



**LETTER AGREEMENT BETWEEN
SUNDOG INC. DBA SOLA-LITE AND CITY OF COACHELLA**

September 24, 2025

Matthew Acuff
P.O. Box 11571, Palm Desert, CA 92255

Re: Letter of Agreement for the Installation of Fall Protection Security Screens and Roof Access Hatches at the Corporate Yard, Civic Center and Senior Center

Dear Mr. Acuff:

This letter shall be our Agreement regarding the described below ("Services") to be provided by Sola Lite ("Contractor") as an independent contractor to the City of Coachella for the City's Fall Protection at the City Corporate Yard, Civic Center and Senior Center ("Project").

The Services to be provided include the following: Install Skylight Fallguard Protection Security Screens and Roof Access Hatch Safety Railing and Gate at the Corporate Yard, Civic Center and Senior Center; all labor and material to be included. 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 expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$43,970.00 .

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 Laws.

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 meets 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 December 1, 2025, 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, attorneys 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 attorneys 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, officials 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

Approved by:

William B. Pattison Jr.
City Manager

Approved as to Form:
BEST, BEST & KRIEGER

City Attorney

Attest:

Angela M. Zepeda
City Clerk

CONTRACTOR

Reviewed and Accepted by Contractor:

Signature

Name

Title

Date

Estimate #118791

**Billing Address**

City of Coachella
53462 Enterprise Way
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Service Address

53462 Enterprise Way
53462 Enterprise Way
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Send Payment To

SOLA LITE
P.O. Box 11571
Palm Desert CA 92255
+17607795591
showroom@puresunlight.com

Estimate Date	07/23/25
Sent On	09/05/25
Total	\$27,904.00
Payments	\$0.00
Balance	\$27,904.00

Contact: Janet Lara
442 400 1382

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Misc Parts, Installed	Acra-Guard Fall Protection Security Screen for 4'x 8' skylight Price includes the material, tax, and labor.	\$723.00	×	28.0	\$20,244.00
Misc Parts, Installed	Roof Access Hatch Safety Railing & Gate Price includes the material, tax, and labor.	\$3,555.00	×	2.0	\$7,110.00
991 Roof Loading	Roof Loading Fee: May involve crane and/or additional equipment/manpower.	\$550.00	×	1.0	\$550.00
				Subtotal	\$27,904.00
				Tax	\$0.00
				Total	\$27,904.00

Payments

Date	Type	Amount
No payments		

Notes

Estimates valid for 60 days. Deposit may be required at time of order. Balance due at time of installation/delivery.
Payment by credit card may be subject to a 4% fee; Visa, Mastercard, and Discover accepted.

CA General Contractor Lic. #953443

Terms

By default, installations on 2-story homes will entail an additional \$300 fee per unit; this fee may be modified or waived at the discretion of the installer.

Installation may call for additional charges in situations including but not limited to: tube lengths over 6ft, angles over 30° from vertical (aka "horizontal install"), roof Turret Extensions, Ceiling heights over 12 feet, Roof pitches 6:12 or steeper, roofs over 20ft high, any situations requiring scaffolding or additional roof safety measures, metal roofs, "double roofs" (i.e. a single penetration that passes through multiple roof decks), installs through 2nd-story floor, any additional insurance costs (i.e. certain types of endorsements, waivers of subrogation, wrap-policies, performance bonds, etc.) if required, and other costs unknown at time of quote. Third-party compliance such as City and/or HOA (Home-owner's Association or Country Club) fees, permits, or approvals, if any, are the property owner's responsibility. Additional service call fees may apply if installation requires multiple visits.

Estimate #118810

**Billing Address**

City of Coachella
53462 Enterprise Way
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Contact: Janet Lara
442 400 1382

Service Address

Coachella Civic Center
53990 Enterprise Way
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Contact: Janet Lara
+14424001382

Send Payment To

SOLA LITE
P.O. Box 11571
Palm Desert CA 92255
+17607795591
showroom@puresunlight.com

Estimate Date	07/23/25
Total	\$8,956.00
Payments	\$0.00
Balance	\$8,956.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Misc Parts, Installed	Skylight Fallguard Protection Security Screen for Model 9797 acrylic skylight Price includes the material, tax, and labor.	\$4,851.00	×	1.0	\$4,851.00
Misc Parts, Installed	Roof Access Hatch Safety Railing & Gate Price includes the material, tax, and labor.	\$3,555.00	×	1.0	\$3,555.00
991 Roof Loading	Roof Loading Fee: May involve crane and/or additional equipment/manpower.	\$550.00	×	1.0	\$550.00
Subtotal					\$8,956.00
Tax					\$0.00
Total					\$8,956.00

Payments

Date	Type	Amount
No payments		

Notes

Estimates valid for 60 days. Deposit may be required at time of order. Balance due at time of installation/delivery. Payment by credit card may be subject to a 4% fee; Visa, Mastercard, and Discover accepted.

CA General Contractor Lic. #953443

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Estimate #118811

**Billing Address**

City of Coachella
53462 Enterprise Way
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Contact: Janet Lara
442 400 1382

Service Address

Coachella Senior Center
1540 7th Street
Coachella CA 92236 United
States
jlara@coachella.org
+1 442 400 1382

Contact: Janet Lara
+14424001382

Send Payment To

SOLA LITE
P.O. Box 11571
Palm Desert CA 92255
+17607795591
showroom@puresunlight.com

Estimate Date	07/23/25
Total	\$7,110.00
Payments	\$0.00
Balance	\$7,110.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Misc Parts, Installed	Roof Access Hatch Safety Railing & Gate Price includes the material, tax, and labor.	\$3,555.00	×	2.0	\$7,110.00
				Subtotal	\$7,110.00
				Tax	\$0.00
				Total	\$7,110.00

Payments

Date	Type	Amount
No payments		

Notes

Estimates valid for 60 days. Deposit may be required at time of order. Balance due at time of installation/delivery. Payment by credit card may be subject to a 4% fee; Visa, Mastercard, and Discover accepted.

CA General Contractor Lic. #953443

Terms

By default, installations on 2-story homes will entail an additional \$300 fee per unit; this fee may be modified or waived at the discretion of the installer.

Installation may call for additional charges in situations including but not limited to: tube lengths over 6ft, angles over 30° from vertical (aka "horizontal install"), roof Turret Extensions, Ceiling heights over 12 feet, Roof pitches 6:12 or steeper, roofs over 20ft high, any situations requiring scaffolding or additional roof safety measures, metal roofs, "double roofs" (i.e. a single penetration that passes through multiple roof decks), installs through 2nd-story floor, any additional insurance costs (i.e. certain types of endorsements, waivers of subrogation, wrap-policies, performance bonds, etc.) if required, and other costs unknown at time of quote. Third-party compliance such as City and/or HOA (Home-owner's Association or Country Club) fees, permits, or approvals, if any, are the property owner's responsibility. Additional service call fees may apply if installation requires multiple visits.