Coachella Valley Public Cemetery District Request for Quote, Underground GIS Mapping Quote Request Issued October 16, 2024 Quote Request Response Deadline November 20, 2024



INSTRUCTIONS TO POTENTIAL VENDORS

I. GENERAL

The Coachella Valley Public Cemetery District ("District") has prepared this Request for Quote ("RFQ") for service to be performed that will result in the detailed mapping of all underground infrastructure (utilities, plumbing, irrigation, etc.) on District grounds. A general description is listed below, but vendors interested in submitting a quote are required to schedule a site inspection and review prior to the RFQ due date. A site inspection may be requested on Monday through Friday, 7:00 AM to 2:00 PM (closed major holidays).

II. GOALS AND SCOPE OF SERVICES

The goal of this project is to digitally map all underground utility and irrigation lines at the District, which include approximately 35 acres of developed property. The primary element of the mapping will be the District's extensive irrigation network that runs from the well pump to, and throughout, the cemetery. Mapping will also need to be done on other utility lines that run inside of District property, to include:

- Electrical
- Plumbing and Septic
- Gas
- Communication
- Other underground utility assets as identified

In the case of irrigation and plumbing, the District will also need the vendor to identify the type of lines in use (lead, PVC, etc.).

In most cases, the District has existing hand drawn maps of the underground systems and the type of pipe(s) used. The vendor will also be working with the District's Maintenance Specialist who has over 20 years' experience on grounds and extensive institutional knowledge. However, the District cannot warrant a complete inventory of all lines. The vendor will need to do additional research as needed to ensure all lines are accounted for. This may include:

- Coordinating with applicable utility companies
- Digging to identify unknown pipe material (i.e. lead)
- Reviewing District structural maps and diagrams
- Making educated guesses based on professional standards and experience

Ultimately, the work above will result in a complete digital map of all underground utilities and related assets. In addition to the mapping, the vendor will need to recommend (or supply) a system that will allow the District to view and edit the maps for future use.

See Exhibit A for maps and images.

See Exhibit B for sample contract.

III. DISTRICT CONTACT

The principal contact for the District will be Joshua Bonner, General Manager, (760) 574-9906, josh.bonner@cvpcd.org.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and directed to the General Manager at <u>josh.bonner@cvpcd.org</u>.

V. WORK SITE

82925 Ave. 52

Coachella, CA 92236

Note – The District is located in Unincorporated Riverside County.

VI. SUBMISSION OF QUOTE

Quotes may be submitted directly to the General Manager of the District at <u>josh.bonner@cvpcd.org</u>. Please request confirmation of receipt when sending electronically. if no confirmation is received, we recommend calling the District at (760) 398-3221 to ensure the quote was received.

You may also submit your quote via sealed envelope in person to the District front office or by mail to the front office at:

Coachella Valley Public Cemetery District Attn: General Manager – Roof Quote 82-925 Avenue 52 Coachella, CA 92236

If submitting in-person, please ask for an acknowledgement of receipt in writing from the front desk clerk. If submitting via postal service, please send with delivery receipt.

Quotes received after 5:00 p.m. on November 20, 2024, will not be considered regardless of postmark. The District is not responsible for lost, misplaced, or otherwise missing quote submissions including those resulting from technical failures.

VII. QUOTE FORMAT

Quote should include the following components:

- 1. Brief description of how Contractor will approach/accomplish work.
- 2. Based on site visit, estimated time of completion.
- 3. Digital program (format) Contractor will use to deliver map, as well as ongoing cost to District (current cost) for utilization of program selected.
- 4. Base price quote for project and additional rate(s) that may be applicable to perform work, for instance cost per unit for manual survey of pipe materials (digging).
- 5. Qualifications to perform work, to include references (at least three).

VIII. AWARD OF CONTRACT

The contract will be awarded in accordance with the best interests of the District. Generally, quotes are awarded to the lowest responsible bidder, but the District reserves the right to consider qualifications, ability to meet desired timelines, and other factors when choosing to award.

Exhibit A –Images

Buildings

Cemetery Services Building



Executive Building



Maintenance Building Warehouse



Maintenance Building Breakroom (connected)



Columbarium



District Property



Sample Existing Map (Irrigation Lines)



Exhibit B – Sample Contract

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT AGREEMENT FOR GENERAL SERVICES

<u>Parties:</u> This Agreement ("Agreement") regarding the GIS Mapping services described below ("Services") to be provided by <u>COMPANY</u> ("Contractor") as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district ("District") for the District's GIS Mapping ("Project"). Contractor is retained as independent contractor and is not an employee of the District. District and Contractor are sometimes referred to herein as "Party" or "Parties."

<u>Services; Schedule of Performance:</u> The Services to be provided are described in Exhibit "A", attached hereto and incorporated herein by reference. Services on the Project shall" begin by AGREED TO DATE, and continue for a period of AGREED TO TIMEFRAME, completing on DATE.

<u>Standard of Care:</u> Contractor 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. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

<u>Substitution of Key Personnel:</u> Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Contractor 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:

NAME AND TITLE

<u>Compensation</u>: Contractor shall receive compensation for all Services rendered under this Agreement as detailed in Exhibit "B". The total compensation shall not exceed <u>AMOUNT</u> (\$NUMBER) without written approval of District's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

<u>Payment of Compensation</u>: Contractor shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

Reimbursement for Expenses: Contractor shall not be reimbursed for any expenses unless

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authorized in writing by the District.

<u>Extra Work</u>: At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary, for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement or intentionally set aside for separate billing. Contractor shall not perform, nor be compensated for, extra Work without written authorization from District's Representative.

<u>Prevailing Wages:</u> Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 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, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the 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 Contractor and all sub-Contractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any sub-Contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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Insurance: Contractor 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. Contractor shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Contractor'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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

<u>Termination</u>: 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, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor 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 Contractor.

<u>Indemnification</u>: To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the District, its officials, officers, employees, agents, or volunteers. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor'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, Contractor's indemnification

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

Laws & Regulations; Employee/Labor Certifications: Contractor 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, Contractor 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. Contractor 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 Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its sub-Contractors, sub-Contractors and Contractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor'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, Contractor 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. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-Contractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Agreement, Contractor shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

<u>Governing Law; Venue; Government Code Claim Compliance:</u> 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, Contractor 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, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

<u>Assignment; Amendment:</u> Contractor 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.

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<u>Miscellaneous Terms:</u> 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.

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

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT	COMPANY
Approved By:	Signature
Ernesto Rosales Board Chair	Name
	Title
Attest:	Date
Sherry Winder Board Clerk	
APPROVED AS TO FORM:	

By:_____ Best Best & Krieger General Counsel Coachella Valley Public Cemetery District Agreement for GIS Mapping Services Page 7 of 8

EXHIBIT "A"

SCOPE OF SERVICES

The goal of this project is to digitally map all underground utility and irrigation lines at the District, which include approximately 35 acres of developed property. The primary element of the mapping will be the District's extensive irrigation network that runs from the well pump to, and throughout, the cemetery.

Mapping will also need to be done on other utility lines that run inside of District property, to include:

- Electrical
- Water
- Plumbing and Septic
- Sewer
- Gas
- Communication
- Other underground utility assets as identified

In the case of irrigation and plumbing, the District will also need the vendor to identify the type of lines in use (lead, PVC, etc.) if not currently known (almost all is).

Resources available to Contractor will include:

- Existing Maps
- Coordinating with applicable utility companies
- Digging to identify unknown pipe material (i.e. lead)
- Reviewing District structural maps and diagrams
- Working with District Staff

At the conclusion of the project, the Contractor will turn over to the District a digital map, or Geographic Information System (GIS), with all District underground utility and irrigation assets accounted for. As part of the map delivery, Contractor will also recommend a system for editing the map as dictated by future development. Coachella Valley Public Cemetery District Agreement for GIS Mapping Services Page 8 of 8

EXHIBIT "B"

COMPENSATION

Billing rate as agreed to.

ADDITIONAL SERVICES

Additional billable items/hours as agreed to.