



**CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF COACHELLA
AND
SDC SOUND COMPANY**

July 22, 2021

SDC Sound Company
82413 Painted Canyon Ave
Indio, CA. 92201

Re: Letter of Agreement for Sound, Stage, and Lighting for 2021 El Grito Fiestas Patrias

SDC Sound Company,

This letter shall be our Agreement to provide sound, stage, lighting, and video screen wall described below (“Services”) by SDC Sound Company (Contractor”) as an independent contractor to the City of Coachella for the City’s 2021 El Grito Fiestas Patrias celebration (“Project”) at Rancho Las Flores Park.

The Services to be provided include the following: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$27,798.00.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other

requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Law.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by October 9, 2021 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorney’s fees and other related costs and expenses to the fullest extent permitted by law. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor’s Services, including without limitation the payment of all consequential damages, expert witness fees, and attorney’s fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official’s officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:

Gabriel D. Martin, Ph.D, .
City Manager

Signature

Name

Title

Date

Approved as to Form:

Carlos Campos
City Attorney

EXHIBIT “A”

PLANS AND SPECIFICATIONS

The following scope of work are incorporated into this Contract herein by this reference:

Provide full sound equipment and sound engineer for the 2021 El Grito Fiestas Patrias event. Provide additional stages (main: 40ft x 28ft, back of house: 8ft x 12ft, front of house: 16ft x 12ft), lighting and video screen wall (16ft x 12ft).

From: [SDC Sound Co LLC](#)
To: [Vincent Orfano](#)
Subject: Estimate 1059 from SDC Sound Co.
Date: Tuesday, July 20, 2021 12:55:20 PM

Dear Maritza Martinez,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
SDC Sound Co.

----- Estimate -----

82413 Painted Canyon Ave
Indio, CA 92201 US
7608991435

Estimate #: 1059
 Date: 07/20/2021
 Exp. Date: \$27,798.00

----- Address: -----

Maritza Martinez
 City of Coachella
 1516 6th St
 Coachella, Ca 92236

Event: Fiestas Patrias
 Rental Due Date: September 16, 2021
 Rental Return Date: September 18, 2021

Activity	Description	Qty	Rate	Amount
Sound	Front of House			
Sound:M32	Midas 32 Channel Digital Mixer	1	200.00	200.00
Sound:X32	Behringer 32 Channel Digital Mixer with 16 channel stage box	1	100.00	100.00
Sound:Vert	Vertec 4888dpda Powered Lina Array Speaker Cabinet 3000w cont. 6000w peak.	8	275.00	2,200.00
Fly Hardwa	Audio cables, Power cables, Fly Brackets, Winches	1	400.00	400.00
Sound:VRX	12" Two-Way Line Array Loudspeaker	6	75.00	450.00
Sound:SB10EAW	Dual 18" Sub Cabinet	8	100.00	800.00
Sound:Vert	Double 12" Sub Cabinet 2000w RMS	8	200.00	1,600.00
Sound:I-te	Crown 8000 watt Amplifier	6	50.00	300.00
Sound:Soun	Up to 25 Mics, (cables and mic stands included. Stage Sytem	1	150.00	150.00
Sound:JBL	Line Array Pro Monitor	6	50.00	300.00
HDM 45-A	2200watt RCF Full Range Speaker Cabinet	2	75.00	150.00
Sound:XTi	Crown 4000watt Amplifier	2	50.00	100.00
Sound:Macr	Crown 5000watt Stereo Amplifier	1	50.00	50.00
Sound:Macr	Crown 3600watt Stereo Amplifier	1	50.00	50.00
Sound:Back	DW 5 piece drum kit, Bass Stack, Guitar Stack	1	450.00	450.00
	Subtotal			7,300.00

Lighting:	Lighting 119 x 15watt RGBW LED Wash Moving Head	6	75.00	450.00
Lighting:	119 x 30watt RGBW LED Moving Head	2	75.00	150.00
Lighting:	S230watt Multi effect Beam Moving Head	8	75.00	600.00
Lighting:	LLED Par 64 Can, Chrome, RGB	16	10.00	160.00
Lighting:	LDMX Lighting Controller including computer	1	60.00	60.00
Staging:	Stage will be 40ft X 28ft, and will have a back of house wing 8ft X 12ft. Front of house stag will be 16ft X 12ft 4fStandard size, 3/4" plywood, Black, Load Capacity 4000lbs. State of California structural test report available upon request.	44	40.00	1,760.00
Staging:	5fStandard 1 1/2" Steel Pipe. Can be combined with screw jack	24	7.00	168.00
Staging:	4fStandard steel pipe, can be combined with screw jack	36	5.00	180.00
Staging:	2fStandard steel pipe, can be combined with screw jack	12	3.00	36.00
Staging:	2fFor adjusting height of uneven terrain. Max adjustment 1.5 ft.	72	2.00	144.00
Staging:	Gu44" tall guard rail 4ft wide	25	10.00	250.00
Staging:	StAdjustable Unit Max Height 56", Min Height 28"	2	100.00	200.00
Staging:	LaPer Platform, Includes complete setup and strike	44	10.00	440.00
Staging:	StPrice dependent on distance from warehouse. Includes delivery and pickup.	1	150.00	150.00
	Subtotal			4,748.00
Lighting:	Video Wall will be 16ft x 10ft, 16:9 ratio Includes all hardware and cables necessary to run Video for event.	1	6,500.00	6,500.00
Lighting:	LVideo Engineer to operate video wall for the entire event	1	350.00	350.00
	Subtotal			6,850.00
Truss:	Truss Includes: Base Plate, Sleeve Block, Top Plate, One Ton Chain Hoist, Up to 4 Outriggers, 1 Meter Truss, 2 Meter Truss, 3 Meter Truss.	6	250.00	1,500.00
Truss:	3 me3 meter (9.78ft) Global Truss	18	75.00	1,350.00
Labor	Setup of Truss Structure	1	1,500.00	1,500.00
	Subtotal			4,350.00
Labor	Labor Set up and Strike	1	3,500.00	3,500.00
Lighting:	LLighting Engineer	1	350.00	350.00
Sound:	AudiFor entire event. Front of House	1	350.00	350.00
Sound:	AudiFor entire event. Monitor Desk	1	350.00	350.00
	Subtotal			4,550.00

Total:				\$27,798.00

