



Request for Qualifications (RFQ)
for
Professional Cemetery Operation Services
at
Pleasanton Pioneer Cemetery

RFQ Advertised	October 6, 2025
Statement of Qualifications with Fee Proposals Deadline	October 24, 2025, by 2:00 p.m.

I. Introduction

The City of Pleasanton (“City”) invites qualified vendors to submit proposals to provide professional cemetery operation services at Pleasanton Pioneer Cemetery.

The scope of services includes:

- Cremation inurnments
- Memorial marker installation and maintenance
- Comprehensive grounds care

Contractor may also provide casketed burial services.

The successful proposer will be expected to demonstrate sensitivity, professionalism, and adherence to industry best practices while ensuring Pleasanton Pioneer Cemetery remains a well-maintained, welcoming, and reflective community asset.

The City anticipates entering into an annual agreement, with the option for annual renewals thereafter upon mutual agreement.

II. Project Schedule

<u>Activity</u>	<u>Date(s)</u>
Request for Qualifications Distributed	October 6, 2025
Questions Deadline	October 17 2025, by 2:00pm
SOQ Submittal Deadline	October 24, 2025, by 2:00pm
Review of SOQs	October 27-31, 2025
Email Interview Invitations Sent (if needed)	November 3, 2025
Vendor Interviews (if needed)	Week of November 3, 2025
Notification of Selection	November 7, 2025
City Council Awards Service Agreement	December 16, 2025
Commencement of Services	January 1, 2026

III. Background and Current Status

The Pleasanton Pioneer Cemetery, located at 5780 Sunol Boulevard between Sonoma Drive and Sycamore Road, is owned by the City of Pleasanton and has served the community since its establishment in 1886. The 5.2-acre cemetery is bordered to the north by St. Augustine Roman Catholic Church Cemetery and represents an important part of Pleasanton’s historic and cultural fabric.

The City's Library and Recreation Department manages all sales and administrative functions for the cemetery. To support ongoing operations, the City is seeking a qualified contractor to provide cremation inurnment services, memorial marker installation and maintenance, and comprehensive grounds care.

The burial grounds at the cemetery have historically been maintained in a natural state with grasses and wildflowers that are not irrigated, with recent landscape improvements along the cemetery frontage, storage area, veteran's memorial, celebration of life plaza, and other areas of the cemetery that are irrigated. While the non-irrigated areas thrive in cooler, wetter months, they go dormant in the hot, dry season. The selected contractor will be responsible for maintaining the cemetery to a high standard while respecting these natural conditions, while also maintaining the newer improvements.

Activity at Pleasanton Pioneer Cemetery has been modest but steady over the past five years. During this period, the cemetery has averaged approximately 17 cremation inurnments and 14 casketed burials annually. Year-to-year activity has generally ranged from 13 to 21 cremations and 11 to 20 casketed burials, reflecting consistent but moderate demand.

Inurnments are defined as the burial of cremated remains in designated cremation graves; however, cremated remains may also be placed in existing family plots when approved by the plot owner. Memorials must meet established standards, including lawn-level granite, marble, or bronze markers secured in cement foundations, with dimensions and installation practices consistent with City policy.

Although the City has discontinued the sale of new casket plots, burials in previously sold casket graves must still be performed when required. These services are not part of the core scope of this RFP. Instead, they should be proposed as an add/alternate service, with pricing and procedures detailed separately.

Contractor Responsibilities

- Provide professional, uniformed staff trained in cemetery operations and customer sensitivity.
- Supply all tools, equipment, and vehicles necessary for the work.
- Ensure all staff comply with OSHA, state, and local safety requirements.
- Provide emergency response capability for urgent requests (e.g., storm damage, immediate burial needs).
- Maintain insurance and bonds as required by the City's agreement.
- Contractor shall supervise all inurnment and interment services

IV. Scope of Services:

Grounds Maintenance

The contractor shall maintain Pleasanton Pioneer Cemetery to a high standard of care reflecting its importance as a community asset and historic site. Ensure cemetery grounds, landscaped areas, and natural elements are well maintained, utilizing applicable industry standards and best practices in landscaping that promote optimally healthy turf, trees, and plant life, and such activities are conducted in a safe, clean, and environmentally friendly manner. Specific tasks are as follows:

Headstones & Graves

- Remove dirt, debris, broken décor, and faded flowers from all sites.
- Ensure gravesites remain safe, accessible, and presentable.
- Trim and clean markers to ensure legibility (at least every 3 months).
- Facilitate twice-monthly site cleanups as directed by City staff.
- Perform grave leveling and monument setting/leveling as needed.

Shrubs, Trees, and Plantings

- Trim and prune shrubs for healthy growth and aesthetics (trees to be pruned by City).
- Remove unauthorized or volunteer trees/shrubs when directed.
- Provide routine plant and tree care while maintaining the natural aesthetic of plantings.
- Manage broadleaf weeds and invasive species through approved methods.
- Replace dead groundcovers, shrubs, and trees as necessary. All clippings, trimmings, cuttings, trash and rubbish associated with landscape maintenance shall be promptly removed from the site.

Irrigation

- Schedule the operation of the irrigation system and adjust it as necessary based on water needs of the plants (see Seasonal and Weather-Related Maintenance section)
- Maintain the irrigation in an operational manner at all times. Repair and/or replace irrigation as necessary.
- Perform irrigation repair checks on a bi-annual basis.

Turf and Grounds

- Mow turf to maintain consistent height and adjust frequency seasonally.

- Perform fertilization and aeration as needed.
- Manage broadleaf weeds and invasive species through approved methods.
- Remove leaves, litter, and debris regularly to maintain a clean appearance.
- Repair erosion resulting from storms.

Pest Abatement

- Provide continuous gopher and squirrel control to prevent damage to graves, turf, and landscaping.

Casket & Trench Settling

- Inspect monthly for settling around graves and trenches.
- Backfill with existing soil, tamp, and reseed as necessary.

Hardscape & Infrastructure

- Sweep or blow clean all roads, sidewalks, and pathways.
- Maintain paving, fencing, railings, benches, flagpoles, directional poles, signage, monuments, and other site furnishings.
- Ensure all drives, pathways, and parking areas remain clear and unobstructed.

Seasonal & Weather-Related Maintenance

- Adjust mowing, irrigation, and maintenance schedules according to weather and growth cycles.
- Provide snow and ice removal when applicable.

Cremation Inurnment Services

The Proposer shall conduct cremation, inurnment (burial) services in accordance with the City's rules, regulations, and industry best practices. Services include grave openings and closings, funeral site setup and removal, urn vault installation, spoils removal, and other associated tasks necessary to ensure dignified and professional interments. The Proposer shall provide all personnel, equipment, tools, supplies, supervision, and related services required to complete these tasks.

The City will provide a minimum of two (2) business days' notice prior to a scheduled service. Upon receipt of a work order from the City's Library and Recreation Department, the Proposer shall:

- Excavate and prepare the ground to receive cremated remains, ensuring no adjacent graves are disturbed or damaged.

- Install urn vaults and place cremated remains in accordance with State regulations and City Code.
- Provide assistance with funeral setup and service as requested.
- Coordinate respectfully with funeral homes, clergy, veterans' groups, and families during all services.
- Backfill and properly finish the grave following interment. Excavated soils shall be screened to remove rocks, with clean topsoil placed for the top two inches. The area shall be tamped to prevent settling, covered with seed, and restored to a condition level with the surrounding terrain.
- Excess excavated materials and rocks should be removed and placed in a spoils area, as the City has identified.

Post-Burial Site Care:

- Newly opened graves shall be leveled and tamped within ten (10) calendar days of service.
- A follow-up leveling shall occur within twenty (20) calendar days to support re-vegetation.
- Re-vegetation, including reseeding, shall occur within thirty (30) calendar days, or as weather conditions permit, to maintain consistent turf coverage.
- Ongoing communication between the Proposer and the City shall be maintained to adjust schedules when weather delays occur.

The City will work collaboratively with the selected contractor to develop a process document and establish additional standards as needed to ensure high-quality, consistent service delivery.

Memorial Marker Installation and Maintenance

The Proposer shall conduct memorial marker installation and maintenance services in accordance with City requirements, manufacturer specifications, and industry best practices. Services include marker installation, foundation setting, leveling, resetting, repair, and site cleanup. The Proposer shall provide all personnel, equipment, tools, supplies, supervision, and related services required to complete these tasks.

Upon receipt of a work order from the City's Library and Recreation Department, the Proposer shall:

- Excavate and prepare sites for marker installation, ensuring foundations are constructed to the required dimensions and depths.
- Install lawn-level granite, marble, or bronze memorials per City standards, including 28-inch by 20-inch cremation markers secured on a cement foundation.
- Reset, level, or repair markers as directed by the City.
- Remove hazardous décor, debris, or temporary materials that compromise safety or aesthetics.

- Maintain markers to ensure stability, alignment, and legibility.

Ongoing Site Care:

- Inspect markers at least every three (3) months to identify settlement, damage, or maintenance needs.
- Perform marker cleaning, trimming, or minor maintenance to preserve readability and appearance.
- Facilitate twice-monthly site cleanups as directed by City staff.

Records, Communication, and Performance

The contractor will support Pleasanton Pioneer Cemetery operations by maintaining accurate records, engaging in active communication with City staff, and ensuring professionalism in all public interactions. While the City retains primary ownership of cemetery records, the contractor is responsible for accurate supporting documentation of all services performed.

Requirements:

- Maintain accurate and up-to-date records of all burials, inurnments, memorial installations, and maintenance activities.
- Submit records and invoices monthly, accompanied by supporting documentation, including date, location, and type of service. Invoices will be based on the rates included in the proposal.
- Participate in quarterly performance reviews with City staff to review records, service quality, and feedback.
- Allow and participate in monthly inspections or walkthroughs with City staff to verify compliance with standards.
- Provide timely responses and corrective actions if deficiencies are identified.
- Communicate openly and consistently with City staff to ensure alignment and transparency.
- Coordinate respectfully with funeral homes, clergy, veterans' groups, and families during all services.
- Maintain a discreet presence during services, including appropriate uniforms, clean equipment, and minimal disruption.
- Ensure staff conduct themselves with professionalism and cultural sensitivity in all interactions with the public.

Safety and Compliance

The contractor shall conduct all work in full compliance with applicable laws, codes, and regulations to ensure the safety of staff, visitors, and the cemetery grounds. Safety standards apply to all aspects of work, including burial services, marker installation, grounds maintenance, and any other contracted activities.

Requirements:

- Comply with OSHA, Cal/OSHA, and all local safety regulations.
- Ensure staff are properly trained in safe equipment operation, excavation practices, and burial procedures.
- Store, transport, and dispose of soils, spoils, chemicals, and other materials in accordance with industry standards and applicable regulations.
- Maintain equipment in safe, reliable operating condition at all times.
- Follow all City policies regarding access, site security, and public safety.

Process Development and Training

The City is committed to working collaboratively with the selected contractor to ensure services are consistent, professional, and aligned with community expectations.

Requirements:

- The City will hold training sessions with the contractor as needed to review safety expectations, operational standards, and site-specific procedures.
- The City and contractor will jointly develop a process document to guide service delivery.
- Additional standards may be established, particularly for cremation interments and memorial marker installation and maintenance, to ensure consistency and quality across the cemetery.

Casketed Burial Services

The City of Pleasanton has discontinued the sale of new casket plots; however, burials in previously sold graves must still be performed when required. **These services are outside the core scope of this RFP and should be proposed as an add/alternate service, with separate pricing and procedures included in the proposal.**

The Proposer shall conduct casketed burial services in accordance with City rules, State regulations, and industry best practices. Required tasks include grave openings and closings, funeral site setup and removal, vault installation, spoils removal, and other associated services to ensure dignified and professional interments. The Proposer shall provide all personnel, equipment, tools, supplies, supervision, and related services necessary to complete these tasks.

Upon receipt of a work order from the City's Library and Recreation Department, the Proposer shall:

- Excavate and prepare the ground to receive a casketed burial, ensuring no adjacent graves are disturbed or damaged.

- Install vaults in older sections, open pre-installed vaults in newer sections
- Provide assistance with funeral setup and service as requested.
- Backfill and properly finish the grave following interment. Excavated soils shall be screened to remove rocks, with clean topsoil placed in the upper two inches. The area shall be tamped to prevent settling, covered with seed, and restored to a condition level with the surrounding terrain.

Post-Burial Site Care

- Newly opened graves shall be leveled and tamped within ten (10) calendar days of service.
- A follow-up leveling shall occur within twenty (20) calendar days to support re-vegetation.
- Re-vegetation, including reseeding or sod installation, shall occur within thirty (30) calendar days, or as weather conditions permit, to maintain consistent turf coverage.
- Ongoing communication between the Proposer and the City shall be maintained to adjust schedules when weather delays occur.

Bid Form / Fee Schedule

The Respondent shall complete the fee schedule below. Rates must reflect all labor, equipment, and materials necessary to complete the work as described in this RFP. Separate rates should be provided for weekday and weekend services.

Service Category	Service	Weekday Rate	Weekend Rate
Cremation Services	Opening and Closing Cremation Grave	\$_____	\$_____
	Cremation Disinterment	\$_____	\$_____
Memorial Installation	Installation of Flat Marker	\$_____	\$_____
	Flat Marker Removal	\$_____	\$_____

Grounds & Maintenance

Service	Description	Monthly Rate
Standard Monthly Maintenance	Includes mowing, edging, weed control, pruning, gopher abatement, headstone cleaning, site inspection, and other routine tasks per the Scope	\$_____

Optional Additional Services

Service Category	Service	Weekday Rate	Weekend Rate
Casketed Services	Opening and Closing Casket Grave	\$_____	\$_____
	Vault Installation	\$_____	\$_____
	Casket Disinterment	\$_____	\$_____

V. Important Information

1. Contract term is 12 months (January 1, 2026– December 31, 2026). The City and the selected Vendor(s) shall retain the right to renew the signed Contract agreement for an additional one-year period up to, but not exceeding, four additional years. This Contract may be renewed only by mutual agreement between the parties involved. Each party retains the right not to renew the agreement at the time of its annual review.

VI. Required Information

Proposal Preparation

The City of Pleasanton will consider only written responses submitted via email, and all responses to the RFQ must be made in accordance with the specifications as set forth herein.

Ability to Perform

To participate in the selection process, the following is required to demonstrate satisfactory evidence indicating the ability to meet the scope of services detailed in this RFQ. The proposal must include the following information:

- The name, address, email address, and telephone number of your agency.
- The names, business address, and telephone numbers of your agency's officers, directors, and associates.
- A listing of your agency's experience related to work included in this RFQ.
- A detailed work plan for meeting the Scope of Services outlined in Section IV. While it is recognized that specific

deliverables are dependent on your unique services, the work plan should include as much detail as you determine appropriate to allow evaluation of your overall approach and expertise to deliver these services.

- Anticipated costs associated with providing requested services. The estimate should include an outline of costs and/or describe cost elements for the Scope of Services tasks. Include costs associated with using your own backhoe separately.
- The agency will provide a copy of its annual financial audit within 30 days of audit completion. Please note that the audit is to be mailed to Ania Pawlak, City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566.

VII. Selection Process and Evaluation Criteria

Evaluation Criteria

The proposals will be reviewed by Library and Recreation and Landscape Architect staff. Selection will be based on the identification of the most qualified Vendor(s). Selection criteria will include, but are not limited to, the following considerations:

- Demonstrated knowledge and experience in providing burial services and/or grounds maintenance
- Demonstrated ability to understand the unique needs of the family of loved ones who are laying their loved one to rest, and the ability to demonstrate compassion in their time of grief
- Agency track record, history, and viability/financial stability
- Demonstrated ability to perform in a timely manner and work with City staff
- Ability to regularly track performance and quantify how funds are being utilized
- The quality of the services being proposed.

Selection/Evaluation Process

All SOQs and Fee Proposals will be evaluated based on the above criteria. As part of the evaluation process, the agency may be required to attend one or more interviews with the City of Pleasanton and appear at City Council meetings. The final selection will be recommended by the City of Pleasanton Library and Recreation Department and presented to the Pleasanton City Council for final consideration.

The selection process will involve identifying the most qualified Vendor SOQ. The Vendor will be provided an opportunity to further refine the scope of work and pricing prior to preparing a service

agreement. The City reserves the right not to recommend any Vendor for award.

Once awarded, a written agreement will be drafted regarding specific program requirements. If a service agreement is awarded, the City may elect to award it in its entirety to one Vendor, or only for a portion of the services to multiple Vendors.

VIII. SOQ and Fee Proposal Submission

1. A single copy of the SOQ and Fee Proposal shall be submitted electronically as a PDF to the email address below. Only PDF copies shall be accepted.
2. SOQs shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Vendor and shall contain a declaration that the proposed project team will remain in effect for a minimum of sixty days after the submittal date.
3. SOQs and Fee Proposals must be received no later than 2:00 p.m., PST on **Friday, October 24, 2025**. Submit to:

hmurphy@cityofpleasantonca.gov

4. SOQs are to be submitted with the following information:
 - I. Name of Vendor
 - II. Vendor's Project Manager's email and phone number
5. SOQs received after the hour and date specified above will not be considered.
6. All SOQs shall be submitted according to the specifications set forth in this RFQ. Failure to adhere to these specifications may be cause for rejection.
7. Once submitted, SOQs, including the composition of the Vendor staff, shall not be changed without prior written consent.
8. All requests for clarification for this RFQ must be made in writing. The City will only respond to written questions from Vendors who have received this RFQ. The City cannot respond to verbal questions submitted by telephone or in person.

9. All questions relating to this RFQ shall be presented in writing no later than 2:00 p.m., PDT on Friday, October 17, 2025. Submit questions to:

hmurphy@cityofpleasantonca.gov

IX. Miscellaneous

The City is not liable for any cost incurred by Vendors prior to issuance of a contract. The City reserves the right to accept all or part of any SOQ or to cancel in part, or in its entirety, this RFQ. The City further reserves the right to accept the SOQ that it considers to be in the best interests of the City.

The City may, at its sole discretion, reject any or all SOQs or waive any irregularities without disqualifying the SOQ. The issuance of this Request for Qualifications does not bind the City to award a service agreement for services described herein.

SOQs and Fee Proposals must be valid for 90 days from the submission deadline, October 24, 2025.

The City reserves the right to expand or diminish the scope of work, subject to negotiation with the successful Vendor.

In the event it becomes necessary to revise any part of the RFQ prior to the Vendor's response, an addendum will be provided in writing to all receiving the RFQ from the City.

All SOQs and Fee Proposals received in response to this RFQ shall become the property of the City. All SOQs and Fee Proposals shall be a matter of public record and shall be regarded as public records except for those parts of each proposal, which are defined by the Vendor as business or trade secrets, provided that said parts are clearly marked as "trade secret", "confidential", or "proprietary."

The City may conduct any reasonable inquiries to determine the responsibility of the Vendor. The submission of qualifications constitutes permission by the Vendor for the City to verify all information contained herein. If the City deems it necessary, additional information may be requested from any Vendor. Failure to comply with any such request may disqualify a Vendor from consideration.

X. ATTACHMENTS

Attachment 1: Sample Maintenance Services Agreement

Attachment 2: Current Cemetery Grounds Maintenance Scope of Work

ATTACHMENT 1

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into _____, 2025 between _____ ("Contractor") a _____ *{insert type of company = corporation, partnership, etc.}* _____, whose address is _____ and the CITY OF PLEASANTON, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing _____ *{describe the services being provided}* services as set forth in _____ *{state if services are described in an Exhibit A or a specific bid document}*.

B. City finds it necessary and advisable to obtain such services from Contractor.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Term and Schedule.** The term of this Agreement commences on the date written above and will expire _____. Contractor will perform the services on the schedule _____ *{describe the calendar or schedule for services to be performed}*, as coordinated with City staff person _____:

2. **Services to be Performed.** Contractor shall perform, or cause to be performed, the services described in _____ *{state if services are described in an Exhibit A or a specific bid document}*.

3. **Compensation.** Compensation for services shall not exceed \$_____, and shall be paid as set forth in _____ *{reference Contractor's bid or other payment schedule}*, attached hereto. Payment shall be made within thirty (30) days of receipt of the Contractor's invoice and approval by the City.

4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnitees"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify

Indemnites from Claims arising from the sole negligence or willful misconduct of Indemnites. This indemnification includes any claim that services provided under this Agreement, or any tool, article, or process used, constitute an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for services performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of the Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000. By signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract."

d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any services set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance

coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

g. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

6. Independent Contractor. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors and personnel of subcontractors, are not and shall not be employees of the City.

7. Contractor’s Warranty. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all services provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

8. Labor Code/Prevailing Wages. The services performed under this Agreement are a “public work,” and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to perform the services under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the services by the Contractor or any subcontractor doing or contracting to do any part of the services. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day’s work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. Notices. All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when

delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered, or certified, addressed as hereinafter provided.

To Contractor: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

10. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of services already completed by Contractor as approved by the City.

b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.

c. Contractor shall not assign or transfer this Agreement.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the services under this Agreement.

g. Contractor shall comply with all federal, state, and local laws, regulations, and rules, including but not limited to applicable safety and environmental laws.

h. The Contractor will permit the City to audit, examine, and make copies of all contracts, invoices, payrolls, and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

j. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S.

Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

k. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Print name

Title: _____

ATTEST:

Jocelyn Kwong, City Clerk

*[If Contractor is a corporation, signatures
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____

Signature

Print name

Title: _____

ATTACHMENT 2

CEMETERY GROUNDS MAINTENANCE SCOPE OF WORK

SECTION 1. MAINTENANCE SCHEDULE

The following table indicates the minimum frequency of work to be performed for each specific type of work.

FREQUENCY: W – Weekly, BW – Bi-weekly, M – Monthly, Q – Quarterly,
TY – Twice Yearly, Y – Yearly, EX – Extra Work, N/A – Not
Applicable

ANNUAL SCHEDULE: The Contractor shall provide the City with an annual
schedule which generally conforms with the following:

A. NON-IRRIGATED TURF AREAS

FREQUENCY

- | | | |
|----|--------------------------------|------------------------------|
| 1. | Soil Analysis | EX |
| 2. | Leaf, Litter and Trash Removal | W |
| 3. | Weed Control | M |
| 4. | Irrigation Scheduling | N/A |
| 5. | Irrigation Repair Check | N/A |
| 6. | Fertilize | N/A |
| 7. | Mow | W during the growing season |
| 8. | Edge | BW during the growing season |

B. GROUNDCOVERS/VINES

FREQUENCY

- | | | |
|----|---------------------------------|---------------------------------------|
| 1. | Leaf, Litter, and Trash Removal | W |
| 2. | Weed Control | W |
| 3. | Irrigation Scheduling | 8 times yearly |
| 4. | Irrigation Repair Check | Q |
| 5. | Fertilize | As Needed |
| 6. | Pre-emergent herbicide | As Needed |
| 7. | Pest/Disease Control | As Needed |
| 8. | Prune/Edge | As Needed (No less than every 3 mos.) |

C. SHRUBS

FREQUENCY

- | | | |
|----|---------------------------------|----------------|
| 1. | Leaf, Litter, and Trash Removal | W |
| 2. | Weed Control | W |
| 3. | Irrigation Scheduling | 8 times yearly |
| 4. | Irrigation Repair Check | Q |
| 5. | Fertilize | As Needed |
| 6. | Pest/Disease Control | As Needed |
| 7. | Staking/Removal/Rebracing | As Needed |
| 8. | Replacement of Mulch | Y |

D. TREES – To be maintained by the City.

E. NON-VEGETATED AREAS

FREQUENCY

- | | | |
|----|---------------------------------|---|
| 1. | Leaf, Litter, and Trash Removal | W |
| 2. | Weed Control | Q |
| 3. | Pre-emergent herbicide | Y |

G.	<u>PAVED AREAS</u>	FREQUENCY
1.	Leaf, Litter, and Trash Removal	W
2.	Weed Control	W
3.	Graffiti Removal	EX
4.	Adding and compacting DG	EX
5.	Repair of Ruts Caused by Off-Road Parking or Erosion	EX

SECTION 2. GENERAL CONDITIONS

2.01 General

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, unusual storms, and related events. Report all such conditions to the City in writing and submit a proposal for the repair of the work. Obtain the City's approval prior to proceeding with the work affected.

2.02 Replacement of Plants

The Contractor shall remove dead and irreparably damaged groundcover, trees, shrubs, or other plant material and replace it at his own expense when such death or damage is due to the Contractor's failure to provide maintenance and/or sufficient irrigation in accordance with the provisions herein. Contractor shall remove and replace such plant material within two weeks of notification by the City. Plants shall be replaced with material of equivalent size and variety to the material being removed unless other material is approved by the City. All replacement material shall be approved by the City before installation by the Contractor.

2.03 Work Not Included

- A. Repairs or replacement of losses and damages not covered by the contract, except as noted.
- B. New planting and other special services, except with the City's request or approval in writing and agreement to pay.
- C. Major vandalism or damage caused by natural disasters.

SECTION 3. SPECIAL CONSIDERATIONS

3.01 Special Considerations

3.01A Management Goals

On a scale of 1 to 5, maintain all landscape areas at a 3.5 to 5.0 (excellent to outstanding).

3.01B Site Inspections

Regular site visits by the City Cemetery Manager and/or Landscape Architect and the Contractor's Representative will be on a quarterly basis at a minimum to ensure that the rating of 3.5 to 5.0 is maintained, to consider changes to the maintenance practices, and to direct special operations.

3.01C Schedule

Provide with Monthly Maintenance Invoice with a Monthly Service Recap.

3.01D Areas

The cost to maintain all landscaped areas described by the specifications must be based on conditions as they exist at the time of the bid.

3.01E Irrigation System Care

All irrigation repairs as noted in 3.04 of this section are included.

3.01F Exceptions

No exceptions to these specifications will be allowed unless approved in writing by the Project Administrator.

3.02 Natural or Open Space

Natural or rough areas shall be maintained in a neat appearance suitable to the intent of the area. Areas with large mature trees shall be kept free of dead wood on the grounds. Wild grasses shall be cut and raked at least semi-annually or additionally as directed by the City. Fire control work is considered as part of this contract and shall be provided by the Contractor. Large broadleaf weeds shall be controlled either chemically or manually removed.

3.03 Debris Control

- A. All clippings, trimmings, cuttings, trash, and rubbish associated with landscape maintenance shall be promptly removed from the site.
- B. The property shall be toured each visit to pick up and dispose of debris such as bottles, papers, cartons, and similar items to keep the grounds neat in appearance.
- C. Large items of debris, such as large appliances or couches, abandoned on the properties by others shall be removed to a suitable dump site by the City or by the Contractor as Additional Cost Work if approved by the City. Notify the City immediately when such dumping occurs.

3.04 Irrigation System Care

All irrigation systems shall be checked and adjusted each Spring and periodically throughout the growing season. Clean filter screens on pumps, backflow devices, and drip systems as needed. All heads and valves flagged for repairs shall be repaired within one watering period or two working days – whichever is the shorter time frame. Necessary repairs to clocks, wiring, or system modifications will be brought to the attention of the City for authorization to proceed with repairs or replacement. Cost estimates shall be provided by the Contractor. All repairs to the irrigation system shall be made within one watering period or within two working days from observation of damage. If repairs take longer than that, the contractor is responsible for hand watering the plant material as necessary to keep it in a healthy, unstressed condition.

- A. Any damages to the system caused by Contractor's operations shall be repaired without charge to the City. Repairs shall be made within one watering period or immediately upon discovery. Upon notification from the City of the damage, it shall be repaired within one watering period or within two working days, whichever is shorter. Contractor shall report such damage immediately to the City.
- B. Accidental damage, such as reported cases of vandalism, shall be reported promptly to the City, together with an estimate of costs for repairs. This also applies to changes and additions needed. Faulty electrical controllers shall be reported to the City, and upon approval, repairs shall be made by the Contractor at City expense. In any case, repairs shall be made within one watering period or within two working days, whichever is shorter.
- C. In early spring, Contractor shall check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded coverage.
- D. The City should train Representative of Contractor on programming, operation and emergency system shut down of the controller. The City is responsible to provide the Contractor the key for the controller, and initial Programming.

- E. The irrigation system shall be adjusted as necessary per the weather and to prevent overspray onto paved areas and run-off down the gutters. Contractor shall be specifically responsible for identifying areas of inadequate coverage, over-watering, and system malfunctions, and making proper adjustments or repairs. Contractor shall adjust times to provide necessary water. Multiple repeat cycles shall be utilized as needed to provide the best irrigation efficiency.
- F. Repair and replace as necessary, the irrigation system and all its piping from the backflow prevention device to each of the irrigation heads. It is understood that throughout the life of the project, incidental replacement of irrigation heads and risers, quick couplers, valves, and piping will be necessary due to vandalism, vehicle damage, malfunction, and so on. **Repair and/or replacement of all damaged sprinkler heads and riser assemblies, quick couplers, valves, and piping are a part of this contract, and will be paid for as “Extra Work”.** Provide a receipt for materials as verification for “extra” reimbursable. If damage occurs due to the contractor, the contractor shall be responsible for replacing the equipment at their own cost.
- G. Maintain in good condition all automatic sprinkler valve boxes and their cover lids. This includes removal of any plant growth inside of the boxes, and removing any excessive dirt or debris from inside box so that valve is completely exposed inside of box. Standing water in the valve boxes shall not be allowed to remain permanently.
- H. All valves should be kept in such condition that they are able to be manually operated at the box by the air bleed pet-cock.
- I. The height of all sprinkler control boxes shall be maintained at approximately one-half (1/2) inch above the surface of the surrounding grade.
- J. Repair and replace all quick coupling valves and lines which are not operating properly.
- K. Repairs to clocks, wiring or necessary system modifications that are outside the scope of regular irrigation system maintenance shall be the Contractor’s responsibility; however, they are considered as “Extra Work”. A cost estimate shall be provided to the City and such repair shall be approved by the City prior to initiation.
- L. Moisture in soil shall be checked with a soil probe to determine moisture requirements for all plant areas.

3.05 Sidewalks, Crush Granite Paths, Off Road Parking and Drive Aisles (Roads)

- A. Debris of silt resulting from erosion and other landscape debris, shall be removed from sidewalks and drive aisles.

- B. When necessary the contractor will use water hose to remove silt and mud not removable by blowers, shovels or brooms
- C. Debris caused by vehicles or equipment not related to the Contractor's Service and Maintenance Operations shall be reported to the city and removed from sidewalks and drive aisles.

3.06 Drainage Systems Maintenance

- A. All drainage systems on the properties for purposes of rain water or irrigation water collection, whether surface swales or underground pipes, shall be maintained in a clean condition free of debris, erosion waste, weeds or any blockage. Natural creeks and streams are not included.
- B. When a drainage system is blocked by debris from off the site or by erosion waste from off-site major storm damage, correction will be made by the City after prompt notification by the Contractor or considered "Extra Work" as approved by the City.

3.07 Erosion Control

The Contractor shall not be responsible for structural maintenance or repair or replacement of the following: parking areas, drive aisles, or sidewalks except for such structural maintenance, repair or replacement resulting from damage caused by the Contractor or his agents.

- A. Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of the Contractor to correct and accomplish necessary cleanups.
- B. Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the City's responsibility.

3.08 Records

Written records of watering schedules, fertilization, pest control spraying, and other maintenance work shall be maintained by the Contractor. Written records describing all products and materials used during maintenance also shall be maintained by the Contractor. A copy of the record shall be provided to the City on a monthly basis.

3.09 Control, Supervision and Approval Authority

- A. Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to this agreement shall be under the control and supervision of the Director of Library and Recreation or her authorized representative, and such person shall exercise such control and supervision for and on behalf of the City where so

designated in this agreement.

- B. Whenever, under the provisions of this agreement, the Contractor is prohibited from doing something unless Contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Director of Library and Recreation, or her authorized representative.

3.10 Graffiti

Graffiti shall be removed from the site within one week of notification by the City. The areas in which graffiti removal is required includes sound walls, controller boxes, valve boxes and any other surface in the maintenance areas. The cost of graffiti removal shall be paid for as "Extra Work".

SECTION 4. NON-IRRIGATED TURF

4.01 General

The Contractor shall maintain all non-irrigated turf areas by performing the following operations and other work incidental thereto:

4.02 Mowing

Upright grasses/weeds shall be mowed to a uniform height not-to-exceed 4 inches in warm weather and 4 inches during the rainy season. Mower blades shall be kept sharp so as not to damage the turf. Cut all large turf areas using a rotary riding mower. For those areas with slopes 3 to 1 or steeper, use specialty mowers specifically designed for steep slope areas. Push mowers shall only be used in those areas where a ride mower cannot be used. Provide a list of the mowers you intend to use on the project to the Project Administrator for approval at the pre-job conference.

4.03 Edging

Turf shall be edged along borders, walls, curbs, fences, paths, rocks, gravestones, etc., for neat appearance where needed. Clippings shall be removed from planting beds and walks.

Edges shall be trimmed weekly during the growing season. Clippings shall be vacuumed or blown off walks back into turf areas. Clippings shall not be blown into the streets nor allowed to collect in drainage ways. Clippings shall be caught and removed from the site. Contractor shall be responsible for any damage caused by his operations.

Nylon line or other whip edger's shall not be used to edge ground cover areas or within two feet of any trees or shrubs. Contractor is responsible for any damage caused by this equipment.

4.04 Weed Control

Non-irrigated turf areas shall be carefully spot-treated with selective herbicides to control broadleaf weeds and weed grasses as weather and turf conditions dictate

4.05 Debris Control

The property shall be reviewed weekly to ensure that debris such as bottles, papers, cartons and similar items are disposed of to keep the grounds neat in appearance.

SECTION 5. ORNAMENTATION AND GROUND COVER

5.01 General

The Contractor shall maintain all ground cover, including hard fescue areas, on the site(s) covered by this agreement in a healthy, thriving condition by performing the following operations and other work incidental thereto:

5.02 Weed Control

Eliminate weeds, including undesirable grasses such as tall fescue, nut grass, rye, etc., preferably with IPM techniques, but also with pre-emergent herbicides and/or selective systematic herbicides. Hoe weeds as little as possible since this may result in plant damage. Hand-pull weeds that are not effectively controlled by chemical herbicides.

- A. All planting beds and graveled areas shall be kept weed-free.
- B. All debris resulting from weeding operations shall be removed from the project area on the same day that the weeding operation occurs.
- C. Should the Contractor desire to use a chemical weed control program, he shall develop said program and submit it in writing as part of this bid. The City shall be notified at least seven (7) days before each use. Credit for herbicide application (pre and post emergent) will only be given when Contractor notifies the City prior to said application.
- D. All tree wells are to be kept weed and grass free for an area extending out a minimum of 2.5' from the trunk of the tree in any direction. (See also Section 6.05 under Tree and Shrub Care.) A three inch layer of organic mulch should be maintained in the tree wells. Care should be taken to pull mulch away from the trunk of the tree a minimum of two inches.

5.03 Ground Cover Areas

All ornamental plant material and ground covers shall be judiciously pruned maintaining the natural structure of the plant. All vegetation shall be maintained and clear of all walkways. Perform edging so that groundcover “feathers back” from border of groundcover area, forming a natural appearance; do not shear or create vertical edges.

5.04 Watering

Water enough so that moisture penetrates throughout the root zone as often as necessary to maintain healthy growth.

5.05 Dead Plant Material

If large sections of plant material are damaged or destroyed due to vandalism, such replacement material will be provided or paid for by the City but shall be installed by the Contractor as “Extra Work”. Documentation such as photos, a cost estimate, and a Public Safety report for vandalism shall be provided to the City for such plant material. Receipts for all plant material provided by the Contractor shall be given to the City.

5.06 Pest and Disease Control

All ornamental plant material will be inspected throughout the year to ensure against disease, insect infestation, and pest damage. If an infestation occurs, appropriate plant protection shall be taken. Should a pesticide be required, it shall be applied by a licensed pesticide applicator by state and local regulations and as weather and environmental conditions permit. Any pruning necessary to remove infested or infected material is included in this contract at no additional cost. Gopher and squirrel abatement is included in the scope of work and is considered as part of the basic landscape maintenance and included in this contract at no extra cost.

- A. Prior to applying any pesticides the Contractor shall have a “Commercial Pest Control Operator’s License” as required by law.
- B. The spray materials shall meet all Federal, State and local requirements.
- C. The Contractor shall use an insecticide spray that prevents or controls insect infestations.
- D. Application of pest and disease control materials shall be within the time best suited, according to the manufacturer’s specifications and application rates, for the eradication of the insects and diseases.
- E. Any new or existing plants or soil that are damaged by either the lack of a needed application or the over-application of controlled materials shall be replaced by the Contractor at his expense.

- F. Snails and slugs shall be controlled by the use of an approved non-arsenical metaldehyde bait as prescribed by a qualified pest control advisor.
- G. Gopher and ground squirrel abatement shall be done per IPM standards.

5.07 Watering

Contractor shall submit proposed cool season and warm season watering schedules.

5.08 Fertilizing

Ground cover and ornamental plants shall be fertilized in agreement with the attached frequency schedule. Contractor shall provide said fertilizer. Fertilization application will be based on a soils analysis or the recommendation of the Project Administrator. City staff will be final authority for type and quantity of fertilizer to be applied.

5.09 Mulching

The Contractor shall provide and maintain mulch at a depth of three inches (3") in all planting areas which are mulched on the commencement date of this agreement or for which mulch is determined to be necessary by the Project Administrator due to Contractor's replacement of plants. Mulching material shall be organic, chipped wood mulch, or other such material as approved by the City. Mulch shall not be artificially colored. Mulch shall be supplied by the City and will be available at the Operations Yard at 3333 Busch Road. Mulch shall be applied as necessary at the direction of the Project Administrator and shall be paid for as "Extra Work", except where noted as otherwise.

SECTION 6. TREES AND SHRUBS CARE

6.01 General

Maintain trees and shrubs in thriving condition by performing all necessary operations.

6.02 Watering

Plants should not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball and the soil surrounding the root ball. Also, a need for water should dictate the frequency of watering by an automatic or manual irrigation system. Contractor shall submit proposed watering schedules for project along with bid documents.

6.03 Pruning

6.03A Broadleaf Trees

Pruning shall be the responsibility of the City and shall be pruned in conformance with ISA guidelines.

6.03B Coniferous Trees

Pruning shall be the responsibility of the City and shall be pruned in conformance with ISA guidelines.

6.03C Shrubs

The objectives of shrub pruning are the same as for trees. Shrubs shall not be clipped into balled or boxed forms. All pruning cuts shall be made to lateral branches or buds, or flush with the trunk. “Stubbing” will not be permitted. Plant replacement required due to poor pruning practices shall be the responsibility of the Contractor.

6.04 Dividing Perennials

After some years, dividing plants will become necessary to maintain a pleasing density and to renew plant vigor. Monitor plants yearly for clumpiness, reduced flowering, and other symptoms that indicate a need for dividing.

When directed by the Director of Library and Recreation, or her authorized representative, dig plants up, and carefully separate tubers or root masses, using a sharp knife. Prepare planting bed with fresh amendment in accordance with industry standards, rototilling to break up clods, etc. Replant separated plants to fill bed area with room for expansion; compost weak, damaged and excess plants. Water thoroughly after replanting.

6.05 Staking

Remove stakes as soon as they are no longer needed. Stakes and ties shall be inspected at least twice per year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds and cambium damage. Contractor shall train trees and shrubs off stakes, and adjust stakes and ties as necessary.

6.06 Weed Control

Keep basins and areas between plants free of weeds and turf. Avoid frequent soil cultivation that destroys shallow roots. Where there is not adequate plant material to suppress weeds, mulch is preferred to either spray or mechanical removal of weeds.

6.07 Fertilization

Once, late in spring, fertilize recently established plants with a soluble nitrate fertilizer. Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to

drip line. Rates will vary from about a cup of nitrate fertilizer, (depending on nitrogen percentage) around a newly installed small plant to about one half (1/2) lb. of actual nitrogen per inch of trunk diameter measured four feet from the ground for mature trees.