

Attachment 1

BURIAL AND MAINTENANCE SERVICES AGREEMENT

THIS BURIAL AND MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into December 21, 2021 between AMERICAN CEMETERY MAINTENANCE AND BURIAL ("Contractor"), whose address is 2150 Portola Ave, Suite D-160, Livermore, CA 94551 and the CITY OF PLEASANTON, a municipal corporation ("City").

RECITALS

A. City issued a Request for Qualifications (RFQ) for Burial Services and/or Grounds Maintenance for the Pleasanton Pioneer Cemetery on September 14, 2021 and Contractor submitted qualifications for the requested burial services and grounds maintenance within the burial areas.

B. Contractor is qualified and experienced in providing burial services and grounds maintenance services within the burial areas as set forth in Exhibit A.

C. 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 January 1, 2022 and will expire December 31, 2022. Contractor will perform the services on the schedule as set forth in Exhibit A as coordinated with City staff person.

a. Agreement Renewal. The City and the Contractor shall retain the right to renew the term of this Agreement for additional one-year periods up to, but not exceeding, four (4) additional years. This Agreement may be renewed only by mutual agreement between the parties involved. Either party which wants to renew the Agreement shall provide the other party with written notice by August 1st preceding the possible January 1st renewal. The party receiving the request to renew shall respond to the other party in writing within ten (10) business days of whether or not the offer to renew is accepted. Each party retains the right to not renew the Agreement at the time of request.

2. **Services to be Performed**. Contractor shall perform, or cause to be performed, the services described in Exhibit A and for the area identified in Exhibit C.

a. Contractor may utilize the City’s backhoe located at the Pleasanton Pioneer Cemetery to open and close grave spaces. Only Contractor’s employees over 21 years of age with a valid California driver’s license, as well as current training and certification for the specific backhoe model, may operate the backhoe. Contractor acknowledges that it will accept the backhoe in an as-is condition, that City makes no

representations as to the backhoe's ability to operate as expected or required by Contractor, and that Contractor shall release City from all claims which may arise from the condition of the backhoe. Contractor shall promptly advise City of any concerns regarding the condition of the backhoe. If the backhoe is damaged while being used by Contractor, Contractor shall reimburse City for the cost of any repairs or replacement reasonably needed to return the backhoe to service.

i. Contractor acknowledges that the City intends to dispose of this backhoe as part of its surplus property process during 2022. After the City backhoe is no longer available, Contractor shall obtain a backhoe as needed to provide the burial services.

3. **Compensation.** Compensation for services shall not exceed \$205,650 and shall be paid as set forth in Exhibit B, attached hereto. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by 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 Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. This indemnification includes any claim that services provided under this Agreement, or any tool, article or process used, constitutes 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 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: David Garrison
2150 Portola Ave
Suite D-160
Livermore, CA 94551

To City: Zachary Reda
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 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

Brian Dolan, Interim 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: _____

Exhibit A

CEMETERY BURIAL SERVICES SCOPE OF WORK

(To be used in conjunction with
the City Standard Specifications and Standard Details, and
the State Standard Specifications and Standard Plans)

All work shall be in accordance with the City of Pleasanton Standard Specifications and Details dated November 2016.

All work not specifically called out as "Extra Work" in the below scope of work sections shall be considered "Basic Landscape Maintenance".

Item	Description	Quantity	Unit	Unit Price	Total
1.	Cemetery Burial Services	50	Year	See Exhibit B for fee schedule	As-needed service not to exceed \$62,250
2.	Basic Landscape Maintenance including labor, overhead and all required tools, etc. in burial service areas detailed in Exhibit C.	12	Month	\$50/hr, 144 hr per month, \$7,200/month	\$86,400
3.	Extra Work	1	Allowance	\$50/hr	\$15,000
4.	As-Needed Backhoe	1	Month	\$3,500/month	\$42,000
Total (not-to exceed):					\$205,650

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. | Leaf, Litter and Trash Removal | W |
| 2. | Weed Control | W |
| 3. | Mow | W during growing season |
| 4. | Edge | W during growing season |
| B. | TREES – To be maintained by the City. | |
| C. | NON-VEGETATED AREAS | FREQUENCY |
| 1. | Leaf, Litter and Trash Removal | W |
| 2. | Weed Control | W |
| 3. | Pre-emergent herbicide | Y |
| D. | PAVED AND GRAVE AREAS | FREQUENCY |
| 1. | Leaf, Litter and Trash Removal | W |
| 2. | Weed Control | W |
| 3. | Graffiti Removal | As needed |
| 4. | Adding and compacting DG | As needed |
| 5. | Repair of Ruts Caused by off Road Parking or Erosion | As needed |

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 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 City's request or approval in writing and agreement to pay.
- C. Major vandalism or damage caused by natural disasters.

SECTION 3. SPECIAL CONSIDERATIONS

3.01A 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 Representative 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, specifically in the pink sections of the Pleasanton Pioneer

Cemetery Map (Exhibit C), described by the specifications must be based on conditions as they exist at the time of the bid.

3.01F Exceptions

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

3.01 Natural or Open Space

Natural or rough areas shall be maintained in 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 not considered as part of this contract and shall be provided by another Contractor. Large broadleaf weeds shall be controlled either chemically or manually removed.

3.02 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.

3.03 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.

3.04 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.
- 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.

3.05 Erosion Control

The Contractor shall not be responsible for structural maintenance or repair or replacement of the following: parking areas, drive aisles, graves, 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.

3.06 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.

3.07 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.

3.08 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 emergents) 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. Any pruning necessary to remove infested or infected material is included in this contract at no additional cost.

Gopher and squirrel abatement is not included in the scope of work and will be performed by another contractor.

- A. The spray materials shall meet all Federal, State and local requirements.
- B. The Contractor shall use an insecticide spray that prevents or controls insect infestations.
- C. 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.
- D. 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.
- E. Snails and slugs shall be controlled by the use of an approved non-arsenical metaldehyde bait as prescribed by a qualified pest control advisor.

SECTION 6. TREE AND SHRUB CARE

6.01 General

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

6.02 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.

6.05 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.

6.06 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.

SECTION 7. BURIAL SERVICES AND MARKER INSTALLATION

American Cemetery Maintenance and Burial "Contractor" will work with the City of Pleasanton's contractor and city staff to provide burial services including:

7.1 Opening and closing of grave spaces/Interment and Disinterment – The Contractor shall bury remains presented for interment in the designated burial space. Depending on whether the burial is done with a ceremony, the contractor will schedule in a timely manner, the opening of the existing vault or niche or install required vault. Depending on location of grave the contractor will choose to either hand dig or use heavy equipment to

facilitate, removing existing marker and digging and removing the lid to the vault or niche. All surrounding graves and landscape will be protected from damage by covering with plywood or tarps. The remains are expected to be in either a casket or urn for burial. The process to place remains and close the vault or niche will follow standard cemetery practices which complies with all state regulations and city policy. The Contractor will supervise the closing, filling, compacting, and leveling of the grave, including restoring the surface, marker to original appearance. Compaction will be done using either manual or power tools, depending upon location and soil conditions. Contractor will ensure that the depth of each grave complies with state regulations and City Code. Contractor will superintend (manage) the burial of the body, refill and properly finish a grave after burial and collect and store in designated location on site or transport and dispose of all remaining spoils after each grave closing.

Disinterment will be conducted by Contractor as directed by City Sales & Management Contractor or City staff. Contractor will work with City Sales & Management Contractor to ensure that all necessary paperwork documenting disinterment and final disposition of remains is filed with the appropriate authorities.

7.2 Plot ownership confirmation prior to burial - Contractor shall be responsible for obtaining and confirming space ownership documentation from City Sales & Management Contractor or City staff. City Sales & Management Contractor or City Staff is responsible for marking the grave location, by agreed method. Confirmation shall occur prior to opening of gravesite and burial. Gravesite preparation shall be accomplished in a timely fashion, so as not impede scheduled services.

7.3 Graveside preparation – Contractor shall be responsible for graveside set up of tent(s), chairs, and lawn greens. At least one member from the Contractor's burial crew must remain onsite until the family has left the Cemetery. Lowering the casket, tearing down the set-up and placing the lid shall be conducted in a professional, careful, and considerate manner.

7.4 Installation of vaults as needed - The Contractor shall have equipment and personnel to safely prepare and install cement grave vaults as requested for burial services. Concrete vaults are provided by the City. Depending on location of grave the

Contractor may choose to either hand dig or use heavy equipment to facilitate the installation of the vault. The vault will be installed to meet standard cemetery practices that complies with all state regulations and city codes. In the process of the vault installation, if an unexpected obstacle occurs, such as: a previous installed adjacent vault is intruding on burial space, or any other irremovable object, the Contractor will work with the City Sales and Management Contractor to resolve the issue which may require a fee adjustment.

7.5 Ground leveling and soil compacting for new - New gravesites are to be cleared, tamped sunk, and leveled with the surrounding terrain within seven (7) calendar days of burial services. Within twenty (20) calendar days following initial leveling, perform a follow-up leveling for re-vegetation.

7.6 Marker installation – The Contractor shall install headstones and markers within seven (7) days of notification by the City Sales & Management Contractor. Contractor shall ensure site layout and preparation and install headstones and markers. Headstones shall be handled in a manner that prevents damage. Contractor shall ensure that flat markers shall be uniform in height (parallel with the ground and no more than 1 inch above grade) and horizontally and vertically aligned. Contractor shall provide headstone re-setting up to 1 headstone or marker per week. The Contractor is not responsible for the purchase and delivery of the monuments, headstones and markers to the cemetery.

SECTION 8. EQUIPMENT

When the City backhoe is no longer available for Contractor's use, Contractor shall obtain its own, or rent as needed, a backhoe to provide the burial services. If the Contractor buys its own backhoe, Contractor shall provide the City with a rate sheet setting forth the hourly cost for the backhoe. If the Contractor rents a backhoe, Contractor shall provide City a copy of the rental invoice, to which Contractor may add a ten percent (10%) administrative cost. Such ownership hourly rate, or rental invoice + administrative cost, may be added as expenses to be invoiced by Contractor and paid by City, in additional to the Cemetery Fee Schedule set forth in Exhibit B.

Exhibit B

CEMETERY FEE SCHEDULE

Compensation

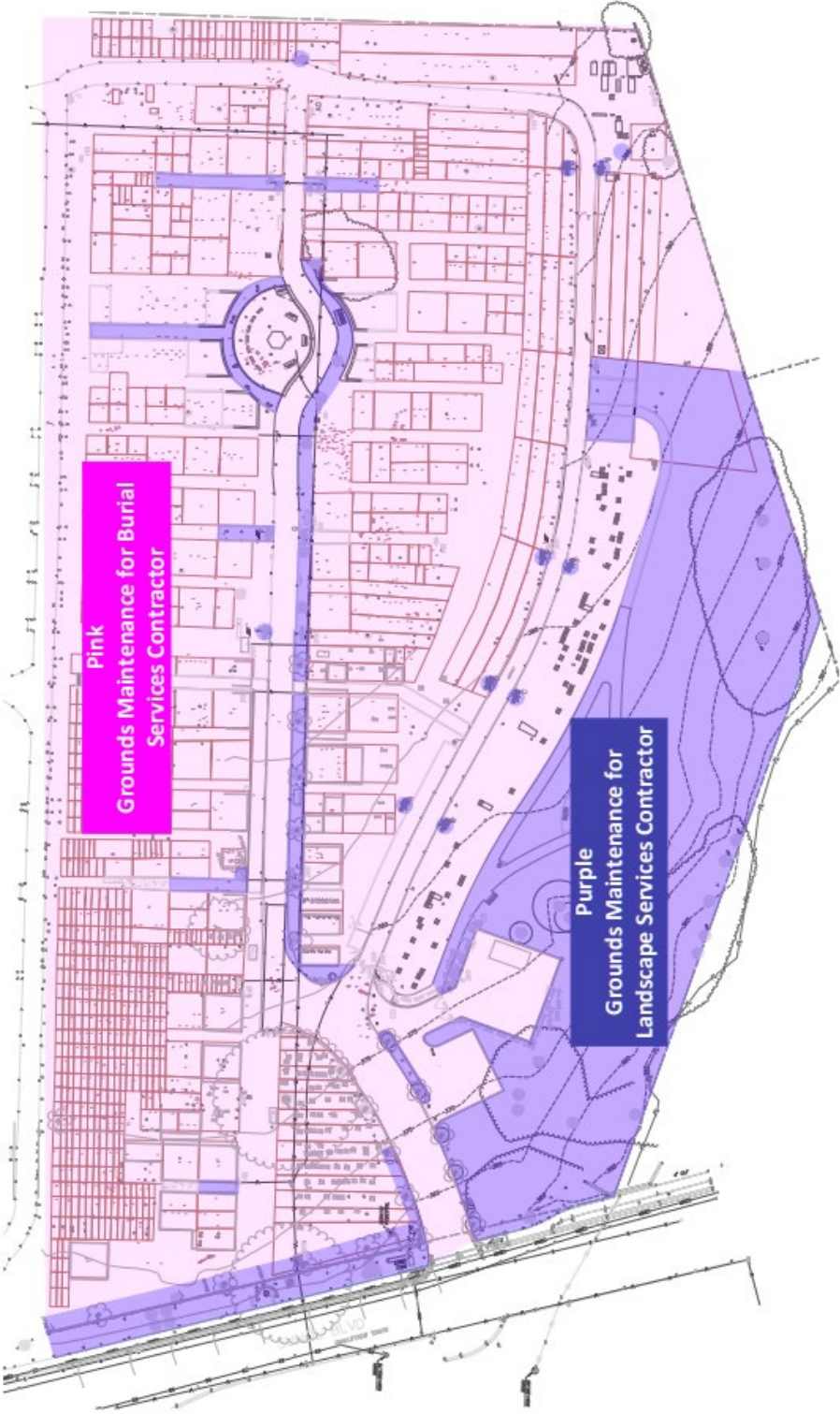
The Contractor will invoice the City for burial services once duties have been performed at the below rates.

Burial Services*		
Interments	Weekday	Weekend
Open & Closing of Grave - Casket Burials	\$1400	\$1700
Preparing graveside for services		
Open & Closing of Grave – Cremated Remains Burials	\$600	\$700
Preparing graveside for services		
Installation of Cement Vaults Single	\$1500	\$1750
Installation of Cement Vaults Double	\$1650	\$1900
Disinterment		
Casketed Remains	\$1900	\$2300
Cremated Remains	\$700	\$800
Crypt	Request Quote	
Niche	Request Quote	
Grave Markers & Monuments		
Installation of Flat Marker	\$325	\$375
Flat Marker Removal	\$100	\$150
Repair of Existing Marker or Monument	Request Quote	

**Note that if both parties are in mutual agreement to continue this service agreement beyond 2022, burial services prices listed above may be adjusted yearly, with the first adjustment occurring on January 1, 2023.*

Exhibit C

CEMETERY GROUNDS MAINTENANCE MAP OF SERVICE AREAS



Pioneer Cemetery Maintenance Map
October 2021