



Landscape Maintenance RFP

Coachella Valley Public Cemetery District
Request for Proposal: Landscape Maintenance
Date Issued: November 18, 2025
Proposal Responses Due: December 30, 2025, 5:00 PM

1. INTRODUCTION

1(A). Background

The Coachella Valley Public Cemetery District (“District” or “CVPCD”) was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries include approximately 3,450 square miles. The District has performed over 24,000 interments and set over 15,000 grave markers. Records for all interments are available in the Cemetery’s Administration Office during business hours. The total District property consists of 60 acres, 29 of the 60 have been developed for interment purposes. The District estimates current property should meet the needs of the public through 2070.

The Coachella Valley Public Cemetery District is a Special District; a special-purpose governmental unit that exists independent from local governments such as counties and cities. The Coachella Valley Public Cemetery is one of over 265 public cemetery Districts in California which are supported, in part, by property taxes. A small portion of the property tax revenue that is collected from taxpayers within the Special District is part of the revenue the Cemetery relies on for its annual budget. Individuals who do not reside in or pay property taxes in this Special District are required by law to pay a surcharge to the District for interment in the Cemetery.

The District is governed by a Board consisting of five Trustees. Trustees are appointed by the Riverside County Board of Supervisors to serve a four-year term. The Board of Trustees generally meets once a month for regular business meetings.

1(B). RFP Purpose

The goal for the District is to provide best-in-class cemetery grounds for our constituents. The RFP will solicit bids from qualified companies to maintain the landscaping on District grounds. The District has unique needs, as landscaping maintenance includes weed eating around headstone markers, as well as accomplishing mowing on designated days. It is vitally important that companies submitting to bid understand these needs and are prepared to meet them.

Request for Proposal – Landscape Maintenance

1(C). Qualifying Questions

1. Has your company been in continuous operation for less than three years?
Yes__ No__
2. Does any employee or official of the District have any financial or other interest in your firm?
Yes__ No__
3. Has your company been disqualified by any public agency from participation in public contracts?
Yes __ No__

If the answer to any of the above is Yes, you may not qualify to participate in this bid. Contact the District for additional information. If the answer to all the above was No, please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY:

TYPE OF BUSINESS (circle applicable type): Corporation Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company

Other: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): _____

CONTRACTORS LICENSE NUMBER: _____

EXPIRATION DATE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder. For purposes of the Request for Proposal, “Responder” may also be referred to as Vendor, Contractor, Supplier, Proposer, Company or Firm.

Signature

Print Name

Date

Phone Number

2. RFP INSTRUCTIONS AND INFORMATION

2(A). RFP Contact

Name and Title: Joshua Bonner, General Manager
Agency: Coachella Valley Public Cemetery District
Address: 82925 Avenue 52, Coachella, CA 92236
Contact Information:
(760) 574-9906 (C)
(760) 398-3221 (O)
Josh.Bonner@DISTRICT.org

All postings in relation to this RFP will be published on the District website at DISTRICT.org under the “Public Notices” page.

2(B). RFP Evaluation Criteria

A District evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the District reserves the right to conduct on-site visits of any vendors’ facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the District Board of the items contained in the RFP response and any other items deemed appropriate by the District.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best product for the District with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the District (if applicable); on-site visits at vendor’s site (if applicable); product; any additional criteria deemed appropriate by the District which would lend itself to establishing the service provider’s viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor’s response, the following factors will be considered, any one of which will suffice to determine whether a potential vendor is a responsible vendor or if the vendor’s proposal is the most advantageous to the District:

1. The ability and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
3. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor’s ability to perform satisfactorily and complete items specified in the contract agreements.
4. The previous and existing compliance by the vendor with laws relating to the contractor services.
5. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.

6. The vendor is not qualified for the work or to the full extent of the RFP.
7. There is uncompleted work with the District or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon.
8. Such other information as may be secured having a bearing on the decision to award the contract.
9. Any other reason deemed proper by the District.

2(C) Notices and Response Criteria

2(C)1. Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the District's updating, expansion, revision, and amendment.

2(C)2. Right to Cancel

The reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

2(C)3. Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

2(C)4. Property of the District

Responses to this RFP will become the property of the District and will form the basis of negotiations of an agreement between the District and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting same, after contract award.

2(C)5. District not Liable for Costs

The District is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the District be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the District.

2(C)6. District's Expectations

During the review of this document, please note the District's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(C)7. Proposal Rejection; No Obligation to Buy

The District reserves the right to reject any or all proposals at any time without penalty. The District reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the District to make an award. The District may elect to proceed

further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

2(C)8. Right to Award

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(C)9. Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the District is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the District.

2(C)10. Errors in Proposal

The District will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The District reserves the right to make corrections or amendments due to errors identified in proposals by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(C)11. Scoring the Submissions

Each submission will be judged according to a fixed set of criteria. The criteria are:

- 40% on the approach of the proposal, including the ability to meet the RFP requirements
- 30% on the experience level and references of the contractor
- 30% on the total cost of the proposal

The District reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the District.

3. SCOPE OF SERVICES

3(A). Project Goals

The primary goal of this service is to maintain cemetery grounds in an aesthetically appealing state, minimizing any unwanted flaws in appearance, and presenting our visitors with a beautiful, tranquil location for the purpose of honoring the memory of their loved ones. This section describes the specifics regarding the actual work to be performed during the duration of the contract. Cemetery grounds require continuous and regular property landscape and maintenance services. For the purpose of this RFP, “cemetery grounds” is described below, including highlighted areas within the red box:



3(B). Contractor's License

A California State C-27 Landscaping License is required. Contractor's License shall be maintained in good standing throughout contract term, including renewal periods.

3(C). Contract Term

This agreement shall commence upon execution by both parties and shall continue for a period of two (2) years, with two (2) one-year optional renewal periods. The prices quoted (Appendix A) shall be fixed during the initial one-year period of this contract and price increases may be allowed thereafter as authorized by the District. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered.
- 2) Governmental or regulatory agency increases to the trade.
- 3) Consumer Price Index, All Urban Consumers (CPI-U) increases to the industry.

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The District shall be the sole judge as to whether a price increase will be allowed. Decreases in service prices will be allowed at any time. See Appendix B for sample contract.

3(D). Termination

The District may terminate this agreement and be relieved of any consideration to the Contractor should Contractor fail to perform in the manner required. See Appendix B for sample contract.

3(E). Maintenance and Landscape Services

The following is a general list of services to be contracted for as part of this RFP. The list below is not intended to cover every detail of the service agreement; responders are encouraged to ask any clarifying questions they may during the required walk through.

- Consult with District on needed fertilizer application for optimal health and appearance. Fertilizer will be applied through the Districts fertigation system.
- Condition turf through annual aeration.
- Apply rye seed during fall. Spot treat Bermuda in summer as needed. District will be responsible for sourcing, purchasing and supplying seed to contractor.

- Trim and maintain all flowers, shrubs, bushes and ground basins including replacing DG as needed (District will source/supply material).
- Ongoing mitigation of sand drift as needed.
- Grass to be mowed on one of two schedules:
Schedule A - Once weekly, every Tuesday, unless agreed otherwise in advance, in writing.
or
Schedule B - Twice weekly, every Tuesday (Sections 1–18, 24 & 30) and Thursday (Sections 19–23 & 26–29), unless agreed otherwise in advance, in writing. A map of cemetery sections is below:

6	12	18	24	30
5	11	17	23	29
4	10	16	22	28
Chapel	Memorial			
3	9	15	21	27
2	8	14	20	26
1	7	Office	19	

Mowing is not performed on cemetery grounds the week of the following holidays/occasions:

- Father's Day
- Mother's Day
- Dia de los Muertos
- Valentine's Day
- Christmas
- Memorial Day
- Easter
- No Mowing during annual scalping/seeding which also encompasses Thanksgiving (2-week period)

The no-mowing weeks for each of the above will be determined in advance annually by staff and communicated to the Contractor at the start of the calendar year to allow for proper planning and scheduling. Staff reserves the right to notify the contractor of additional changes in mowing days if required. Accomplishing mowing in a set window of time is necessary due to the family's desire to decorate the area of their lost loved ones. Mowing of the cemetery may begin at 7:00 AM and should be completed by 4:00 PM.

- Edging may be completed Mon-Fri, between 7:00 AM and 4:00 PM, at the contractor's discretion. Edging is to include the area around cemetery headstones, curbs, sidewalks, streets, and shrubbery beds. Headstones are of a particular concern and must be maintained in a state that honors the deceased. The following minimum hedging schedule for headstones is recommended:
November – March, no less than once per 30-days
April – October no less than twice per 30-days
This schedule may be reduced through use of growth regulator (State approved). The District has approximately 15,000 headstones on grounds. The District expects any vendor responding to this RFP to possess the necessary human resources to perform weed eating, and the ability to “staff up” to accommodate a more aggressive Summer schedule. Under no circumstances should headstones on District property have weeds growing across them.

Note – Contractor will have to coordinate mowing and edging to avoid active interment services.

- Contractor is responsible for the general landscape maintenance of each headstone on District property. No weed overgrowth, sand drift, or other landscaping impacts that hinder headstone visibility or state of care should be present at any time.

The following is what headstones should look like (at minimum) year-round:



The following is what headstones may look like during the summer season with more aggressive weed eating and use of growth regulator:



Headstones should never, at any point of the year, be overgrown or covered by weeds and/or grass (zero tolerance for this condition):



When growth regulator is used, weed eating must occur within 24 hours of application. Headstones must never be “burnt” in appearance as shown below:



Responders to this RFP should be aware the overall goal of this RFP is to always maintain the beauty of the cemetery, which includes well maintained grounds in all aspects of

landscape care, up to and including elements of care that may not be specifically addressed in this RFP.

3(E)1. Chemicals and Fertilizers

Contractor is to abide by Riverside County and the California Environmental Protection Agency regulations when applying any chemicals. Application of chemicals shall be made only by licensed employees.

All weed abatement chemicals, herbicides, and pesticides shall be provided at Contractor's sole expense.

3(F). Irrigation Services

- Maintain the irrigation system, to include replacement of broken sprinkler heads, water lines, and all other components that are part of the "water line" irrigation system (from the pump to the sprinkler heads).
- Be responsible for remedying brown spots in the grass, water puddling, and other issues related to improper watering and spray patterns.
- Must have the ability to remotely monitor watering system and pump 24/7, including response to after-hour alerts. Automated system should be operated off-hours with no staff or members of the community present (8:30PM to 7:00AM). Water distribution and run times will be established in partnership with District management, but Contractor will control and monitor irrigation system (Rainbird) and pump controls thorough remote applications and emergency response if required.

Note – when daytime irrigation is required, it must be supervised to ensure section(s) are clear of people prior to start.

Note: Replacement parts for irrigation will be supplied at the CVPCD's expense as needed.

3(G). Monthly Site Inspection

Each month, Contractor shall meet with the Contract Administrator for coordination of pending work requirements and inspection of work performed.

The Contract Administrator will determine if work performed is done satisfactorily. If performance is unacceptable, the Contractor will be required to correct all problem areas by the next monthly inspection. The Contract Administrator shall be the sole and undisputed judge of acceptability of all work performed.

3(H). Damages

Grass, shrubs, trees, fences, sidewalks, light fixtures, irrigation system, headstones or miscellaneous improvements damaged by the Contractor's employees are to be replaced or repaired by the Contractor to the satisfaction of the District, at no cost to the District. It

shall be the responsibility of the Contractor and the District to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

3(I). Employees

The Contractor shall employ only qualified workers who are skilled to conduct proper landscape maintenance services. Furthermore, Contractor is to maintain an adequate number of employees to satisfactorily perform scheduled operations.

Contractor shall designate a supervisor who will be at the worksite during all hours worked by the Contractor's personnel. The Contractor's supervisor shall act as the point of contact with the Contract Administrator for any onsite issues that may arise.

Each of the Contractor's employees shall be furnished, at Contractor's expense, a company uniform or uniform shirt to be worn at all times while on District premises. The name of the Contractor's company must be clearly identified on the outer jacket or shirt.

Contractor understands that they are an independent Contractor, and not an employee of the Coachella Valley Public Cemetery District. In addition, personnel performing work under this agreement shall be direct employees of the Contractor. Non-Contractor personnel, sub-contractors, day laborers, and minors (except as lawfully employed by the Contractor) are not to be permitted on the job site. At no time shall Contractor, or Contractor's employees, represent themselves as District staff.

To minimize potential spread of infectious disease, Contractor's employees who are sick or exhibiting signs of sickness should not be allowed on District premises until they have fully recovered. Contractor is responsible for assigning appropriate replacement staff to complete required work.

The District retains the right to require the Contractor to dismiss from the premises covered by this contract any employee whose conduct is improper, inappropriate, or offensive as determined by the District. Any employee dismissed shall not be reassigned on District premises by the Contractor without the prior written consent of the District.

3(J). Insurance

Respondent must provide proof of insurance. Insurance requirements are presented in detail within Appendix B, "Agreement for General Services".

3(K). Indemnification

Indemnification requirements are presented in detail within Appendix B, "Agreement for General Services".

3. SUMMARY OF RESPONSE

3(A). Required Walk-Through

All vendors submitting an RFP are required to schedule a walk-through of CVPCD grounds. Walk-through appointments may be scheduled Monday-Friday, during the following period: December 1, 2025, through December 12, 2025. Contact the General Manager via email to schedule a walk through. When communicating via email, please request a read receipt (follow up by phone if no response received within 48 hours).

Email: Josh.Bonner@CVPCD.org

Cell: (760) 574-9906

Vendors should check-in at the front office at least 5 minutes prior to the scheduled walk-through times above. The CVPCD office is located at 82925 Avenue 52, Coachella, CA. Respondents will be responsible for information and conditions covered at the walk-through. Walk-Throughs will take approximately 30 minutes to complete, please schedule accordingly. Failure to participate in a walk-through may disqualify the bid.

4(B). RFP QUESTIONS

Vendors and interested parties may submit questions regarding this RFP to the General Manager at josh.bonner@cvpcd.org (please request a read receipt, follow-up by phone if not received within 48 hours). All questions must be submitted by 5:00 PM on December 17, 2025. All responses to submitted questions will be publicly posted by December 22, 2025.

4(C). RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format:

1. Vendor shall create one original response (labeled "original") with original signature and two (2) identical copies (for a total of three (3) responses).
2. The original and each of the two (2) copies shall be securely packaged and sent to:

*Coachella Valley Public Cemetery District
Attn: Joshua Bonner - Landscaping Proposal
82925 Avenue 52
Coachella, CA 92236*

Responses may also be hand delivered to the District office. If delivering in-person, ask the front desk clerk for a written acknowledgment of receipt. The RFP name must be clearly written on the package.

Responses shall be submitted on or before December 30, 2025, at 5:00 pm and in a box of sufficient size to hold all the responses. There will be no public bid opening. Responses to

this RFP will become the property of the District and will not be returned. Responses delivered to the District after 5:00 pm on December 30, 2025, will be rejected regardless of date mailed.

3. Qualifying Questions and Proposal Price Certification (Appendix A)

4. Copy of Firm's Valid Business License and Insurance

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.

4(D). RFP RESPONSE SUBMITTAL RECOMENDATIONS

The CVPCD recommends each vendor cover the following topics in their proposal (at minimum):

- History of company.
- Minimum of five (5) references establishing professional work history.
- Approach to work, what makes you special? What separates your work from competitors?
- Detailed explanation of pricing.
- Detailed approach to meeting the unique weed eating needs of the District.
- Work force recruitment and retention efforts.
- Chain of command and lines of responsibility for our account.

4(E). RFP TIMELINE

The following timeline has been established for this RFP. The District will attempt to follow this timeline as closely as possible.

RFP Issued: November 18, 2025

RFP Walk Through Required: December 1, 2025, through December 12, 2025

RFP Questions due: December 17, 2025, 5:00 PM

RFP Response to Questions: December 22, 2025

RFP Deadline to Respond: December 30, 2025, at 5:00 pm

RFP Committee Evaluations: January 2, 2026

RFP Intent to Award Announcement: January 2, 2026

Award of Contract: January 9, 2026

4(F). COMMUNICATION

All public communication related to this RFP will be posted on the Districts website at the following location:

coachellavalleycemetarydistrict.gov/public-notice

APPENDIX A

PROPOSAL PRICE CERTIFICATION

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the CVPCD Board within ninety (90) days of the date of proposal opening, that they will furnish any or all the deliverables upon which prices are quoted below. The undersigned further acknowledges that they understand this is a Public Works agreement, and any work performed is subject to DIR registration and adherence to all applicable rules and procedures as defined in Appendix B, page 2, "Prevailing Wages".

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

Price Proposal Schedule A (see 3(E). Maintenance and Landscape Services)

1) Maintenance and Landscape Services

Monthly Total \$ _____

Price Proposal Schedule B (see 3(E). Maintenance and Landscape Services)

1) Maintenance and Landscape Services

Monthly Total \$ _____

Additional Work

2) Extra Work:

Hourly Labor Rate \$ _____

3) Emergency/Off Work Hours:

Hourly Labor Rate \$ _____

All Payment Terms: 100% within 30 Days

APPENDIX B

Agreement for [Insert Type of Services]

Parties: This shall be our Agreement (“Agreement”) regarding the [INSERT TYPE OF SERVICES] described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: ‘The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.’]. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the District in writing.

Standard of Care: Consultant shall perform all Services under this 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. Consultant 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 Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Substitution of Key Personnel: Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [***INSERT NAMES***].

Compensation: Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed \$[insert dollar amount] without written approval of the [insert position/title of Department Head, or District Manager]. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. District shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the District disputes any of Consultant’s fees, the District shall give written notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein. The District shall review and pay the approved charges on such invoices in a timely manner.

Prevailing Wages: Consultant 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 16000, 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, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its 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.

If the Services are being performed as part of an applicable “public works” or “maintenance” project and the total compensation exceeds \$25,000, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Insurance: Consultant shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Professional Liability (Errors and Omissions) Insurance, if required by the District, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the District. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. Consultant shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Consultant's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

Termination: The District may terminate this Agreement at any time with or without cause. If the District finds it necessary to terminate this Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Agreement through no fault of Consultant.

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein,

Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Laws & Regulations; Employee/Labor Certifications: Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subconsultants, sub-subconsultants and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Agreement for cause. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Agreement, Consultant shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

Governing Law; Venue; Government Code Claim Compliance: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District. This Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

Miscellaneous Terms: This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement.

Consultant warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Consultant hereto. If you agree with the terms of this Agreement, please indicate by signing and dating where indicated below.

**COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT**

[*INSERT NAME OF
CONSULTANT***]**

Approved By:

Signature

[***INSERT NAME***]

[***INSERT TITLE***]

Name

Title

Attest:

Date

[***INSERT NAME***]

Board Clerk

APPROVED AS TO FORM:

By: _____

[***INSERT NAME***]

General Counsel

EXHIBIT “A”

SCOPE OF SERVICES

[***INSERT SCOPE OF SERVICES BY LISTING SERVICES OR ATTACHING SCOPE FROM CONSULTANT; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONSULTANT***]

EXHIBIT “B”

COMPENSATION

[***INSERT CONSULTANT RATE SCHEDULE***]