

CITY OF COACHELLA

June 2, 2020

Sierra Mat & Rubber Company
P.O Box 30
Ripon, CA 95366

Re: Letter of Agreement for Rubber Mulch Material at De Oro Park Playground.

Dear: Mr. Loren Jessop

This letter shall be our Agreement regarding the purchase and delivery of 72,000 lbs. of rubber mulch described below ("Services") to be provided by Sierra Mat & Rubber Company ("Contractor") as an independent contractor to the City of Coachella for the City's Rancho de Oro Park ("Project").

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 \$28,500.00.

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 June 30, 2020 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

Approved by:

William B. Pattison, Jr.
City Manager

Approved as to Form:

Carlos Campos
City Attorney

CONTRACTOR

Reviewed and Accepted by Contractor:



Signature

Loren Jessop

Name

Owner

Title

6-2-20

Date

EXHIBIT "A"

PLANS AND SPECIFICATIONS

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

| Product Description and Material Type (provide site name) | Product Weight (pounds) | / (divided) | Passenger Tire Equivalent (PTE) | = | Number of PTEs Diverted | x | Cost Per Tire | = | Material Cost (include tax/shipping) |
|--|----------------------------|----------------|---------------------------------------|---|----------------------------|---|------------------|---|---|
| <i>EXAMPLE:</i> Mulch - Rubber - ABC Playground | 115,500 | / | 12 pounds/tire | = | 9,625 PTEs | x | \$ 3.79 | = | \$ 36,478 |
| Mulch - Rubber for Rancho De Oro Parks | 72,000 | / | 12 pounds /tire | = | 6,000 | x | \$ 4.75 | = | \$ 28,500 |

Under the laws of California, I certify under penalty of perjury that I am legally authorized to contractually bind and make the following representations on behalf of the above-named Product Provider, and pursuant to that authorization I further certify under penalty of perjury: 1) that all information provided herein is true and correct; 2) that the tire material in the product(s) described above and to be sold to the above-named Grantee is (or will be) from only California-generated waste tires; 3) that the waste tires were (or will be) processed and manufactured into a final product in California; 4) that the above-named Grantee and CalRecycle can rely on this certification for purposes of incurring and reimbursing costs, respectively; 5) that the above-named Product Provider acknowledges that if the tire material in the product(s) cannot be verified to be from only California-generated waste tires and/or that the waste tires were not processed and manufactured into a final product in California, the Product Provider will be considered for placement on the CalRecycle Unreliable List (14 CRR § 17050 et seq.), in addition to any other action(s) the Grantee and/or CalRecycle may have against the Product Provider; 6) that the total amount of the "Material Cost" excludes the cost of truck tire buffings, if any; and, 7) that the Product Provider did not receive any other CalRecycle incentives or grants for the Tire-Derived Product.

Audit/Records Access: The Product Provider agrees to be bound by the Audit/Records Access provision in the Terms and Conditions of the above-referenced Grant. Please contact Grantee or CalRecycle for a copy of the Terms and Conditions

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| Signature of Authorized Signer for Product Provider:  | Print Name: Loren Jessop | Title: Owner | Date: 6-12-19 |
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CITY OF COACHELLA

June 2, 2020

Sierra Mat & Rubber Company
P.O Box 30
Ripon, CA 95366

Re: Letter of Agreement for Rubber Mulch Material at Dateland Park Playground.

Dear: Mr. Loren Jessop

This letter shall be our Agreement regarding the purchase and delivery of 104,000 lbs. of rubber mulch described below ("Services") to be provided by Sierra Mat & Rubber Company ("Contractor") as an independent contractor to the City of Coachella for the City's Rancho de Oro Park ("Project").

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 \$41,097.00.

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 June 30, 2020 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

Approved by:

William B. Pattison, Jr.
City Manager

Approved as to Form:

Carlos Campos
City Attorney

CONTRACTOR

Reviewed and Accepted by Contractor:

Signature

Name

Title

Date

EXHIBIT "A"


PLANS AND SPECIFICATIONS

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

| Product Description and Material Type (provide site name) | Product Weight (pounds) | / (divided) | Passenger Tire Equivalent (PTE) | = | Number of PTEs Diverted | x | Cost Per Tire | = | Material Cost (include tax/shipping) |
|--|----------------------------|----------------|---------------------------------------|---|----------------------------|---|------------------|---|---|
| <i>EXAMPLE:</i> Mulch - Rubber - ABC Playground | 115,500 | / | 12 pounds/tire | = | 9,625 PTEs | x | \$ 3.79 | = | \$ 36,478 |
| Mulch - Rubber for Dateland Park | 104,000 | / | 12 pounds/tire | = | 8,666.67 | x | \$ 4.741955871 | = | \$ 41,097 |

Under the laws of California: I certify under penalty of perjury that I am legally authorized to contractually bind and make the following representations on behalf of the above-named Product Provider, and pursuant to that authorization I further certify under penalty of perjury: 1) that all information provided herein is true and correct; 2) that the tire material in the product(s) described above and to be sold to the above-named Grantee is (or will be) from only California-generated waste tires; 3) that the waste tires were (or will be) processed and manufactured into a final product in California; 4) that the above-named Grantee and CalRecycle can rely on this certification for purposes of incurring and reimbursing costs, respectively; 5) that the above-named Product Provider acknowledges that if the tire material in the product(s) cannot be verified to be from only California-generated waste tires and/or that the waste tires were not processed and manufactured into a final product in California, the Product Provider will be considered for placement on the CalRecycle Unreliable List (14 CRR § 17050 et seq.), in addition to any other action(s) the Grantee and/or CalRecycle may have against the Product Provider; 6) that the total amount of the "Material Cost" excludes the cost of truck tire buffings, if any; and, 7) that the Product Provider did not receive any other CalRecycle incentives or grants for the Tire-Derived Product.

Audit/Records Access: The Product Provider agrees to be bound by the Audit/Records Access provision in the Terms and Conditions of the above-referenced Grant. Please contact Grantee or CalRecycle for a copy of the Terms and Conditions.

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| Signature of Authorized Signer for Product Provider:  | Print Name: Loren Jessop | Title: Owner | Date: 6-12-19 |
|---|------------------------------------|------------------------|-------------------------|