

LETTER AGREEMENT BETWEEN PB LOADER CORPORATION AND CITY OF COACHELLA

June 8, 2022

PB Loader Corporation
5778 W. Barstow
Fresno, CA 93722-5024

Re: Letter of Agreement for Purchase of 2023 Freightliner M2 106 Patcher Truck

Dear Mr. Adam Stowers:

This letter shall be our Purchase Agreement regarding the 2023 Freightliner M2 106 Patcher Truck described below (“Services”) to be provided by PB Loader Corporation, a corporation, (“Contractor”) as contractor to the City of Coachella for Patcher Truck (“Project”).

The Services to be provided include: purchase of a new 2023 Freightliner M2 106 Patcher Truck. 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 not to exceed amount of Two Hundred Thousand Sixty-Six Thousand and Four Hundred Forty Nine Dollars and Sixty Five Cents (\$266,449.65).

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. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if 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. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Invoices shall be submitted to the City after unit is delivered. 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 June 30, 2023, 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.

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

PB LOADER CORPORATION

Approved by:

Reviewed and Accepted by Contractor:

Gabriel D. Martin
City Manager

Date

Approved as to Form:

Carlos Campos
City Attorney

EXHIBIT "A"



**QUOTATION
NO. 11452**

CITY OF COACHELLA
53462 ENTERPRISE WAY STE 1
COACHELLA, CA 92236-2709
SOURCEWELL MEMBER ID # 76971

DATE: 5/31/2022
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
PB LOADER CONTRACT NO. 052417-PBL				
SOURCEWELL CONTRACT - LISTED PRICES				
1	51619-00	PATCHER BOX & ACCESSORIES MODEL BC-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		\$82,174.00
1	50555-00	LPG TANK 35 GAL W/ BRACKETS - IN LIEU OF 25GAL.		\$1,534.00
1	50630-01	ELECTRIC HEATING SYSTEM - 220V - 6KW		\$3,028.00
1	7065-00	25' POWER CABLE 220 VOLT		\$555.00
1	6024-00	THERMOMETER 0-300		\$224.00
1	5978-00	AIR BLOW GUN W/ 25' HOSE		\$1,671.00
1	50560-00	SOLVENT PUMP & WAND		\$1,379.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR AIR		\$477.00
1	5395-00	HOSE REEL - 1/2" X 50' FOR EMULSION		\$587.00
1	50150-24	SPOILS BIN 24"		\$2,968.00
1	50200-00	CAB GUARD W/ PB LOGO AND PERFORATED WINDOW		\$1,269.00
1	MODS-51	20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		\$3,272.00
1	50635-00	CAB CONTROLS (TOP LIDS)		\$660.00
1	7000-36	TOOL BOX 36"		\$1,002.00
1	5999-00	LOCKABLE SIDE TOOL BASKET		\$1,793.00
1	2120-00	DUAL ASPHALT LUTE HOLDER - BRKT		\$173.00
1	MODS-56	DIP TANK - SHOVEL SIZED WITH SEALED TOP		\$840.00
1	50563-00	PIVOTAL ASPHALT CHUTE		\$1,223.00
1	50180-00	PIVOTAL ASPHALT CHUTE EXTENSION		\$140.00
2	7302-00	FRAME MNT CONE HOLDER (MALE)	\$321.00	\$642.00
1	129-00	WATER IGL00 (5 GAL.) W/BRKT ASSY		\$376.00
HYDRAULIC TOOL CIRCUIT & EQUIPMENT OR AIR COMPRESSOR & EQUIPMENT				
1	50480-00	HYDRAULIC TOOL CIRCUIT		\$2,788.00
1	5399-00	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER		\$1,525.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD		\$4,078.00
1	7024-01	LOCKABLE HAMMER HANGER		\$333.00
COMPACTOR LIFT OR ROLLER LIFT & ACCESSORIES				
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		\$3,126.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA		\$3,022.00
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		\$376.00
LIGHTS & SAFETY EQUIPMENT				
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CTRL		\$2,988.00
2	695-240	WHELEN LED MICRONS MCRNSA	\$573.00	\$1,146.00
4	695-058V	WHELEN 500V LED 5V3A - TWO AT REAR, ONE DRIVER SIDE, ONE PASSENGER SIDE	\$803.00	\$3,212.00
1	7230-00	ECCO SA 901 BACKUP ALARM		\$246.00
1	MODS-37	ECCO EC7000-QK BACKUP CAMERA SYSTEM (MONITOR W/ SOUND + 1 CAM)		\$1,447.00
EMULSION SYSTEM & ACCESSORIES				
1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		\$12,150.00
1	55320-35	BOLT ON CLEAN OUT FOR BH EMULSION SYSTEM		\$1,328.00
1	MODS-73	DRAW OFF VALVE		\$764.00
SUB TOTAL:				\$145,469.00
3% SOURCEWELL DISCOUNT:				(\$4,364.00)
MARKET PRICE CHASSIS				
1		2023 FREIGHTLINER M2 106 CHASSIS, CUMMINS L9 300HP ENGINE ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 33,000 GVWR LEAF SPRING SUSPENSION, 60-GALLON ALUMINUM FUEL TANK, AIR BRAKES, STEEL WHEELS CAB PAINTED WHITE		\$102,251.00
TOTAL:				\$243,356.00
SALES TAX (8.75%):				\$21,293.65
FREIGHT:				\$1,800.00
TOTAL WITH FREIGHT:				\$266,449.65
NOTES:				
1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY.				
2. PB LOADER REQUIRES A 142" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.				
3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER				
4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.				
5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON				
Delivery times are approximate.				

BC PATCHERS



WORLD CLASS PATCHERS SINCE 1957

PB DELIVERS **PROVEN** PATCHERS TO MEET YOUR NEEDS

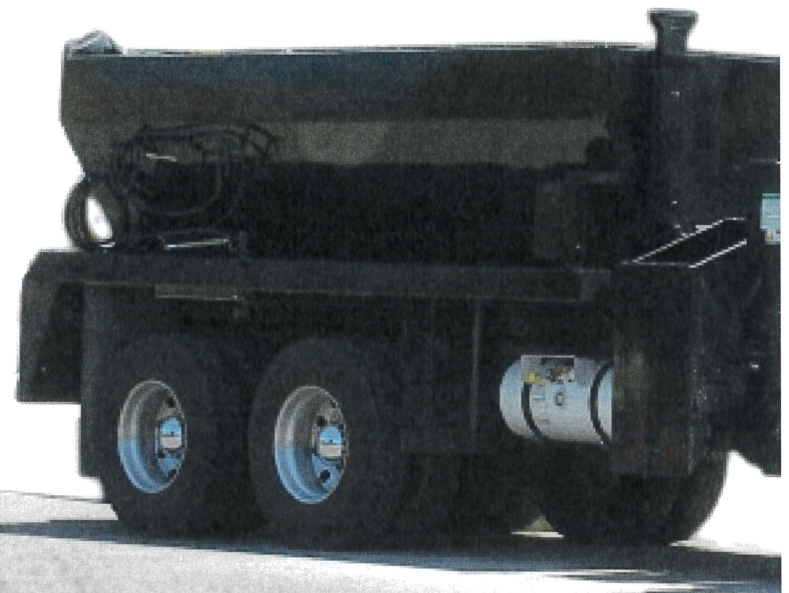
HOT PATCHING IS THE BEST METHOD

Highway engineers and street maintenance supervisors know that hot-mix is the most effective technique for repairing potholes. The best way to make a permanent patch is to remove the old material, create a firm base, tack the hole edges, add asphalt mix, compact the material and seal the patch. Hot patches are more durable and last longer than any other patching methods.

PB IS THE RIGHT CHOICE

At PB, we understand pothole patching. For over 45 years, we've been designing quality pothole patchers that are durable, long-lasting and built for year-round patching operations.

When you need a pothole patcher, look to PB. From truck-mounted patchers to dump body slip-in, hook lift mount and trailer models, PB makes patching a whole lot easier.



Remove old material, create a firm base and tack the hole edges.



Add asphalt mix.

ONE PATCHER FOR ALL YOUR NEEDS

PB Patchers are fully equipped for complete asphalt patching and can be mounted on any chassis. Each unit is easy to operate, easy to maintain, and designed so that just one person can tackle patching jobs with just one machine. PB Patchers can also be used to repair road shoulders and utility cuts, as well as spread salt, sand and chippings.



QUALITY BUILT WITH PROVEN FEATURES

- Conveyor Choices
- Full Hydraulic Operation
- Radiant Heat System
- Fully Insulated Containers
- Convenient Controls
- Complete Emulsion Systems

PB Makes Pothole Patching Easy...With One Machine



Compact asphalt material.



Seal and make a permanent patch!

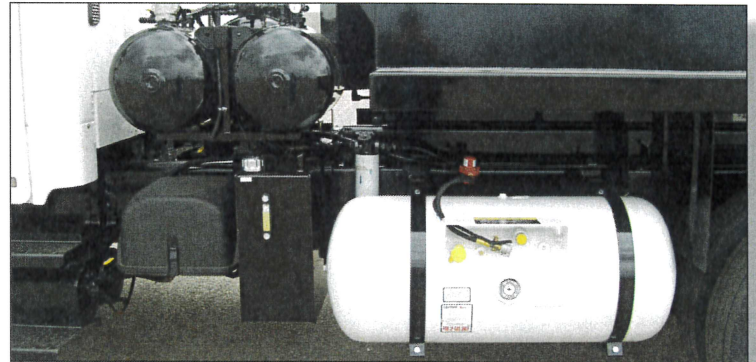
FULLY EQUIPPED PATCHERS FOR YEAR-ROUND OPERATION

ADJUSTABLE RADIANT HEATING SYSTEMS



Adjustable Temperature Keeps Asphalt Hot

The Radiant Heat System on PB Patchers keeps asphalt hot for a full shift. Welded heat tubes spread the heat throughout the asphalt container. Temperature range is adjustable from 100° to 300°.



Convenient Heat Sources To Meet Your Needs

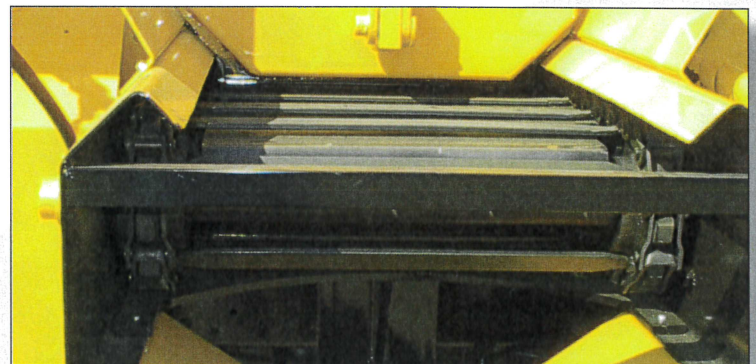
LPG available in 25, 35 or 50 gallon capacity; upright or horizontal styles. LPG Tanks are easily accessible for refilling and storage. (CNG, Diesel and Electric are also available only with on-board generator and electric overnight plug-in).

CONVEYOR CHOICES FOR SMOOTH OPERATION



Heavy Duty Kevlar Conveyor Belt

An extremely durable, long-lasting Kevlar belt moves asphalt out of the container for continuous operation.



Heavy Duty Steel Chain Conveyor

Equipped with strong steel chain that's heat-treated and engineered specifically to smoothly move asphalt from the container box. Superior strength ensures extended wear life.

800-350-8521

FULLY INSULATED CONTAINERS AND DOORS



Any Capacity To Meet Your Requirements

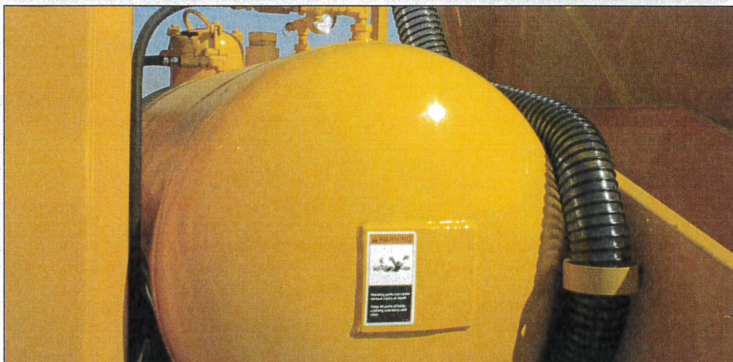
Available in 1.5 to 10 cubic yard capacity. Fully insulated with 2" of industrial fiberglass insulation. Custom sizes also available; please contact us for details.



Fully Insulated Top Loading Doors

Hydraulically operated and fully insulated with 2" of industrial fiberglass insulation. Keeps asphalt hot all day and night, even during winter. Heats cold mix.

WORLD CLASS EMULSION SYSTEMS



CS Model Emulsion Spray System

Compressed air type sprayer. Sizes available: 35, 60, 130 and 200 gallon. Optional solvent tank and overnight heat system.



BH Model Emulsion Spray System

Pump type sprayer includes everything you need for tack coating. Holds 132 gallons of emulsion and 21 gallons of solvent. Includes spray system and built-in 110 VAC electric heater to keep emulsion hot overnight.

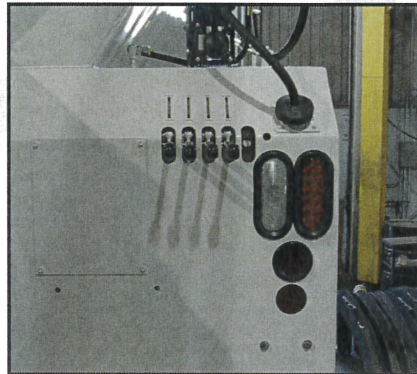
PB can customize a patcher to meet your exact needs.

PB Patchers simplify asphalt patching with a full range of operator features that improve productivity and lower patching costs. Each PB Patcher is also available with a variety of special options to meet your particular patching requirements. Contact us today and PB will customize a patcher to meet your needs.

MORE **OPTIONS** THAN ANY OTHER MANUFACTURER



Roller Transport Device



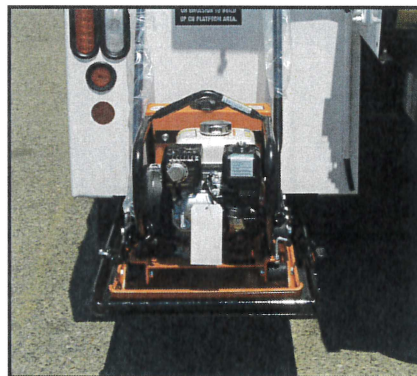
Convenient Controls



Lockable Tool Basket



Hydraulic Tool Circuit



Compactor Plate



Shoveling Apron



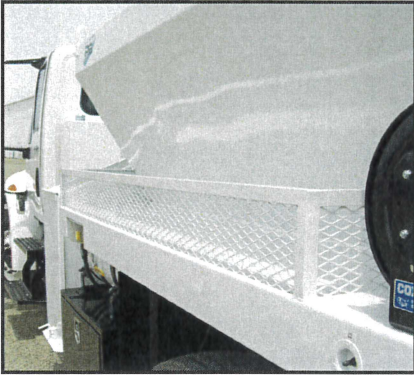
Catwalks for Accesibility



Arrow Board with Bracket



Water Tank



Open Tool Basket



Side Dumping Conveyor



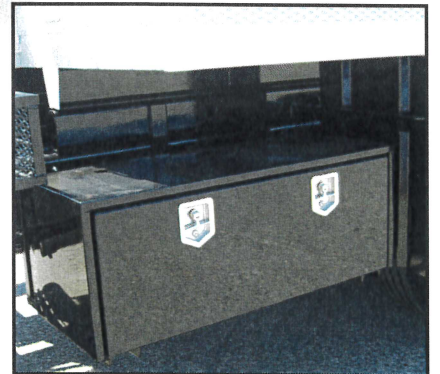
Vibratory Roller



Spoils Bin



Hydraulic Vanair Compressor



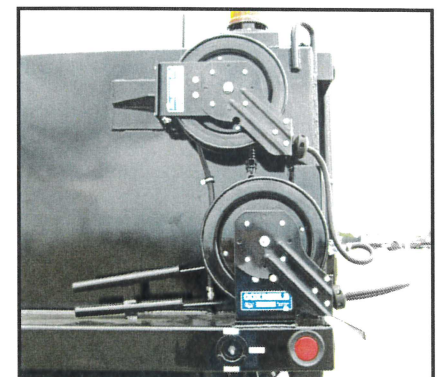
Underdeck Tool Box



Pivoting Asphalt Chute



Safety Cone Holders



Retractable Hose Reels

VARIETY OF **MODELS** TO MAKE YOUR CHOICE EASY



Truck Mounted Patcher

Our top of the line, fully equipped asphalt patcher. Permanently mounted on any chassis. One machine for all of your year-round patching needs. Available with a variety of options and container capacities to meet your exact specifications.



Hook Lift Patchers

Turn your hook lifting equipment into an asphalt patcher. PB Hook Lift models are completely equipped and allow for simple one-person, in-cab operation. Easy to load on and easy to load off. PB Hook Lift patchers can fit any existing hook lift system on the market. Available with all the options and features of a truck-mounted patcher.



Dump Body Slip-in

Converts an existing dump body into a patcher! Completely self-contained. Slides into a dump body within minutes. The perfect solution for cities and towns that do not regularly perform patching operations.



Trailer Models

PB Trailer Patchers provide another convenient way to handle patching operations. Hook up the trailer to a dump truck or pick-up truck. Equipped with all the standard features you need.



Contract # 052417-PBL