

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR QUALIFICATIONS**

**ON-CALL DESIGN ENGINEERING SUPPORT SERVICES
SJCDPW-RFQ-25-02
May 9, 2025**

Question #1: DBE Requirements - Will any Disadvantaged Business Enterprise (DBE) participation forms or commitments be required as part of the SOQ submittal, or will DBE goals only be established at the task order level for federally funded projects?

Answer #1: *DBE participation forms or commitments are not required as part of the SOQ submittal. DBE goals will be established at the task order level for federally funded projects*

Question #2: Anticipated Funding Sources - Does the County anticipate that most assignments under this contract will be federally funded, or will the majority be locally funded?

Answer #2: *On call assignments will be a mixture of federal, state and local funded projects.*

Question #3: Indemnification - Just to verify- Is this statement set in stone, or can the proposer modify this statement?

Answer #3: *The prospective firm is advised that SJCDPW's boilerplate contract reflect the County and SJCDPW's standard business practices which are set and not normally subject to substantive change. County Counsel will review all proposed modifications to the Indemnification provision of the County's boilerplate agreement. County Counsel has the ultimate approval for any proposed modifications.*

Question #4: Scope Clarification - Will the on-call list include assignments beyond roadway resurfacing and minor structures, such as larger capital improvement projects?

Answer #4: *The On call assignments will not expand beyond roadway rehabilitation, resurfacing, and minor concrete and small concrete structures. Larger capital improvement projects will not be part of on call assignments.*

Question #5: Does the County also desire consultants to include right-of-way acquisition and appraisal services?

Answer #5: *County does not desire consultants to include right-of-way acquisition and appraisal services.*

Question #6: On Page 5, under 3.4 "Schedule of Costs and Fees (Separate sealed envelope only)", it states that SJCDPW will only require costs and fees from selected consultants. However, in another location (Page 2, 2nd paragraph) it states SOQ content to submit shall include schedule of costs and fees. We just wanted to confirm if costs and fees are in fact to be included in a separate sealed envelope with our SOQ submission, or will these only be required from consultants after selected?

Answer #6: *The County will only request the Schedule of Costs and Fees from consultants selected to the On Call list. Please see Addendum No. 1 for more information.*

Question #7: We wanted to confirm that key staff resumes are to be included in the 25-page limit, or if these can be provided as an appendix excluded from the page limit?

Answer #7: *The 25-page limit includes key staff resumes. Appendix with resumes will be counted toward the 25-page limit.*

Question #8: County of San Joaquin, Independent Contractor Agreement

As a proposing firm, we would like to inquire whether the County will entertain negotiations with selected Contractors on any of the following conditions to the Independent Contractor Agreement, to better align the County's agreement with prevailing industry standards and best practices:

The Scope of Services, at Section III.B.: The Contractor would like to request the modification to this section to align with the industry standard of care, consistent with prevailing professional practices and necessary for insurability under standard professional liability coverage: "...CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in CONTRACTOR'S professional specialty, exercising the degree of care and skill ordinarily used by members of the same profession, under similar circumstances, at the same time and in the same geographic area." Will the County consider this modification to align with industry standards and for insurability?

Indemnification, at Section 9: The Contractor would like to request these edits to this Indemnification section to align with engineering industry standards and for insurability, further requesting the inclusion of this mutual consequential damages waiver: "CONTRACTOR shall, at its expense, ~~defend~~, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any third-party 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 ~~active and/or passive~~ negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors. To the fullest extent permitted by Laws and Regulations, COUNTY and Contractor waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital." Would the County consider the inclusion of the following requested modifications to this Indemnification clause to align with industry standards and for insurability, as well as consider including the proposed mutual waiver of consequential damages language?

Insurance, at Section 10.A.: The Contractor would like to request the inclusion of the following Limitation of Liability: "CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Contractor and its officers, directors, agents, employees, and Subconsultants to County and anyone claiming by, through, or under County for any and all claims, losses, costs, or damages whatsoever arising out of the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Contractor or Contractor's officers, directors, agents, employees or Subconsultants (hereafter "County's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Contractor's insurers or in settlement or satisfaction, in whole or in part, of County's Claims, and (2) total insurance proceeds paid on behalf of or to Contractor by Contractor's insurers in settlement or satisfaction of County's Claims under the terms and conditions of Contractor's applicable insurance policies up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to County's Claims, then the total liability, in the aggregate, of Contractor and Contractor's officers, directors, agents, employees, and Subconsultants to County and anyone claiming by, through, or under County, for any and all such uninsured County's Claims will not exceed Contractor's Compensation." Would the County consider the inclusion of this Limitation of Liability language in this clause?

Termination, at Section 14.B.: The Contractor is requesting the inclusion of the following modification allowing the Contractor a period in which to cure, prior to termination: "In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY provided that the CONTRACTOR shall be entitled to a 7-day cure period in which it may remedy or commence to remedy such failure to substantially perform the Agreement. If COUNTY terminates this agreement with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the agreement. In which case the overage shall be deducted from any sum due CONTRACTOR under this agreement and the balance, if any, shall be paid to CONTRACTOR upon demand. CONTRACTOR shall have the right to terminate this Agreement or suspend work on the Project if COUNTY fails to fulfill its obligations under the Agreement, including but not limited to non-payment or any other material breach. In such cases, CONTRACTOR shall provide COUNTY with ten (10) days' written notice of such failure. If COUNTY fails to remedy or commence to remedy such failure within seven (7) days after receiving the notice, CONTRACTOR shall be entitled to terminate the Agreement or suspend work. CONTRACTOR shall be paid for all services properly performed up to the time of notification of termination." Would the County consider these modifications to provide the Contractor with the opportunity to cure or commence to cure and the opportunity to suspend or terminate this agreement in the event the COUNTY fails to fulfill its obligations under this Agreement?

Documents, at Section 26: The Contractor is requesting this modification to clarify that Contractor shall not be liable for future, unintended uses of the Work Product: "All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONTRACTOR for COUNTY, or otherwise by or for CONTRACTOR, or by or for a subcontractor operating under CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement. Any reuse of Work Product outside the scope of work for which it was developed, or any alteration thereof without Contractor review and approval shall be at COUNTY's sole risk and without liability to Contractor." Will the County consider the inclusion of this reuse language to clarify that Contractor shall not be liable for any unintended uses of the Work Product?

Attorney's Fee, at Section 30: The Contractor is requesting the modification to clarify that each party shall be responsible for its own legal fees and costs, consistent with industry standards and to ensure compliance with professional liability insurance requirements: "In any action brought by a party to enforce the terms of this Agreement, ~~the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by inhouse counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California. each party shall bear its own legal costs and expenses, including, without limitation, attorneys' fees, court costs, and any other costs incurred in connection with the negotiation, execution, performance, or enforcement of this Agreement.~~" Will the County consider including this modification allowing each party to be responsible for its own legal costs, in order to have consistency with industry standards and ensuring insurability?

Answer # 8: *Please submit the proposed changes to County's Independent Contractor Agreement with your submittal. The proposed changes will not be counted toward the 25-page limit. If the firm advances to the negotiation phase of the Request for Qualifications, County Counsel will review the proposed changes to the Independent Contractor Agreement during the negotiation process and County Counsel has the ultimate approval for these changes.*