

AGREEMENT BIBLIOGRAPHY

| | |
|-----------------------|--|
| Agreement With: | S.C. Yamamoto, Inc. |
| Agreement Type: | To provide on-call property maintenance services at various city-wide properties including all labor, materials, equipment, pick-up, debris removal, brush/weed removal, disposal, and dump fees |
| Date Approved: | 04 22 2020 |
| Start Date: | 04 22 2020 |
| End Date: | 04 22 2021 (Option to extend additional 4 years thru 4/22/2025) |
| Contract Amount: | \$24,999 |
| Comments | File No. 55 Community and Economic Dev |
| Insurance Expiration: | 09 01 2020 |



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

John R. O'Neill
Mayor Pro Tem - District 2

George S. Brietigam
Council Member - District 1

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim B. Nguyen
Council Member - District 6

April 22, 2020

Shinsuke Clifford Yamamoto, Inc.
2031 Emery Avenue
La Habra, CA 90631

Attention: Shinsuke Yamamoto, President

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Shinsuke Clifford Yamamoto, Inc. to provide on-call property maintenance services at various city-wide properties.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

A handwritten signature in black ink, appearing to read 'Liz Vasquez', written in a cursive style.

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 22nd day of April, 2020, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **S. C. Yamamoto, Inc.** ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to **provide on-call property maintenance services at various city-wide properties including all labor, materials, equipment, pick-up, debris removal, brush/weed removal, disposal, and dump fees.**
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This term of the Agreement shall be for a period of one (1) year from the date of the Agreement, with an option to extend said Agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the City. This Agreement may be terminated per Subsection 3.4. In such event, the City will compensate the CONSULTANT for work performed to date in accordance with the proposal which is attached as Attachment "A" as is hereby incorporated by reference. CONSULTANT is required to present evidence to support work performed.
2. **Services to be Provided:** CONSULTANT shall provide on-call property maintenance services as the tasks specified in the CONSULTANT'S Proposal, which is attached hereto as Attachment "A" and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

3. **Compensation.** CONSULTANT shall be compensated as follows:

- 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the Scope of Work set forth in Attachment "A", and the Fee Schedule and/or Rate Sheet set forth in Attachment "B"; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total amount of **Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars and 00/100 cents, (\$24,999.00)**, payable in arrears and billed on a time and material basis. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT for work completed. Labor and Expenses will be billed per the attached Fee Schedule and/or Rate Sheet (Attachment "B").
- 3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel, and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. **Insurance Requirements**

- 4.1 **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **Workers Compensation Insurance.** For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 **Insurance Amounts.** CONSULTANT and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
- b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Environmental, Pollution, and asbestos liability in the amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

4.4 Endorsements and Other Requirements.

- a) An Additional Insured Endorsement, **Ongoing and Completed Operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- b) An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- c) For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to

CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** Except for licensed work as provided for in CONSULTANT'S Proposal, all documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - (a) Address of CONSULTANT is as follows:

S. C. Yamamoto, Inc.
Attention: Shinsuke C. Yamamoto, President
2031 Emery Avenue
La Habra, CA 90631

(b) Address of CITY is as follows (with a copy to):

**Paul Guerrero
Community and Economic Development Department
Real Property Division
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840**

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Timely Manner of Services.** CONSULTANT's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and CONSULTANT will use its best efforts to meet the progress schedule.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and

that by executing this Agreement, the parties are formally bound.

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Limitation of Action.** Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose as of the date of CONSULTANT'S last invoice concerning the Project. Further, in all events the statutes of limitation for such actual or alleged causes of action, including those for latent deficiencies, will be deemed to have run no later than four years after the date of the Project's substantial completion.

26. **Appropriations**. This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Date: 4/20/20

By: 
Scott C. Stiles
City Manager

ATTEST:

By: 
Teresa Pomeroy
City Clerk

Date: 4/22/20

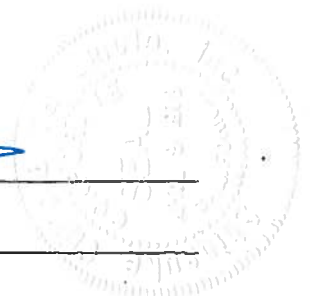
**"CONSULTANT"
S. C. Yamamoto, Inc.**

By: 

Title: PRESIDENT.

Dated: 04-06-20.

Tax I.D.: 95-3339498.



If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

APPROVED AS TO FORM:

By: 
Omar Sandoval
City Attorney

Date: 4-8-2020

Attachment "A" Scope of Work



April 15, 2020

City of Garden Grove
 Real Property Division
 12222 Acacia Parkway
 Garden Grove, CA 92840

Dear Real Property:

S. C. Yamamoto, Inc., agrees to provide the City of Garden Grove Real Property Division with on-call property maintenance services at various properties including all labor, materials, equipment, pick-up, removal of debris, removal of brush/weed disposal, and dump fees.

Below are various property located in the City of Garden Grove:

LOCATIONS

| ADDRESS | QUANTITY | QUARTER | ANNUAL |
|--|---------------------|-------------------|--------------------|
| 12262 Tamerlane Drive, Garden Grove, CA 92840 | 8,000 square feet | \$550.00 | \$2,200.00 |
| 12292 Tamerlane Drive, Garden Grove, CA 92840 | 8,000 square feet | \$500.00 | \$2,000.00 |
| 12241 South Harbor Boulevard, Garden Grove, CA 92840 | | | |
| Northwest corner of Harbor Blvd & Twintree Ave | 146,000 square feet | \$1,450.00 | \$5,800.00 |
| 12401 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$250.00 | \$1,000.00 |
| 12411 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$462.50 | \$1,850.00 |
| 12421 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$462.50 | \$1,850.00 |
| 12232 Homestead Place, Garden Grove, CA 92840 | 7,300 square feet | \$250.00 | \$1,000.00 |
| 12971 Rancho Way, Garden Grove, CA 92840 | 4,600 square feet | \$400.00 | \$1,600.00 |
| 12971 Rancho Way, Garden Grove, CA 92840 | 4,700 square feet | \$400.00 | \$1,600.00 |
| | TOTAL | \$4,725.00 | \$18,900.00 |

RATE SHEET

On-call property maintenance services include the following:

- Weed Abatement \$70.00 per hour (labor, materials, equipment, pick-up, disposal, and dump fees)
- General Clean-up \$50.00 per hour (labor, materials, equipment, pick-up, disposal, and dump fees)

CONTRACTOR PROJECT MANAGER INFORMATION

Contact Name: Octavio Chanocua
 Contact Email Address: ochanocua@scyamamoto.com
 Contact Work Telephone Number: (714)992-5783
 Contact Cellular Number: (714)363-1707

INSURANCE BROKER INFORMATION

Company Name: Brakke-Schafnitz
 Contact Name: Rick Kuehn
 Contact Email Address: rick.kuehn@sig.us
 Contact Work Telephone Number: (949)365-5132

Please feel free to contact me at (714)992-5783 should you have any questions.

Best regards,

Shinsuke Yamamoto

Attachment "B" Rate Sheet



April 15, 2020

City of Garden Grove
 Real Property Division
 12222 Acacia Parkway
 Garden Grove, CA 92840

Dear Real Property:

S. C. Yamamoto, Inc., agrees to provide the City of Garden Grove Real Property Division with on-call property maintenance services at various properties including all labor, materials, equipment, pick-up, removal of debris, removal of brush/weed, disposal, and dump fees.

Below are various property located in the City of Garden Grove:

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| 12292 Tamerlane Drive, Garden Grove, CA 92840 | 8,000 square feet | \$500.00 | \$2,000.00 |
| 12241 South Harbor Boulevard, Garden Grove, CA 92840 | | | |
| Northwest corner of Harbor Blvd & Twintree Ave | 146,000 square feet | \$1,450.00 | \$5,800.00 |
| 12401 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$250.00 | \$1,000.00 |
| 12411 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$462.50 | \$1,850.00 |
| 12421 South Harbor Boulevard, Garden Grove, CA 92840 | 6,000 square feet | \$462.50 | \$1,850.00 |
| 12232 Homestead Place, Garden Grove, CA 92840 | 7,300 square feet | \$250.00 | \$1,000.00 |
| 12971 Ranchero Way, Garden Grove, CA 92840 | 4,600 square feet | \$400.00 | \$1,600.00 |
| 12971 Ranchero Way, Garden Grove, CA 92840 | 4,700 square feet | \$400.00 | \$1,600.00 |
| | TOTAL | \$4,725.00 | \$18,900.00 |

RATE SHEET

On-call property maintenance services include the following:

- Weed Abatement \$70.00 per hour (labor, materials, equipment, pick-up, disposal, and dump fees)
- General Clean-up \$50.00 per hour (labor, materials, equipment, pick-up, disposal, and dump fees)

CONTRACTOR PROJECT MANAGER INFORMATION

Contact Name: Octavio Chanocua
 Contact Email Address: ochanocua@scyamamoto.com
 Contact Work Telephone Number: (714)992-5783
 Contact Cellular Number: (714)363-1707

INSURANCE BROKER INFORMATION

Company Name: Brakke-Schafnitz
 Contact Name: Rick Kuehn
 Contact Email Address: rick.kuehn@sig.us
 Contact Work Telephone Number: (949)365-5132

Please feel free to contact me at (714)992-5783 should you have any questions.

Best regards,

Shinsuke Yamamoto



**City of Garden Grove
Compliance Summary Report**

| Vendor Number | Vendor Name | AM Best Rating | Insurance Carrier | Policy # | Eff. Date | Exp. Date | Coverage |
|---------------|-----------------------------------|----------------|------------------------------------|-------------|-----------|-----------|-------------------|
| 66800-158906 | SHINSUKE CLIFFORD YAMAMOTO INC | Compliant | | | | | |
| | | Ar , XV | American Fire and Casualty Company | baa57302232 | 9/1/2019 | 9/1/2020 | Auto Liability |
| | | Ar , XV | American Fire and Casualty Company | usa57302232 | 9/1/2019 | 9/1/2020 | Excess Liability |
| | | Ar , XV | West American Insurance Company | bkw57302232 | 9/1/2019 | 9/1/2020 | General Liability |
| | | A-p , XV | Technology Insurance Company, Inc. | twc3869438 | 4/1/2020 | 4/1/2021 | Workers Comp |

Risk Profile : Standard with Pollution

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers