



**REQUEST FOR QUOTE  
FOR  
TREE & BRUSH REMOVAL**

**Quotes Due April 2, 2025, 5:00 PM**

**82-925 Avenue 52  
Coachella, CA 92236  
760-398-3221**

**<http://coachellacemetery.org/>**

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT  
REQUEST FOR QUOTE  
TREE & BRUSH REMOVAL**

**1. GENERAL**

The Coachella Valley Public Cemetery District (“District”) is issuing this request for quotes (“RFQ”) for professional removal of tree and brush (“Hedge”).

**2. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT**

The scope of services (“Services”) sought under this RFQ are set forth in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

The final scope of Services negotiated between District and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between District and the successful Proposer. A copy of the Agreement is attached hereto as Exhibit “B” and incorporated herein by this reference.

The principal contact for the District will be Joshua Bonner, General Manager, (760) 574-9906 (cell), [josh.bonner@cvpcd.org](mailto:josh.bonner@cvpcd.org) (email) or a designated representative, who will coordinate the assistance to be provided by the District to the Proposer.

**3. SUBMITTING QUOTE**

All formal quotes supplied should be detailed to meet the specific request as presented in Exhibit A and comprehensive to cover all costs to the District. Quotes received must be in the following format. Each section must be clearly labeled.

Section 1: Description of company and qualifications of contractor specific to completing the Services as described.

Section 2: Proposal describing how contractor will complete Services.

Section 3: Total cost for all Services as described.

Section 4: Minimum of three references, including name and contact information. All references should be for similar work (landscape/tree removal) performed within the last three (3) years. Note, if you have performed similar work for the District in the past three (3) years references are not required, you may simply put “Current District Vendor” in this section.

Quotes must be received by the District no later than April 2, 2025, by 5:00 PM. Quotes may be emailed to [josh.bonner@cvpcd.org](mailto:josh.bonner@cvpcd.org) (preferred) or submitted to the District office located at 82-925 Avenue 52, Coachella, CA 92236. Our office hours are 8:00 AM to 5:00 PM, Monday through Friday. All quotes submitted in person should be in a clearly marked envelope as follows:

Attn: General Manager, Tree & Brush Removal

Quotes may be submitted by mail; however, late submissions will not be accepted, regardless of postmark date.

It is strongly encouraged that all responders submitting a quote visit the work site to assess all required components of the job. You may visit the site on your own or contact the General Manager by email or phone to arrange a walk-through. If you wish a formal walk-through, please contact the General Manager no later than March 19, 2025, for an appointment.

#### **4. EVALUATION & AWARD**

District reserves the right to award the project to the contractor best equipped to perform the work within budget. The District will evaluate the quotes received on the following criteria.

- Lowest price
- Qualifications and ability to perform work

Timeline for Award

- March 3, 2025 - RFQ Issued
- March 25, 2025 - Questions Related to RFQ Due
- March 28, 2025 - Responses to Questions Posted
- April 2, 2025, by 5:00 PM - Quotes Due
- April 11, 2025 - Award of Contract

All communication related to this RFQ will be publicly accessible on the District's website at <https://CVPCD.org/governance/public-notices> under "District Procurement Notices".

#### **5. PROJECT BUDGET**

Project Budget: **Not to Exceed \$45,000.00**

Please note, should all quotes received exceed the Districts quote threshold (total cost), the District will have to reissue a new RFQ.

**EXHIBIT “A”**  
**PROPOSED SCOPE OF SERVICES**

The following is a general summary of the scope of Services for the project. The scope will be utilized to evaluate the RFQ responses received as the baseline for comparison.

**1. Project Goals**

The primary goal of this project is to remove the Hedge located along the southeast corner of the property. See images attached for the exact location of Hedge.

**1.1 Remove Brush**

- Cut and removal all brush located along the southeast property line.
- Completely remove all brush stumps to prevent regrowth
- Chip and remove all brush from grounds.
- See images attached of the work area.

**1.2 Remove Dead Elm Tree**

- The Hedge line has one tree growing among the brush that must also be removed, to include cutting and chipping, and removal of stump.
- See images attached of the work area.

**2. Additional Considerations**

When complete all brush and tree should be removed allowing for the installation of a new 6-foot chain link fence without impediment from brush or remaining root system.

Additional work goals and project parameters:

- All work is to be performed in a professional manner. To protect adjacent headstones, contractors must take all necessary steps to protect headstones from scratching, cracking, or breaking due to contact with vehicles and equipment. This may include placing cover (plywood) on ground to protect from outriggers, avoiding parking tires directly on top of headstones to avoid cracking from excessive weight, or other needed steps. Contractors will be responsible for replacement of headstones resulting from negligent damage.
- Access will be granted to work on the south side of the property line adjacent to the cemetery by property owner, allowing contractor to work on “both” sides of the project.
- Work is to be performed during cemetery operational hours, Monday through Friday, 7:00 AM to 3:00 PM. It is essential cemetery operations staff be on grounds in the event of irrigation damage or other unforeseen difficulties that require staff remediation.
- Contractor and District shall come to terms on an agreeable time frame to complete the project. Work will be performed in connection to the District’s installation of a new fence, with the District wishing both projects to be completed in close proximity (for security purposes). Fence installation timeline is not yet established, but project goal is for all work to be performed prior to July 1, 2025.

- Contractor will encounter the remains of a ranch style (wire) barrier/fence within the Hedge at certain aeras of the project site. This barrier may be damaged and/or removed during the course of the project without any liability to the contractor, as the barrier will be removed in whole by the District upon completion of the project.

### IMAGES

Image: Aerial map of project area (highlighted in red square).



Images: Hedges located along the southeast property line as seen from the cemetery.





Image: Hedges located along the southeast property line as seen from Jackson St (southern side of property).



Image: Elm Tree Requiring Removal





**EXHIBIT B  
CONTRACT FOR SERVICE**

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP]

Dear [INSERT NAME]:

Agreement for Tree and Brush Removal

Parties: This document shall be our Agreement (“Agreement”) regarding the Tree and Brush Removal 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] (“Contractor”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s Tree and Brush Removal Service (“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.”

Services; Schedule of Performance: The Services to be provided include all items as described in Exhibit A of this contract. Services on the Project shall begin upon issuance of a Start Work” order and shall be completed prior to July 1, 2025.

Standard of Care: 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.

Substitution of Key Personnel: 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: [\*\*\*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 District’s General Manager. Contractor’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 Contractor's fees, the District shall give written notice to Contractor, 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: 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 Subcontractors 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 subcontractors, 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.

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.

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, 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.

Indemnification: 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 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 subcontractors, sub-subcontractors 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 subcontractor, 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.

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, 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.

Assignment; Amendment: 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.

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.

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**

**\*\*\*INSERT NAME OF  
CONTRACTOR\*\*\***

Approved By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*  
\*\*\*INSERT TITLE\*\*\*

\_\_\_\_\_  
Name

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*  
Board Clerk

\_\_\_\_\_  
Date

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 CONTRACTOR; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONTRACTOR\*\*\*]

EXHIBIT "B"

COMPENSATION

\*\*\*INSERT CONTRACTOR RATE SCHEDULE\*\*\*]