility to assure the mathematical correctness of its submittal.

The cost proposal shall include highest ranked CONSULTANT’s and subconsultant’s Certification of Financial Management System and Contract Cost (EXHIBIT D). The cost proposal should also include highest ranked CONSULTANT’ & subconsultants’ copies of prior and current Certified Public Accountant (CPA) indirect cost rate (ICR) audit reports and rate schedules, if any. These financial statements should include representation from the highest ranked CONSULTANT’s management that the amounts are current, accurate and are prepared in compliance with regulations that apply to specific circumstance as specified in the AASHTO Uniform Accounting & Auditing Guide.

8.5 Selection: COUNTY will tabulate qualifications, written proposal, oral presentation, and interview scores to be used as the basis for selection, and firms will be ranked for consultant services agreement negotiations.

The requested cost proposal will be used as a starting point for agreement negotiations with the

highest ranked firm selected on the basis of its qualifications and proposal. COUNTY will then negotiate a consultant services agreement with the selected firm. If an agreement cannot be reached after a reasonable period of time, as determined by COUNTY, then COUNTY will terminate negotiations with the highest ranked CONSULTANT and negotiations will be opened with the next highest ranked firm. The compensation discussed with one prospective firm will not be disclosed or discussed with another firm. The selected firm will be the highest ranking proposal that has been successfully negotiated for award of the consultant services agreement. The successful firm and/or team will be requested to enter into a CONSULTANT services agreement with the County. COUNTY's Boilerplate Consultant Services Agreement are shown as Exhibit "E". *The prospective firm is advised that COUNTY's all boilerplate agreements reflect the County and COUNTY's standard business practices which are set and not normally subject to substantive change.* The prospective firm is also advised that the agreements will not be in force until it is approved by San Joaquin County Board of Supervisors. CONSULTANT will be required to satisfy all insurance certification requirements before COUNTY issues Notice to Proceed.

8.6 Pre Award Audit: Concurrent with Consultant Services Agreement negotiations, a pre-award audit evaluation may be required. The pre-award audit evaluation will be made to:

- Review the draft contract language.
- Determine the adequacy of CONSULTANT's accounting system.
- Determine the reasonableness of CONSULTANT's and subconsultant's rates and if the proposed PROJECT costs are reasonable and allowable. Determine the financial capabilities of CONSULTANT (cash flow).
- Protect Federal, State, and Local Agency interests by identifying concerns before any work is performed and money expended.

COUNTY may select Caltrans Audits and Investigations to perform the pre-award audit. COUNTY also has the option to perform the pre-award audit using its own forces or by using a Certified Public Accounting consultant. COUNTY advises any prospective firm that a pre-award audit will be performed and that cooperation with the auditors is required. The pre-award audit will be performed in accordance with generally accepted government auditing standards promulgated by the United States General Accounting Office . Prospective firms are also encouraged to review and to be familiar with the requirements incorporated in the following:

- Local Assistance Procedures Manual (LAPM) Chapter 10 "Consultant Selection"

The pre-award audit might be required before the Consultant Services Agreement is executed by the San Joaquin County Board of Supervisors. COUNTY shall be proactive to resolve any audit findings or comments before execution of the Consultant Services Agreement. Audit findings or comments may necessitate the need for additional contract provisions as well as determine eligible and allowable costs. If audit findings or comments are not resolved to COUNTY's satisfaction, then COUNTY may terminate negotiations with the best ranked firm, and negotiations will be opened with the next ranked firm.

The cost proposal for the prime and all proposed subcontractors must contain a breakdown of all components of cost to include: labor base, rate, other direct costs, overhead, and fee. COUNTY requires CONSULTANT to cooperate with the auditors, and the agreement will be awarded only after the "Audit Disposition" has been completed and all outstanding issues have been resolved.

9.0 PROJECT REQUIREMENTS AND STANDARDS

All PROJECT work must meet the following requirements and standards:

9.1 CONSULTANT will work closely with COUNTY and other affected cities and agencies involved in the PROJECT. COUNTY's Transportation Engineering Division will manage and administer CONSULTANT's work effort. COUNTY will exercise review and approval functions through COUNTY's PROJECT Engineer, or designated representative, during the PROJECT. CONSULTANT will present all memoranda, reports, change orders, and other documentation in the general form agreed to by COUNTY. All work products will be the property of COUNTY.

9.2 CONSULTANT will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. COUNTY's PROJECT Engineer will exercise review and approval functions at key points and milestones during the PROJECT and conduct PROJECT status reports and meetings with CONSULTANT.

9.3 CONSULTANT will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the PROJECT. The quality control procedures will be in effect during the entire time work is being performed for the PROJECT. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all PROJECT-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to COUNTY's PROJECT Engineer for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

9.4 CONSULTANT will use Microsoft PROJECT or compatible software approved by COUNTY, in preparing the PROJECT schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. CONSULTANT shall update the schedule throughout the PROJECT with each progress billing and supply to COUNTY's PROJECT Engineer. PROJECT schedule will be immediately revised by CONSULTANT should it become apparent that a task or milestone has not or will not be achieved.

9.5 CONSULTANT will prepare and submit to COUNTY's PROJECT Engineer for review a monthly status report including a PROJECT schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.

9.6 CONSULTANT will be required to obtain prior approval of the County Public Information Office (through COUNTY's Project Engineer) for any communications with the public media pertaining to the PROJECT. This includes news releases, interviews, advertisements, etc.

9.7 If CONSULTANT fails to provide the services as to be developed and set forth in a consultant services agreement, then COUNTY will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

10.0 PROJECT SCHEDULE / PROGRESS PAYMENTS

10.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the PROJECT and assure local program delivery and PROJECT development. At the beginning of the work effort for the requested services, CONSULTANT shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the PROJECT.

The progress schedule shall be updated throughout the course of the services, and the original schedule will be retained as a basis of comparison. CONSULTANT shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain or reconcile

any anticipated or actual delays with the original schedule.

10.2 CONSULTANT shall submit payment requests monthly. CONSULTANT shall submit monthly payment requests which shall include a detailed invoice of the costs incurred and an updated progress schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work performed and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

11.0 INDEMNIFICATION REQUIREMENTS

The consultant services agreement for the PROJECT requires CONSULTANT to comply with the County's hold harmless and indemnification requirements.

A. CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of CONSULTANT, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT'S own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.

12.0 INSURANCE REQUIREMENTS

The consultant services agreement for the PROJECT requires CONSULTANT to comply with the County's insurance requirements.

12.1 CONSULTANT shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to the County. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to the County. The County's minimum insurance requirements will not be subject to negotiation.

A. CONSULTANT shall obtain and keep in full force and effect during the life of the consultant services agreement, at CONSULTANT's own expense, General Liability Insurance on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of Five Million Dollars ($5,000,000), and automobile liability insurance with a combined single limit in the minimum amount of Two Million Dollars ($2,000,000). Such insurance shall be primary, shall name County as additional insured, and shall expressly indicate that such insurance is related to CONSULTANT's activities under the agreement.

B. CONSULTANT shall obtain, at CONSULTANT's own expense, and provide evidence of Professional Liability Insurance on an occurrence-based policy with an aggregate limit in an amount no less than Two Million Dollars ($2,000,000).

C. Workers' Compensation Insurance: CONSULTANT shall take out and maintain, during the life of the

agreement, workers' compensation insurance for all of CONSULTANT's employees employed for the PROJECT and, in case any work is sublet, CONSULTANT shall require subconsultants to similarly provide workers' compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work for the PROJECT is not protected under the Workers' Compensation Statute, then CONSULTANT shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

12.2 CONSULTANT shall furnish a Certificate of Insurance to County upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that CONSULTANT, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody and control of CONSULTANT. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to CONSULTANT's liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above, CONSULTANT's liability insurance policy shall be endorsed as primary insurance.

13.0 CONSULTANT PROVISIONS

13.1 Funding Requirements: It is mutually understood between the parties that the consultant services agreement may be written and will be valid and enforceable only if sufficient funds are made available to COUNTY. In addition, the consultant services agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State, and Local requirements that may affect the provisions, terms or funding of the agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for the PROJECT, the agreement shall be amended to reflect any reductions in funds. COUNTY shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.

13.2 Ownership of Data and Patent Rights: Upon completion of all work under the executed consultant services boilerplate agreement, ownership and title to all reports, documents, plans, specifications, and work product materials as part of the agreement will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish all necessary copies of documentation needed to complete the PROJECT in performance of the agreement.

COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the consultant services agreement shall be subject to copyright in the United States or any other country. Each subconsultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

13.3 Confidentiality of Data: All financial, statistical, personal, technical or other information relative to the operation of COUNTY, which is designated confidential by COUNTY, and made available to CONSULTANT in order to carry out the agreement, shall be protected by CONSULTANT from unauthorized use and disclosure. Permission granted by COUNTY's PROJECT Engineer to disclose information on one occasion relating to the agreement shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

CONSULTANT shall not comment publicly to the press or any other media regarding the executed consultant service agreement, or the actions of COUNTY on the same, except to staff from COUNTY, or CONSULTANT's own personnel involved in the performance of the agreement, or at public hearings, or in response to questions from a legislative committee. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

14.0 NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

COUNTY has not established the goal for the DBE participation in the consultant contract for this Plan. County encourages respondents to this RFP provide DBEs the opportunity to participate in the performance of the consultant contract.

15.0 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting the SOQ or proposal to the best of his or her knowledge and belief that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

16.0 GENERAL INFORMATION

16.1 Proposal Confidentiality: Prior to the San Joaquin County Board of Supervisors executing the consultant services agreement, all firms' proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the consultant services agreement has been executed, or if the agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.

16.2 COUNTY Rights: SOQ's and technical proposals received within the prescribed deadline become the property of COUNTY and all rights to the contents therein become those of COUNTY. COUNTY

may investigate the qualifications of any firm under consideration, require confirmation of information furnished by a firm and/or require additional evidence of qualifications to perform the work described. COUNTY reserves the right to:

A. Modify the selection process as may be in their best interests.
B. Reject any or all of the proposals if such action is in their interest
C. Issue subsequent Requests for Proposals
D. Cancel the entire Request for Proposals.
E. Correct technical errors and amend the Request for Proposals by addendum prior to the final proposal submittal date process.
F. Seek the assistance of outside technical experts in proposal evaluation
G. Approve or disapprove the use of any subconsultants.
H. Negotiate with any, all or none of the Request for Proposals respondents
I. Award an agreement to one or more Consultants
J. Accept other than the lowest cost proposal
K. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit COUNTY to enter into a consultant services agreement, nor does it obligate COUNTY to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 7 QUESTIONS. Thank you for your interest in the PROJECT.

Attachments and Exhibits
Vicinity Map
Attachment A: Debarment and Suspension Certification
Attachment B: Proposal/Qualifications Evaluation Worksheet
Attachment C: Disclosure of Lobbying Activities
Exhibit A: SJCDPW's Preliminary Work Scope
Exhibit B: Task Effort Worksheet
Exhibit C: Cost Proposal
Exhibit D: Certification of Financial Management System and Contract Cost
Exhibit E: Boilerplate Consultant Services Agreement

Attachment "A"

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

_____
Signature of Consultant

_____
CONSULTANT Name

Attachment "B"

QUALIFICATIONS EVALUATION WORKSHEET

CONSULTANT: _____

Subconsultants: _____

WRITTEN SOQ & TECHNICAL PROPOSAL	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
A. CONSULTANT Profile and Overall Capabilities	0.50	_____	_____
B. Key Personnel	1.00	_____	_____
C. Similar and Primary Reference Plans.	1.00	_____	_____
D. Reference Checks	0.50	_____	_____
E. Knowledge of Local Conditions and Concerns	1.00	_____	_____
F. PROJECT Approach and Work Plan	3.00	_____	_____
G. PROJECT Schedule	0.50	_____	_____
SUBTOTAL WRITTEN SCORE (75 points maximum)		_____	_____
ORAL PRESENTATION/INTERVIEW			
A. Demonstrated knowledge of required work	1.00	_____	_____
B. Demonstrated course of action to meet goals	0.75	_____	_____
C. Demonstrated capabilities of CONSULTANT team PROJECT team	0.75	_____	_____
SUBTOTAL INTERVIEW SCORE (25 points maximum)		_____	_____
TOTAL SCORE (100 points maximum)		_____	_____

EVALUATOR: _____ DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

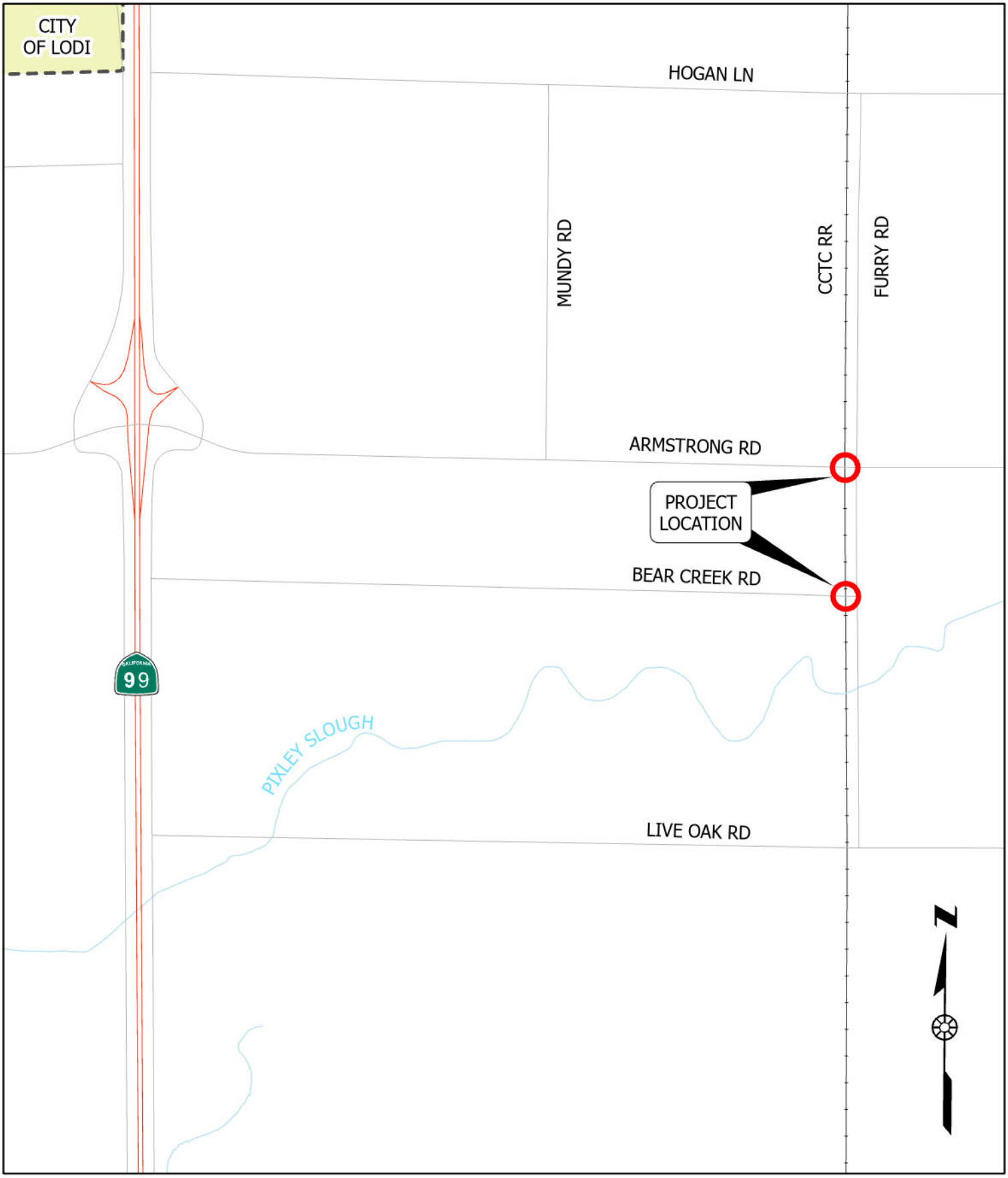
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

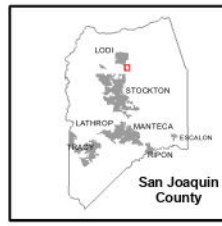
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction PROJECT (0348-0046), Washington, D.C. 20503.





ARMSTRONG RD & BEAR CREEK RD, CCTC RR CROSSING IMPROVEMENTS PROJECT

(Armstrong Rd: CCTC Crossing #842828C; Bear Creek Rd: CCTC Crossing #842822L)

-- VICINITY MAP --

SAN JOAQUIN COUNTY

Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205

The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose.
The Information on this map is not intended to replace engineering, financial or primary records research.

PUBLIC WORKS
San Joaquin County
Working for You