

BLUE ROUTE SHEET - CITY MANAGER REVIEW/APPROVAL REQUIRED

Originating Department: Electric Date Submitted: 3/8/23 Return To: D.Shiles Phone Ext.: 6672

OD: FILL OUT SECTIONS #1-#7 (FRONT) AND #1-#4 (BACK) BEFORE ROUTING

(1) Document: Unique Scaffold – Consent to Assignment
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

- (2) Indicate signature authority:
- Electric, Water and Sewer Service Agreements with a value of \$150,000 or less and All Other Service Agreements with a value of \$100,000 or less per Ordinance 1941 (CC Action – June 16, 2015)
 - Miscellaneous Agreements including those that allow the use of the City name; rental agreements for City-owned property; licensing or conditional use agreements; confidentiality agreements; nondisclosure agreements; and partnership, cost sharing, in-kind and service agreements with other public or private entities per Resolution 6603 (CC Action - July 13, 1999)
 - Certificate of Acceptance for Designated Property Interests per Resolution 5600 (CC Action – May 28, 1991)
 - Routine Police Agreements including the use of City facilities; off-duty officers; special events; hold harmless and indemnification agreements from third parties; and releases of liability per Resolution 6000 (CC Action - April 4, 1995)
 - Other: _____

(3) Cost impact: \$ NA

(4) Was this service budgeted for this fiscal year?
 Yes
 No. If no, please describe below how the department will fund this unbudgeted service and consult with department’s assigned budget analyst to ensure that there is sufficient funding.

(5) Is insurance compliant?
 Yes, per attached EBIX printout. (Disregard #8)
 No, this agreement requires Risk Management review. (Complete #8)
 N/A (i.e. Hold Harmless Agreements, Grant Funding, Indemnification language in lieu of insurance, etc.) (Disregard #8)

Per Anwomb, insurance not required

(6) Is Notary needed?
 Yes (Please tag Notary page)
 No

(7) Department head originating agreement: Manuel Pineda
Manuel Pineda (Mar 8, 2023 16:36 PST)
[SIGNATURE]

(8) **RISK MANAGEMENT**
Please describe why contract does not require EBIX approval:

Approved: _____ Date: _____
[RISK MANAGER]

(9) **CITY ATTORNEY’S OFFICE**
Approved as to form: J. Hare Date: 3/17/23
[CITY ATTORNEY/AUTHORITY COUNSEL]
Assignment Number **A22.0568**
Reviewing Attorney’s Initials: **DB**

(10) **CITY CLERK’S OFFICE**
Attached: 2 original(s) _____ copy(ies)

Transmit the attached original / copy to contractor
 Fully executed original on file in City Clerk’s Office
1 fully executed original to dept.
Date Processed by Clerk’s Office: 3/17/23 SD

CITY MANAGER REQUIRED INFORMATION

- (1) Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
On October 1, 2021, the City entered into an Agreement with Ernie and Sons Scaffolding Services dba Unique Scaffold to provide scaffolding services at the generation facilities. The City was recently notified that Ernie and Sons Scaffolding Services changed its name to Unique Scaffold. The attached Consent to Assignment reflects this change.

- (2) Term of Agreement: NA
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION INFORMATION:**

- Sole/Single Source (Please include justification memo with this form)
- Selection Process for Electric, Water or Sewer Utility Agreements with a total contract value of \$150,000 or less inclusive of all option and extension years.
- Selection Process for everyone else with a total contract value of \$100,000 or less inclusive of all option and extension years.
- This contract requires prevailing wage compliance and registration with Department of Industrial Relations. If this box is checked, attach proof of DIR registration.

Briefly summarize the procurement process that was used, the number of bids received, and the basis for recommending this vendor for contract award:

NA

(4) **HISTORY:**

Has the department retained the same contractor for similar services in last 5 years?

- No. If no, no further information required.
- Yes. If yes, please complete the following section.

Term of Agreement: 10/1/21 – 6/30/26

Contract Amount: \$ 750,000

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Approved as to form: [Signature] Date: 3/13/23
[CITY ATTORNEY/AUTHORITY COUNSEL]
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**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ERNIE AND SONS SCAFFOLDING
AND
UNIQUE SCAFFOLD**

(Formerly known as Ernie and Sons Scaffolding Service dba Unique Scaffold)

PREAMBLE

This consent to assignment agreement (“Consent Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), Ernie and Sons Scaffolding, doing business as Unique Scaffold, a California Corporation, with its principal place of business located at 1960 Olivera Road, Concord, CA 94520 (“Ernie and Sons” or “Assignor”) and Unique Scaffold, a California Corporation, with its principal place of business located at 2501 Annalisa Drive, Concord, CA 94520 (“Unique Scaffold” or “Assignee”), the intended successor in interest to Unique Scaffold. City, Ernie and Sons and Unique Scaffold may be individually referred to in this Consent Agreement as a “Party” or collectively as the “Parties” or the “Parties to this Consent Agreement.”

RECITALS

A. City and Ernie and Sons entered into an agreement entitled, “Agreement by and Between the City of Santa Clara, California and Ernie and Sons Scaffolding Services dba Unique Scaffold,” dated October 1, 2021 (the “Original Agreement”) in which Ernie and Sons agreed to provide scaffolding services to the City;

B. Section 8 of the Original Agreement entitled No Assignment of Agreement/Successors in Interest, provides as follows:

“City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.”

C. Ernie and Sons desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Ernie and Sons to Unique Scaffold;

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from Unique Scaffold, City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Ernie and Sons to Unique Scaffold. This consent is based on representations made by Unique Scaffold and Ernie and Sons and all the duties and obligations of Ernie and Sons to perform specified services included in the Original Agreements shall be performed by Unique Scaffold after the Effective Date. This Consent is effective as of the completion of the Effective Date.
2. City acknowledges and relies on this acceptance by Unique Scaffold of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Ernie and Sons. Unique Scaffold hereby accepts such assignment from Ernie and Sons, effective as of the Effective Date, assumes and agrees to be bound by all applicable terms of the Original Agreement, and agrees to perform all the duties and obligations and assume all liabilities and responsibilities of Ernie and Sons, except as set forth herein.
3. Upon the Effective Date, any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Unique Scaffold to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Unique Scaffold and Ernie and Sons and all of its terms and conditions regarding the matter contained herein. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. As a condition of the terms of this Consent Agreement, Unique Scaffold shall provide the City with the following:
 - a. Revised Certificate of Insurance, as well as all policy endorsements to indicate that Unique Scaffold has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.
6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Unique Scaffold confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Ernie and Sons. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

G. R. Googins

to GLEN R. GOOGINS
City Attorney

Dated: 3/17/2023

Cynthia Boyer

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

**Ernie and Sons Scaffolding Services
Db a Unique Scaffold
a California Corporation**

Dated: 02/13/2023
By: Joe Garcia
Title: CFO
Address: 1960 Olivera Rd
Concord, CA 94520
Telephone: 707-365-8882
Facsimile: _____
Email Address: joeg@uniquescaffoldca.com

“Assignor”

**Unique Scaffold
a California Corporation**

By: John Soto
Title: CEO
Address: 2501 Annalisa Dr
Concord, CA 94520
Telephone: 925-446-4442
Facsimile: _____
Email Address: john@uniquescaffold.us

“Assignee”