



Request for Information No. 2

August 16, 2021

Project: San Fernando Mall Bollard Installation

Question #1: Can we close streets to install a set of bollards across the entire length of the street?

Answer #1: Streets can be closed in order to perform work on a daily basis. Our goal is to minimize any inconvenience to motorists, schools and businesses within the impacted area.

Question #2: How many streets can be closed at the same time?

Answer #2: Only one block will be allowed to be closed at a time. All efforts must be made to keep traffic flowing and minimize any inconvenience to motorists, schools and businesses within the impacted area.

Question #3: How long can we close a street?

Answer #3: Streets can only be closed during the day when work is being performed at that particular location. Work hours for the City of San Fernando are from 7:00 am to 6:00pm. Streets must be opened during non-work hours.

Question #4: RFI 1 says the emailing proposal will work but addendum says we have to submit the electronic copy to City Hall. Can you confirm if we have to mail and electronic copy to the city hall?

Answer #4: An emailed version of the proposal is considered an electronic submittal. No hardcopies of the proposal are required to be submitted.

Question # 5: Do we have to mail in the original bid bond before the bid due date or emailing the bid bond with the bid package will work? Can you confirm the mailing address if we need to mail in the original bid bond?

Answer #5: An email of the bid bond is acceptable. The mailing address is: City of San Fernando, Public Works Department, 117 Macneil Street, San Fernando, CA 91340.

Question #6: Can you provide us the insurance requirements for this project?

Answer #6: Please see Attachment "A" of this Addendum for a sample Agreement with Insurance Requirements.

Question# 7: I don't see a subcontractors / non-collusion page? Could you confirm whether these forms are necessary to include in our proposal?

Answer #7: Please see Attachment "B" of this Addendum for the Non-Collusion form.

**CITY OF SAN FERNANDO
SHORT-FORM PROFESSIONAL SERVICES AGREEMENT**

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the ____ day of _____, 2021 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and _____(hereinafter referred to as "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall [SCOPE OF WORK] as described and forth in Exhibit "A" (hereinafter referred to as the "Scope of Work").

2. EXHIBITS. The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Proposal from CONTRACTOR dated _____and attached hereto as Exhibit "B".

3. TERMS. The services and/or materials furnished under this Agreement shall commence on _____ and shall be completed by _____, unless terminated pursuant to Section 5(g).

4. COMPENSATION. For the full performance of this Agreement:

a. CITY shall pay CONTRACTOR an amount not to exceed _____Dollars (\$_____), to be paid in whole or in progress payments within thirty (30) days following receipt of an invoice. Final payment shall be made on completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods, unless specified in CONTRACTOR's quote. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

c. CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONTRACTOR for incomplete goods/services.

5. GENERAL TERMS AND CONDITIONS.

a. HOLD HARMLESS. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold

harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

b. **INSURANCE.** CONTRACTOR shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

- i. **WORKERS COMPENSATION INSURANCE:** Minimum statutory limits.
- ii. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** General Liability and Property Damage Combined. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- iii. **AUTOMOBILE INSURANCE:** \$1,000,000.00 per occurrence.
- iv. **PROFESSIONAL LIABILITY:** \$1,000,000.00 aggregate.
- v. **NOTICE OF CANCELLATION:** CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **CERTIFICATE OF INSURANCE:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, California, its elective and appointed officers, employees, and volunteers" as additional insureds.

c. **CITY BUSINESS LICESNE.** CONTRACTOR shall obtain a City business license prior to the commencement of any work in the City of San Fernando.

d. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

e. **INTEREST OF CONTRACTOR.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

f. **CHANGES.** This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

g. **TERMINATION FOR CONVENIENCE OR FOR CAUSE.** This Agreement may be terminated by CITY upon seven (7) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

h. **RECORDS.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONTRACTOR hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONTRACTOR agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

i. **NOTICES.** Any notices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's OR CITY's regular business hours; or (b) on the third business day following the United States mail post mark, postage pre-paid, to the addresses heretofore below.

If to City:
Matthew Baumgardner
City of San Fernando
117 N. Macneil Street
San Fernando, CA 91340

If to Contractor:
[CONTRACTOR INFO]
[CONTRACTOR ADDRESS]
[CONTRACTOR CITY, STATE]

ATTACHMENT "A"

6. COMPLIANCE WITH LAWS. CONTRACTOR shall be fully informed of and in compliance with all applicable laws, statues, codes, rules, regulations, and ordinances governing or affecting the performance of work.

7. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

This Agreement shall become effective upon its approval and execution by CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Nick Kimball

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Exhibit "A"

[SCOPE OF WORK]

NON-COLLUSION AFFIDAVIT

SAN FERNANDO MALL BOLLARD INSTALLATION
JOB NO. 7614, PLAN NO. P-736

STATE OF CALIFORNIA)
COUNTY OF _____) SS

_____ being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed
person, partnership, company, association, organization or corporation; that such bid is genuine and not
collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has
not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone
to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid
price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or
anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other
bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the
proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not,
directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid and will not pay any fee in connection therewith to any
corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or
to any other individual except to such person or persons as have a partnership or other financial interest with
said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
COUNTY OF _____) SS

Name (Print/Type)

Title

On _____, 2021 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

(Notary Seal)

Signature of Notary Public