

# CITY OF COACHELLA

April 04, 2022

Egan Civil, Inc.  
42945 Madio Street, Suite A  
Indio, Ca 92201

Re: Letter of Agreement for Engineering & Landscape Services for Renovations to the Tot Lot along Avenue 53 and Calle Empalme.

Dear: Mr. Benjamin Daniel Egan

This letter shall be our Agreement regarding Engineering & Landscape Services for Renovations to the Tot Lot. ("Services") to be provided by Egan Civil, Inc. ("Contractor") as an independent contractor to the City of Coachella for the City's Engineering & Landscape Services for Renovations to the Tot Lot. ("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 \$24,800.00.

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.

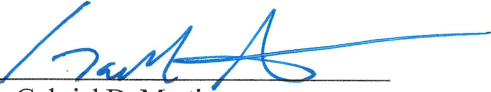
Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by July 03, 2022 unless extended by the City in writing. The 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.

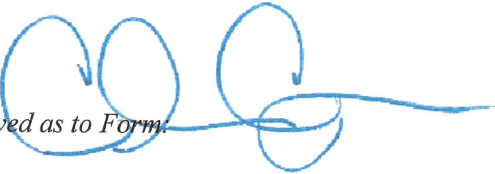
**CITY OF COACHELLA**

*Approved by:*



Dr. Gabriel D. Martin  
City Manager

*Approved as to Form.*



Carlos Campos  
City Attorney

**CONTRACTOR**

*Reviewed and Accepted by Contractor:*



Signature

BENJAMIN EGAN, PE

Name

PRINCIPAL

Title

4/4/2022

Date

**EXHIBIT "A"**

**PLANS AND SPECIFICATIONS**

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

**PROJECT FEE:**

Task 1	Topographic Base Mapping	\$3,200
Task 2	Concept Plan	\$4,600
Task 3	Site Improvement Plan	\$9,200
Task 4	Specification & Bid Document	\$2,000
Task 5	Opinion of Probable Construction Costs	\$1,600
Task 6	Agency Coordination	\$4,200
<b>TOTAL</b>		<b>\$24,800</b>



42945 Madio Street  
Suite A  
Indio, CA 92201

February 25, 2022

Mr. Gabriel Martin, Ph.D  
City Manager  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236  
Sent Via Email

**Subject: Proposal for Engineering & Landscape Services for Renovations to the Tot Lot along Avenue 53 and Calle Empalme, Coachella CA  
Egan Civil Proposal: 20221022**

Dear Gabriel:

Per your request, Egan Civil understands the City wishes to provide improvements to the Avenue 53 Tot Lot at the intersection with Calle Empalme. Through discussions with City staff, we understand the project should include a block wall along the north property line to provide privacy to the neighbor to the north, bollard lighting, new playground equipment and surfacing within the equipment area, landscaping at the east side of the park and short metal fencing for user safety. In addition, the proposal will review the street improvement plans for the development south and west of the park site and provide recommendations to possible Avenue 53 striping to aid in slowing traffic to the extent possible.

The following is our proposed scope of work we propose for the tot lot park improvements.

**SCOPE OF WORK:**

**TASK 1: TOPOGRAPHIC BASE MAPPING**

Consultant will provide a field topographic survey to collect existing topographic data depicting the existing site improvements within the subject park. The collected feature shall include but are not limited to curb and gutter, sidewalk, fencing, utility structures, streetlights, signing, and pavement markings. A boundary survey will also be provided to ensure any proposed walls are constructed within the park's property.

**TASK 2: CONCEPT PLAN**

Consultant will prepare up to two concept plans for the proposed improvements to the park site. The concept plans will show a plan view only of the proposed renovations along with pictures of any proposed playground equipment and park amenities. If a site rendering will be required by the City, one can be prepared at an additional negotiated fee. With the Concept Plan submittal, the Consultant will also provide a Construction Cost Estimate to confirm the proposed construction improvements.

**TASK 3: SITE IMPROVEMENT PLAN**

Following City acceptance of the Concept Plan, Consultant will prepare detailed improvement plans. Plans will be prepared on 24"x36" sheets, at an appropriate scale, conforming to the current City standards. Consultant will submit the improvement plans to the City for review at 95% and 100% Mylar Screen check stages. Consultant will provide an electronic (PDF) improvement plan submittal for City review. If requested, hard copies of the plans will be provided to the City for review purposes.

**TASK 4: SPECIFICATION AND BID DOCUMENT**

Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work.

**TASK 5: OPINION OF PROBABLE CONSTRUCTION COSTS**

Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage including the concept plan.

**TASK 6: AGENCY COORDINATION**

Consultant will manage project management duties for the duration of the project to assure a cost-efficient, quality process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and continue to the end of construction. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project.

**PROJECT FEE:**

Task 1	Topographic Base Mapping	\$3,200
Task 2	Concept Plan	\$4,600
Task 3	Site Improvement Plan	\$9,200
Task 4	Specification & Bid Document	\$2,000
Task 5	Opinion of Probable Construction Costs	\$1,600
Task 6	Agency Coordination	\$4,200
<b>TOTAL</b>		<b>\$24,800</b>

Thank you for the opportunity to provide you with a proposal on this work. Please review the scope of work and fee and let me know if you have any comments or questions.

Respectfully submitted,



Benjamin Egan, PE, PLS  
Principal