



City of Coachella

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 \* Fax (760) 398-1630 \* [www.coachella.org](http://www.coachella.org)

April 28, 2021

Quick Crete Products Corp.  
731 West Parkridge, Norco, CA 92860  
Re: Letter of Agreement for City Hall Fountain Bowl Purchase

Dear Mr. Rick Crook:

This letter shall be our Agreement regarding the purchase of City Hall Fountain Bowl Replacement described below ("Services") to be provided by Quick Crete Products Corp., a corporation, ("Contractor") as an independent contractor to the City of Coachella for the City's City Hall Fountain Bowl Replacement ("Project").

The Services to be provided include the following: fabrication and delivery of a precast concrete fountain bowl measuring 14"W x 37 7/8"L x 18"HT inches. 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 not exceed twenty-one thousand six hundred ninety-seven dollars and eighty cents (\$21,697.80).

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.



Invoices shall be submitted to the City 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 July 31, 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, 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

**CONTRACTOR**

*Reviewed and Accepted by Contractor:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT 'A'



# Price Quotation

Quote No. 0150987  
Quote Date 4/6/2021

SOLD TO: 01-COCHELL  
CITY OF COACHELLA  
53462 ENTERPRISE WAY  
COACHELLA, CA 92236

SHIP TO: CCFR  
COACHELLA FOUNTAIN REPLACEMENT  
ADDRESS \_\_\_\_\_  
XST \_\_\_\_\_  
COACHELLA, CA

Confirm To: JANETH LARA  
Phone: (760) 501-8130 Ext: \_\_\_\_\_ Fax: (760) 398-1630  
Email Address: jlara@coachella.org

Ship To Contact: JANETH LARA  
Phone: 442-400-1382 Ext: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: jlara@coachella.org

Customer P.O.	Terms of Quotation	Salesperson	Specifier
	NET 30 / NON-CANCELLABLE P.O.	GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
CUSTOMSW 14"W x 37 7/8"L x 18"HT RADIUS (R=91") PRECAST CONCRETE FOUNTAIN BASIN WALL WITH CAST S.S. INSERTS ON INSIDE OF WALL TO CONNECT AND ALIGN BASIN WALLS WITH NON CORROSIVE SEATWALL BRACKETS AND WITH CAST S.S. INSERTS AT BOTTOM FOR ANCHORING WITH CORROSIVE RESISTANT COIL RODS. DETAIL PER QCP DRAWINGS 101935-9 C-SAND WITH HYCRETE, T-SANTA FE SANDBLAST, 511 POUROUS PLUS SEALER (AQUALOK)  ***TO MATCH PREVIOUS ORDER 101935***  ***APPROX UNIT WEIGHT= 646 LBS*** ***ALL ELECTRICAL AND PLUMBING SUPPLIED AND INSTALLED BY OTHERS***	16.00	EACH	1,247.00	19,952.00
SWPLT-2X8/SS 2"W. X 8 1/2"L. STAINLESS STEEL SEATWALL PLATE	16.00	EACH	0.00	0.00
BLTH1/2X1.5SS 1/2" X 1 1/2"L. HEX HEAD BOLT S.S.	32.00	EACH	0.00	0.00
WSH1/2SS 1/2" WASHER STAINLES STEEL	32.00	EACH	0.00	0.00

\*\*\*PLEASE NOTE\*\*\*

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

\*\*\*MANUFACTURER'S ESTIMATE\*\*\*  
QUICK CRETE IS NOT RESPONSIBLE FOR THE TAKE-OFF PROVIDED, DIMENSIONS, QUANTITIES, APPROPRIATENESS OF THE PRODUCTS FOR CUSTOMER'S APPLICATION, ETC....WHICH ARE THE RESPONSIBILITY OF THE CUSTOMER.

\*\*\*INSUFFICIENT SPECIFICATIONS\*\*\*  
QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY ONCE SUBMITTALS ARE APPROVED FOR PRODUCTION.  
PROJECT SPECIFICATIONS WERE UNAVAILABLE OR NOT SUPPLIED TO QUICK CRETE WHEN BIDDING THIS PROJECT. QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING UPON RECEIPT OF THE PROJECT SPECIFICATIONS.  
\*\*\*QUICK CRETE PRODUCTS CORP. RESERVES THE RIGHT TO MODIFY ANY PRODUCT, DUE TO MATERIAL LIMITATIONS AND MANUFACTURING METHODS\*\*\*





# Price Quotation

Quote No. 0150987  
Quote Date 4/6/2021

SOLD TO: 01-COCHELL  
CITY OF COACHELLA  
53462 ENTERPRISE WAY  
COACHELLA, CA 92236

SHIP TO: CCFR  
COACHELLA FOUNTAIN REPLACEMENT  
ADDRESS \_\_\_\_\_  
XST \_\_\_\_\_  
COACHELLA, CA

Confirm To: JANETH LARA  
Phone: (760) 501-8130 Ext: \_\_\_\_\_ Fax: (760) 398-1630  
Email Address: [jlara@coachella.org](mailto:jlara@coachella.org)

Ship To Contact: JANETH LARA  
Phone: 442-400-1382 Ext: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: [jlara@coachella.org](mailto:jlara@coachella.org)

Customer P.O.	Terms of Quotation	Salesperson	Specifier
	NET 30 / NON-CANCELLABLE P.O.	GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
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When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on June 06, 2021**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

P.O. Box 639, Norco, CA 92860

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount:	19,952.00
Sales Tax:	1,745.80
<b>Total Amount (USD):</b>	<b>21,697.80</b>





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NET 30 / NON-CANCELLABLE P.O.		GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
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### TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Britteney Johnson \_\_\_\_\_ 04/06/2021 \_\_\_\_\_  
 Quick Crete Products Corp. \_\_\_\_\_ Date \_\_\_\_\_ Customer Authorization \_\_\_\_\_ Date \_\_\_\_\_