

**Tulare Public Cemetery District**  
**900 EAST KERN AVENUE\*\*TULARE, CALIFORNIA 93274\*\*PHONE (559) 686-5544**

**BOARD AGENDA**

**Special Board Meeting**  
**October 15, 2020**  
**1:00 P.M.**

**NOTE: MEETING ADDRESS CHANGE: 469 N. CHERRY ST (South Side of Tulare First Baptist Church Campus) location link: <https://goo.gl/maps/nLN9C5g2UhJbuGdd8>**

**THIS MEETING WILL BE AVALIBAL VIA CONFRENCE CALL. PLEASE CALL 1-978-990-5262. THE ACCESS CODE IS 8540315**

**PRELIMINARIES:**

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Recognition of Visitors

**NOTICE TO THE PUBLIC  
PUBLIC COMMENT PERIOD**

AT THIS TIME, MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM THAT IS NOT ON THE AGENDA THAT IS WITHIN THE JURISDICTION OF THE BOARD. Under state law, matters presented under this item cannot be discussed or acted upon by the board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for board consideration. Any person addressing the board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak

**OPEN SESSION – AGENDA ITEMS: (All items are subject to discussion and possible action by the Board of Trustees.)**

- 2.1 VFD Pump Bid – North Cemetery
- 2.2 Automated Gate Bids – North Cemetery
- 2.3 Electrical Bid for Automated Gate – North Cemetery
- 2.4 Bevearment Training
- 2.5 COS Managerial Training
- 2.6 Chemical Training – Foreman Faria
- 2.7 Proposed TPCD Public Works Agreement
- 2.8 Proposed TPCD Purchasing Policy
- 2.9 Manager’s Report

**ADJOURNMENT:**

**OPEN SESSION AGENDA ITEMS  
NOTICE TO THE PUBLIC**

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00 AM – 5:00 PM AT THE ADMINISTRATION OFFICE OF THE DISTRICT LOCATED AT 900 E. KERN AVE., TULARE, CA 93274

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.



15499 Ave 280  
 Visalia, CA 93292  
 Phone (559) 747-0755 Fax (559) 747-3881

# Estimate

DATE 10/2/2020

Customer ID Install VFD

**Estimate For: Tulare Public Cemetery**  
 4572 J st.  
 Tulare Ca 93274

Estimate valid until: 11/1/2020  
 Prepared by: Carlos Trevino  
 Cel 559-750-2620

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
Carlos T.				Due on receipt
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
1	30HP VFD 460Volt 3PH Nema 3R enclosure			\$ -
	UL-508 Listed Fused main disconnect			\$ -
	Door mounted remote display/programmer W/ cover			\$ -
	Hand/Off/Auto switch W/ Speed Potentionmeter			\$ -
	Transcoil 5% Line Reactor			\$ -
	StrikeSorb Surge Arrestors			\$ -
1	Misc. Electrical Fittings/ 0-150 Transducer/			\$ -
	25' of Belden Cable/			\$ -
1	TOTAL MATERIAL		12,656.00	\$ 12,656.00
				\$ -
				\$ -
				\$ -
				\$ -
	EQUIPMENT _____			\$ -
	LABOR			\$ -
10	LABOR 2 Man construction crew		280.00	\$ 2,800.00

SUBTOTAL	\$ 12,656.00
TAX RATE	8.25%
SALES TAX	1,044.12
LABOR	2,800.00
<b>TOTAL</b>	<b>\$ 16,500.12</b>

**This estimate is for completing the job described above, based on our evaluation. It does not include additional labor and materials which may be required.**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

KPI Rep Signature \_\_\_\_\_ Date \_\_\_\_\_

If you have any questions concerning this estimate, please contact us @ 559-747-0755  
**THANK YOU FOR YOUR BUSINESS!**

License #826935 Class A, C-57



# Variable Frequency Drives on Agricultural Pumps

Variable frequency drives (VFDs) on agricultural pumps are an efficient alternative to throttling control or bypass control on irrigation pumping systems. The most common pumps used in agricultural irrigation systems are:

- Well Pumps (typically either vertical turbine or submersible)
- Booster Pumps (typically vertical turbine, with some inline centrifugal)



VFDs for irrigation pumps have great potential for energy savings by adjusting the pump speed to produce the desired flow and/or pressure for the irrigation system.

Solution Codes	Solution Description	Incentive
PM-21284 (Retrofit) PM-21051 (New)	VFD on Agricultural Well Pumps (≤ 300 hp)	\$75 / Motor HP
PM-21285 (Retrofit) PM-21052 (New)	VFD on Agricultural Booster Pumps (≤ 150 hp)	\$65 / Motor HP
<b>Effective date</b>	<b>2020</b>	
<b>Incentive Approach</b>	Express Solution [ ≤ 300 hp ]	
<b>Eligibility Requirements</b>	<p>The answer should be “yes” to the questions below in order to qualify for a rebate:</p> <ul style="list-style-type: none"> <li>• Will the variable frequency drive (VFD) be used to adjust the operation of a pump to meet flow/pressure requirements, and not used simply as a soft starter or for cavitation control?</li> <li>• Does the pumping application currently have the means of varying the pressure/flow (i.e. throttle valve, control valve, etc.)?</li> <li>• Will the VFD be installed on the pump motor with a minimum operation of 1,000 hours per year?</li> <li>• Is the VFD installed on a pressurized irrigation system? (no flood irrigation)</li> <li>• Does the customer have an existing electrically operated agricultural booster or well pump installed on site, or plans to install a new agricultural booster or well pump?</li> </ul>	
<b>Terms and Conditions:</b>	<p>The customer must supply an invoice or other supporting documentation that includes the quantity of VFDs, type (well and/or booster), horsepower rating of motor(s) and VFD(s), area map showing physical location of pumps, and the manufacturer make/model of the VFDs installed.</p> <p>The VFD is recommended to meet requirements as specified by IEEE Standard 519TM-2014.4</p> <p>Please Note: The Express rebate is not eligible for the following applications:</p> <ul style="list-style-type: none"> <li>• Used to fill a reservoir</li> <li>• That discharges directly into a canal</li> <li>• Mixed flow pump (high volume, low head)</li> </ul>	



## ALTA PUMP CO. INC

42821 Road 80, Dinuba, CA 93618  
(559) 591-7669 – Fax: (559) 591-3864  
**Contractors License #403639**

September 30, 2020 TULARE PUBLIC CEMETERY

QUOTE

\*QUOTED AS PUBLIC WORKS\*

### BENEFITS OF A VFD (VARIABLE FREQUENCY DRIVE)

- CONSTANT PRESSURE TO A SET POINT
- VARIABLE FLOW RATE WITH CONSTANT PRESSURE TO MAX HORSEPOWER
- STARTS MOTOR/PUMP SLOWLY, REDUCING WEAR ON UNIT
- REDUCES HIGH IN RUSH CURRENTS TO MOTOR
- SAVES ON ELECTRICITY BY MATCHING PUMP TO WATER DEMAND
- REDUCES THE NEED FOR A LARGE PRESSURE TANK

### VFD (VARIABLE FREQUENCY DRIVE) INSTALLATION

- (1) 30HP VFD 460VOLT  
460V58A/32.5A N3R

### OPTION LIST

- (1) VFD DOOR COVER
- (1) STRIKESORB 30SPD 400V
- (1) LEGEND PLATE FRAME
- (1) 22MM LABEL HAND/OFF/AUTO
- (1) 3 POS HOA SWITCH 22MM
- (1) SPEED POT 2500K OHMS
- (1) TCI KDR OPTIMIZED LOAD REACTOR 52AMP OPEN
- (1) KIT-TRANSDUCER 0-145PSI 4-20MA
- (1) 18" LEG FOR IQ1000 NEMA 3R CABINET

**\*THIS IS NOT A STANDARD VFD. IT IS LOADED WITH OPTIONS THAT INCREASE FUNCTION AND RELIABILITY**

- (1) MISC HOT CUTTER, HARDWARE  
ELECTRICAL FITTINGS

**\*UNIT COMES WITH MANUFACTURES 3YEAR WARRANTY**

**\*ALTA PUMP CO. 1YEAR PARTS AND LABOR WARRANTY INCLUDED**

*Total* **\$18,114.86**  
*(PRICE INCLUDES MATERIALS, TAX, & LABOR)*

*Prices good for thirty (30) days.*

Thank you for allowing me to quote this project. Please contact me with any questions.

Sincerely,

  
Les Travioli

PROPOSAL AND CONTRACT

SPENCE FENCE COMPANY ENTERPRISES



E-MAILED

9-24-2020

1145 NORTH MILLER PARK COURT  
 VISALIA, CA 93291  
 (559) 651-2889 • FAX #(559) 651-2890  
 Contractor's License #987483

Tulare Public Cemetary

Name <u>Steve Present</u>	Billing Address
Job Address <u>4572 "D" St</u>	City
City <u>Tulare</u>	Phone: <u>804-2248</u>

Directions:  
Kppresent@comcast.net

Install ① 36' x 6' w/③ Strand BarBWire  
 with V-Track - 8" x 4" concrete curb  
 ① HD 240 Volt Operator  
 ① Exit Loop  
 ① Loop Detector  
 Sealer  
 ① Key Pad  
 ① Knob Box  
 ① Timer  
 concrete for  
 Back side of gate

\* Customer TO Run  
 Power to operator Location \*

\* Job is Prevailing Wage \*

Fence Style C/C 11ga Height 6' Posts at \_\_\_\_\_ centers  
 Total estimated footage 36' Gates ① 36' x 6' Rollgate w/BarBWire & V-Track

**NOTICE TO OWNER**

"Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor services or material, has a right to enforce his claim against your property."  
 "Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

SPENCE FENCE IS NOT RESPONSIBLE FOR ANY UNDERGROUND LOCATES OR PERMITS. Initial \_\_\_\_\_

Estimated price includes material and labor to complete job as stated above unless otherwise noted. Price may be adjusted to actual measured footage completed. Due to varying material costs, this estimate is valid 20 days from date.

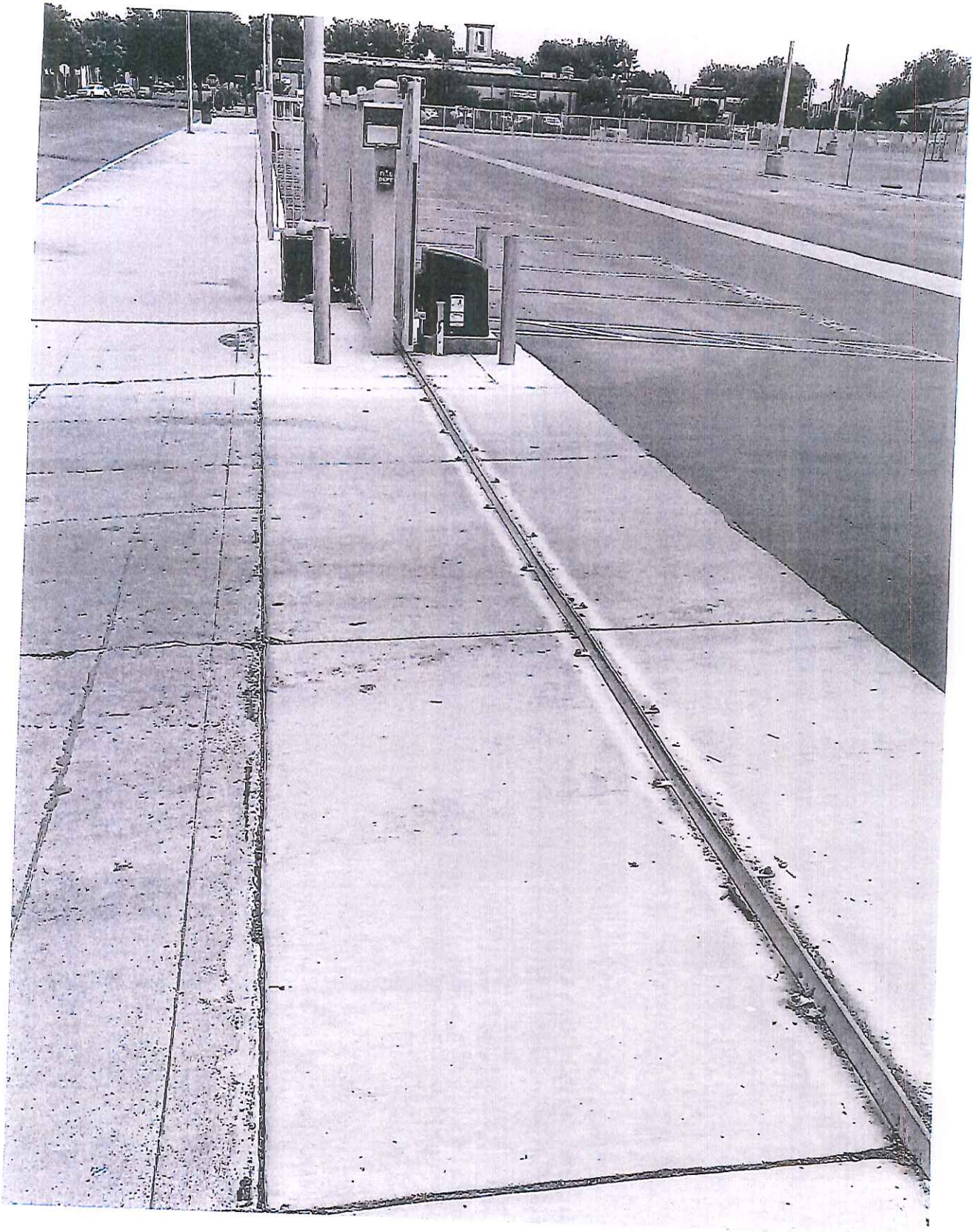
**PAYMENT DUE IN FULL DAY OF INSTALLATION**

Initial \_\_\_\_\_ TOTAL ESTIMATED PRICE \$ 16,975

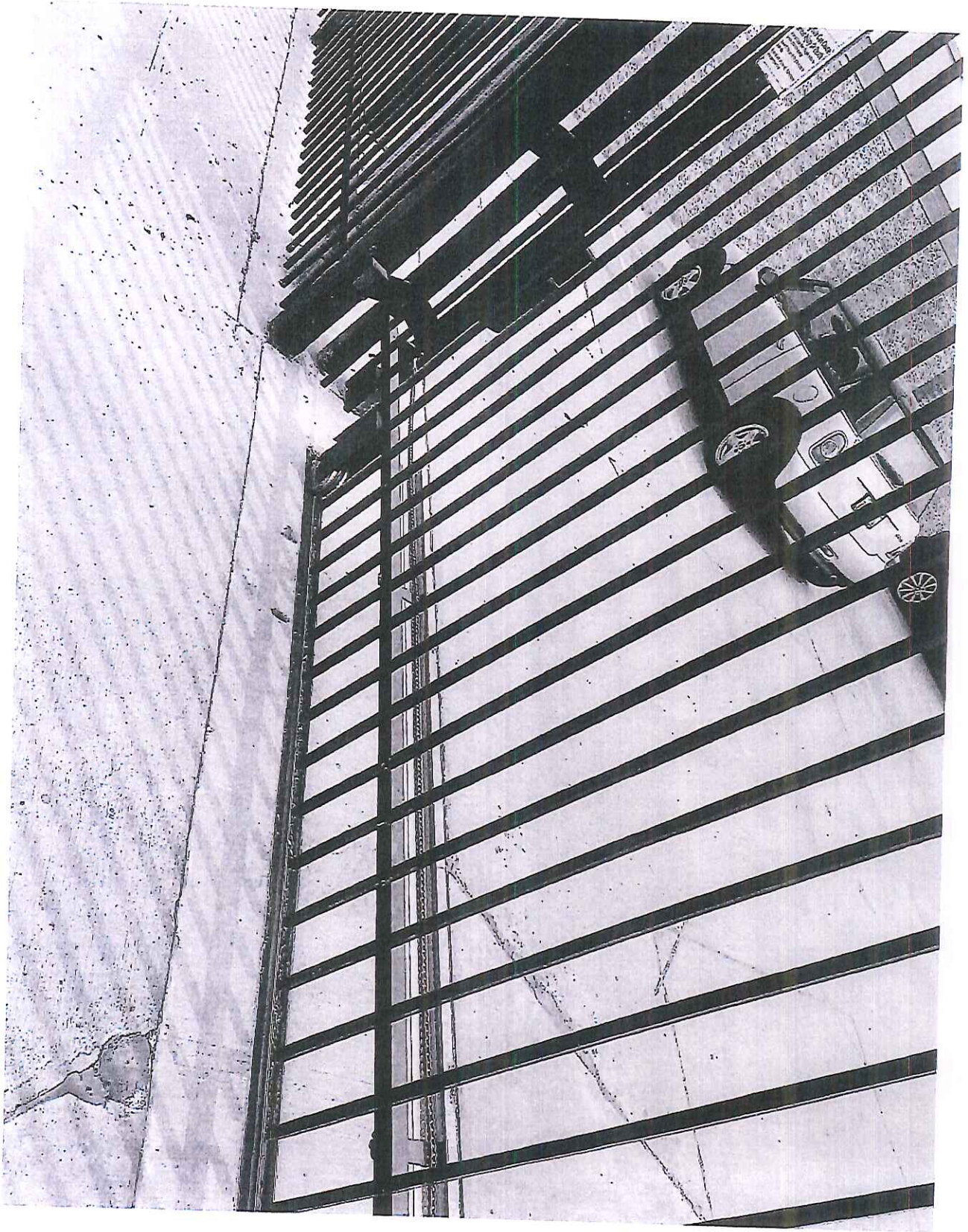
The above proposal is hereby accepted according to terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof. **PLEASE PAY LAST INSTALLER ON JOB.**

DATED: \_\_\_\_\_











# QUICK QUOTE

**FACT** automated entrances inc. ccl 711805

home of the 3 a's  
automatic doors  
automatic gates  
access control

1819 E Lamona, Fresno, CA 93703 VISIT US AT [www.autodoor.com](http://www.autodoor.com)  
telephone from the central valley 559 495-fact (3228) FAX 559 495-3222  
from bakersfield, san luis obispo and santa maria- toll free 1-800-553-fact (3228)

DATE: Thursday, August 20, 20

PROJECT  
Tulare Public Cemetery

TO : Steve  
Phone: 804 2248  
Fax:

## EQUIPMENT TO BE SUPPLIED

- 1 Provide and install two "Elite" SI 3000 slide gate operators to include a concrete pads.
  - 2 Provide and install two safety loops one free exit loop and two loop detectors.
  - 3 Provide and install v-track system.
  - 4 Provide and install one radio receiver to include 5 single button transmitters.
  - 5 Provide and install one keypad.
- Power and conduit by others.

Prevailing wage is included

**ADDENDA NOTED** (WE WILL BE SUPPLYING THE EQUIPMENT BRANDS AS SHOWN ONLY)  
PER PLANS & SPECS YES  NO  TAXES INC YES  NO   
FURNISHED & INSTALLED YES  NO  FOB JOB SITE YES  NO

**BASE BID** ALT #1  
\$14800.00

SINCERELY

*Derrick Moren*

General Manager

ADDITIONAL NOTES- QUOTES INCLUDE ALL  
STANDARD CERTIFICATES FOR LIABILITY INS. TO \$2 MIL.,  
AUTO, AND WORKMEN'S COMP. ADDITIONAL INSURED  
CERTS ARE \$100 EA AND CG2010 (11/85) RANGE FROM  
\$250.00 TO \$500.00 EA. THIS IS A REQUIREMENT OF OUR  
CARRIER.

# OPEN & SHUT ENTERPRISES

TELEPHONE (661)587-6200

FAX (661)587-6400

I.D.E.A CERTIFIED TECHNICIANS

CONTRACTORS STATE LICENSE # 747747

6612 DOWNING AVE., BAKERSFIELD, CA 93308-5806

## PROPOSAL

TO:

Steve

FROM:

Mike Bush

COMPANY:

Tulare Cemetery

DATE:

8-20-20

EMAIL:

kppresant@comcast.net

TOTAL NO. OF PAGES INCLUDING COVER:

1

PHONE NUMBER:

559-804-2248

RE:

Proposal for Gate Operating System at 4572 J  
St., Tulare CA 93274

=====

NOTES/COMMENTS: (ALL PROPOSALS MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS)

For **\$13,890.00** we can furnish and install the following:

- 2 Ea Liftmaster CSL24 Roll Gate Operator
- 2 Ea Loops Cut, wrapped, and sealed in existing
- 2 Ea Loop Detector
- 36' V-Track plated to existing concrete
- 4 Ea Pipe Track Wheels
- 2 Ea V-track Wheels w/center carriers
- 1 Ea Fire Dept. Access box w/Knox Switch
- 1 Ea Digital Keypad
- 1 Ea Programmable Timer
- 5 Ea Single Button Remotes
- 2 Ea Concrete pads for mounting gate operators.

### Notes:

1. Electrical and control wiring and conduit by others.
2. Figured at prevailing rate.

ATTENTION: IF YOU WOULD LIKE US TO PROCEED WITH THE ABOVEWORK, PLEASE SIGN AND DATE BELOW AND FAX BACK TO US. WE WILL THEN ORDER EQUIPMENT, IF APPLICABLE, AND SCHEDULE YOU IN FOR INSTALLATION AND/OR REPAIRS. PAYMENT IS DUE UPON COMPLETION OF OUR WORK.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



*We are pleased to submit the following Commercial HD Video Proposal for:*

---



*Steve Presant for:*

## ***Tulare Public Cemetery - North***

900 East Kern Avenue • Tulare, CA 93274  
559.686.5544 office • 559.804.2248 Steve  
[kppresant@comcast.net](mailto:kppresant@comcast.net) • [leonortcd@outlook.com](mailto:leonortcd@outlook.com)

*Prepared by:*

***Giotto's Alarm-Tech, Inc.***

Danny Giotto  
[Danny@giottosalarmtech.com](mailto:Danny@giottosalarmtech.com)  
559.688.7618 office  
559.331.2031 mobile

**B82028**

**• New Commercial HD Video Surveillance System •**

- 1      exacqVision Professional A-Series 2 TB IP Win 10 Desktop Server  
      *ExacqVision IP04-02T-DT*
- 1      24" FULL HD LED Backlit Display  
      *Viewsonic VX2457MHD*
- 1      NavePoint Low Profile Wall Mount TV Bracket Tilt 13-27 Inches  
      *NavePoint 00300650*
- 1      Video Server Lockbox - Desktop  
      *VMP DVRLB1*
- 1      1000va / 500 Watt UPS  
      *Tripp-Lite SMART1000LCD*
- 1      Large Beige Control Box  
      *Angel & Jerome BOXL*
- 1      Control Box Lock
- 2      8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras  
      *ENS Security SIP48B5AMZH*
- 2      Bullet Camera Back Boxes  
      *ENS Security ES1260ZJ*
- 1      4-Port 100Mbps Unmanaged PoE Switch  
      *ENS Security POESW6*
- 8      CAT-5 Ice Cube RJ45 Connectors  
      *LEVITON EZRJ45*
- 2      M2 NanoStation  
      *UbiQuiti LOCOM2USR*

## PROJECT SUMMARY

Equipment Total	\$6,098.80
Installation Total	\$2,540.00
Tax	<u>\$410.19</u>
<b>TOTAL INSTALLED</b>	<b>\$9,048.99</b>

*This Job, and all Sub-Contractors have been bid at current Prevailing Wages*

*Minimum 3 mbps Internet Upload Speed will be required for remote access to cameras*

*\*\*\* This video server will ONLY accept HD cameras (No Analog) \*\*\**

*This server comes with 3 years Software Support and Updates included.*

*Please sign and return this proposal for acceptance & scheduling.*

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## Product Details



**exacqVision Professional A-Series 2 TB IP Win 10 Desktop Server IP04-02T-DT**  
IP Desktop recorder with 4 IP camera licenses (64 max). exacqVision Professional or Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 or Ubuntu Linux 16.04 on SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs, DVD-RW. Keyboard and mouse included.



**24" FULL HD LED Backlit Display** **VX2457MHD**  
ViewSonic VX2457-MHD 24" Full HD 1080P AMD FreeSync Gaming Monitor, 1000:1, 300cd/m2, HDMI, VGA, DisplayPort, Built-in Speaker, VESA Mountable



**NavePoint Low Profile Wall Mount TV Bracket Tilt 13-27 Inches** **00300650**  
Mounts most 13 - 27" TVs.  
Load Capacity: 66 pounds  
Low Profile  
VESA: 50x50,75x75,100x100,200x100  
Ceiling to TV: 41 - 64 inches



**Video Server Lockbox - Desktop****DVRLB1****1000va / 500 Watt UPS****SMART1000LCD**

Supports a basic desktop PC up to 60 minutes during power outage  
 Features 8 protected outlets - 4 battery-protected, 4 surge-only  
 Offers automatic voltage regulation (AVR)  
 LCD screen reports real-time UPS and power status  
 Plugs into any NEMA 5-15R socket

**8MP 2.8-12mm Ultra-Low Light IP Bullet Color Camera****SIP48B5AMZH**

8MP, 2688x1520@30fps, 2.8-12mm, 0.018 Lux @ F1.6, Matrix IR 2.0, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67 & IK10, MicroSD Slot up to 128GB, Audio I/O, Alarm I/O, DC 12V, PoE, Junction Box Included

**Bullet Camera Back Box****ES1260ZJ**

Junction Box for Bullet Camera  
 Appearance: White  
 Material: Aluminum Alloy  
 Dimension: 88.5mm  
 Weight: 251g

**4-Port 100Mbps Unmanaged PoE Switch****POESW6**

5x10/100Mbps Ethernet ports  
 4 10/100Mbps ports support PoE  
 PoE complies with IEEE802.3af/at, up to 30W for single port  
 Up to 250m transmission distance on EXTEND mode  
 Easy to use, no need to configure  
 High quality with all metal housing  
 Lightning Protection 6KV

**M2 NanoStation****LOCOM2USR**

low cost, efficiently designed CPE  
 links faster and farther than ever before  
 remote reset capability  
 POE injector / power supply  
 Compact design  
 Cost effective

*We are pleased to submit the following Gate Access Proposal for:*

---



*Steve Presant for:*

## ***Tulare Public Cemetery - North***

*900 East Kern Avenue • Tulare, CA 93274*

*559.686.5544 office • 559.804.2248 Steve*

*[kppresant@comcast.net](mailto:kppresant@comcast.net) • [leonortcd@outlook.com](mailto:leonortcd@outlook.com)*

***Prepared by:***

***Giotto's Alarm-Tech, Inc.***

*Danny Giotto*

*[Danny@giottosalarmtech.com](mailto:Danny@giottosalarmtech.com)*

*559.688.7618 office*

*559.331.2031 mobile*

# Giotto's Alarm-Tech, Inc.

1100 Security Court  
Tulare, CA 93274  
559.688.7618 office  
AC07536

## System Design For

Tulare Public Cemetery - North  
4462 North J Street  
Tulare, CA 93274  
559.686.5544 office

### B82027

#### • Automated Gate Installation with New Gate, and Access Control •

- 1 Maximum Controls Slide Gate Operator  
Encon MAX-2200-PRO
- 1 Bosch 8512 8 Zone Control Panel Upgrade  
Bosch B8512G
- 1 64" Single In Ground Pedestal  
Liftmaster PED64
- 1 IClass Card Reader & Keypad Combination  
Bosch ARDSERK40W1
- 1 Access Door Control Interface Module  
Bosch B901
- 20 iClass Access 26-bit Fobs  
Bosch ACTIC2K26
- 1 Gate / Alarm Interface - Octorelay Module  
Bosch B308
- 1 GAT Touch Pad Weather Guard
- 1 Twin Photobeam Detector Safety Beam  
SECO-LARM E960
- 1 Sensing Edge Transmitter with Audible Low Battery Alarm  
Miller Edge MWTA12
- 1 Sensing Edge Reciever  
Miller Edge MWR12
- 1 LiftMaster Safety Edge 4'  
Liftmaster S504AL
- 1 Pre-Made Safety Loops
- 2 Cut-In Safety Loops
- 2 Elite Plug-In Loop Detectors  
Sentex AELD
- 1 Recessed V Groove Gate Track - 40'
- 1 Fire Department Lock Box  
DKS 1400080



- 2 Nickel Plated #40 Chain (10' Lengths)  
EN40CHAINNICKLE
- 1 Chain Carrier
- 1 Backbone Connection to Alarm Control (Wire Only)
- 1 Misc: Conduit, Connectors, Christy Boxes, Plates, Brackets Etc.

*All Underground Pipework from the Maintenance building to the Gate is by others per Giotto's Alarm-Tech, Inc. specs. Giotto's Alarm-Tech, Inc. to provide all Low Voltage Wire. 110v to Gate is by others as well.*

**Sub-Contractors**

1	Spence Fence <i>New 40' Gate and Removal of Man Gate</i>	\$9,922.50
1	Wright Bros Concrete <i>New 36' x 11' New Driveway Approach w/ Recessed Gate Track and Operator Pad</i>	\$9,943.50
1	MD Concrete Cutting & Demolition <i>Cut in New Safety and Free Exist Loops into Existing Concrete</i>	\$945.00

**PROJECT SUMMARY**

<i>Equipment Total</i>	<i>\$31,936.10</i>
<i>Installation Total</i>	<i>\$8,763.00</i>
<i>Tax</i>	<i><u>\$703.81</u></i>
<b>TOTAL INSTALLED</b>	<b><u>\$41,402.91</u></b>

***This Job, and all Sub-Contractors have been bid at current Prevailing Wages***

*Please sign and return this proposal for acceptance & scheduling.*

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

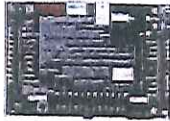
**Product Details**



**Maximum Controls Slide Gate Operator**

**MAX-2200-PRO**

- Max Gate Length: 60'
- Max Gate Weight: 2200 lbs
- Chain drive #40 nickel plated chain 25' included
- 1.25 HP DC brushless motor
- Automotive grade circuitry
- 5yr warranty



### G Series 99 Zone Control Panel

**B8512G**

Provides up to 99 points using a combination of hardwired or wireless devices for installation flexibility, and up to 8 areas and 8 doors for up to 500 users  
Fully integrated intrusion, fire, and access control allows users to interface with one system instead of three

On-board Ethernet port for Conetrix IP alarm communication and remote programming, compatible with modern IP networks including IPv6/IPv4, Auto-IP, and Universal Plug and Play Remote Security Control (RSC) app which allows users to control their security systems – and view system cameras - remotely from mobile devices such as phones and tablets



### 64" Single In Ground Pedestal

**PED64**

- 1) Universal face plate, 4" x 4" x .120" (11 gauge)
- 2) in ground or wet cement pedestal
- 3) 1/2" NPT hole (drilled and tapped) on the back just above the 23" mark
- 4) Heavy duty square tube 2" x 2" x .120" wall (11 gauge)
- 5) 12" Reach (On Vertical Center) - Two 45° Cuts & Welded
- 6) Phosphate pretreatment (rust inhibitor)
- 7) TGIC outdoor polyester powder coat with UV protectant
- 8) Includes carriage bolts (4) and nuts (4)
- 9) Boxed individually
- 10) Customizable dimensions and colors available upon request



### iClass Card Reader & Keypad Combination

**ARDSERK40W1**

13.56 MHz proximity compatible with access controllers with Wiegand interfaces  
Suitable for indoor and outdoor use  
Support of multiple card technologies (e.g. iCLASS SE, SEOS, MIFARE DESFire® EV1)  
Interoperable with a growing range of technology environments and form factors



### Access Door Control Interface Module for B Series Control Panel

**B901**

Direct interface to compatible Wiegand card readers  
On-board buzzer output and supervised on-board points  
Request to Exit and Request to Enter inputs that can have a shunt only option  
Four door states: Locked, Unlocked, Secured, Fire Unlock  
SDI2 support as well as SDI compatible



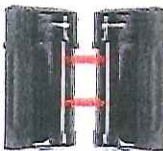
### iClass Access Fobs 26-bit

**ACTIC2K26**



### GAT Touch Pad Weather Guard

**GAT-TP-MOUNT**



### Twin Photobeam Detector

**E960**

Built-in laser beam alignment system speeds accurate, reliable positioning Twin infrared beams provide reliable perimeter security, minimizing false alarms from falling leaves, birds, etc. Lensed optics reinforce beam strength & provide excellent immunity to false alarms due to rain, snow, mist, etc. Weatherproof, sunlight-filtering case for indoor & outdoor use. Anti-frost system so that beam functions even in extreme conditions. Automatic input power filtering with special noise rejection circuitry. NC/NO alarm output. N.C. tamper circuit included. Non-polarized power inputs. Quick, easy installation with built-in laser beam alignment sys. Interruption time adj. for nearly all situations.





**Sensing Edge Transmitter with Audible Low Battery Alarm** **MWTA12**  
 Includes a built in Audible Alarm feature that activates when the battery has only 25% of its life remaining, indicating the battery should be replaced. The alarm sounds for 5 to 10 seconds at 1 to 2 minute intervals. For use with MWR02 or MWR03 receiver.



**Sensing Edge Receiver** **MWR12**  
 The receiver will operate on either 12 or 24 volt AC or DC and provides N.O. or N.C. output.  
 For use with MWT12 or MWTA12 transmitter.



**LiffMaster Safety Edge 4'** **S504AL**  
 4'  
 Monitored  
 Pulse  
 2 wire  
 Includes mounting channel



**Elite Plug-In Loop Detector** **AELD**  
 Automatic Tuning - Lightning & Surge Protection - Four (4) Frequency Levels - Compatible with ALL radio controls & remote openers - Sensitivity Boost - Fail Safe and Fail Secure Configurations - Separate Color-Coded LED indicators - Wide Loop Inductance Range: 20 to 2500 micro Henries - Velcro pull tab for easy extraction from the rack



**Fire Department Lock Box** **1400080**  
 Accepts Fire Department padlock  
 Gate opens automatically when lock is removed and door is opened  
 Ample room inside for additional access devices  
 Surface or post mounted



**Nickel Plated #40 Chain (10' Lengths)** **EN40CHAINNICKLE**  
 #40 Nickel plated 10' Lengths, Includes 1 master link



Lic # 1042522  
1786 Cochran Ave  
Tulare, CA 93274  
eliteelectrical007@gmail.com  
559-302-7607

# Elite Electrical Services

**Estimate**

For: Tulare Public Cemetery  
tularepubliccemeterydistrict@outlook.com  
North Tulare Cemetery

Estimate No: 84  
Date: 06/19/2020

---

Description	Amount
-------------	--------

- |  |            |
|--|------------|
| 1. Run 1-1/4 conduit from 200amp panel in shop through the attic to south west side of building to christy box.  | \$9,870.00 |
| 2. Trench from christy box 1000' to southwest gate and run 1-1/2" pvc schedule 40 conduit for power to gate opener installing christy box's every 250' |            |
| 3. Install 30amp 240v disconnect close to motor location and pull in #8 wire from panel to disconnect for gate.  |            |

\* This estimate includes traffic rated christy box's and lids!

DIR# PW-LR-1000581956

Subtotal	\$9,870.00
Total	\$9,870.00

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<b>Total</b>	<b>\$9,870.00</b>
--------------	-------------------

---

## Notes

Please sign, date and return as your acceptance of this estimate.

x \_\_\_\_\_

Date \_\_\_\_\_

Lic # 1042522  
1786 Cochran Ave  
Tulare, CA 93274  
eliteelectrical007@gmail.com  
559-302-7607

# Elite Electrical Services

**Estimate**

For: Tulare Public Cemetery  
tularepubliccemeterydistrict@outlook.com  
North Tulare Cemetery

Estimate No: 84  
Date: 06/19/2020

Description	Amount
1. Run 1-1/4 conduit from 200amp panel in shop through the attic to south west side of building to christy box.	\$14,430.00
2. Trench from christy box 1000' to southwest gate and run 1-1/2" pvc schedule 40 conduit for power to gate opener installing christy box's every 250'	
3. Install 100 Amp 120/240v sub panel close to motor location and pull in #8 wire from panel to disconnect for gate.	
4. Take power from northside of gate opening to south side of gate.	
5. Cut concrete 1' wide across driveway. Jack hammer and remove existing concrete and haul off all concrete removed.	
6. Run 3/4" conduit across driveway and install junction box with 20Amp 120V circuit on south side of driveway.	
7. Repour 8" of concrete across driveway.	
* This estimate includes traffic rated christy box's and lids.	
DIR# PW-LR-1000581956	
	Subtotal \$14,430.00
	Total \$14,430.00
	<b>Total \$14,430.00</b>

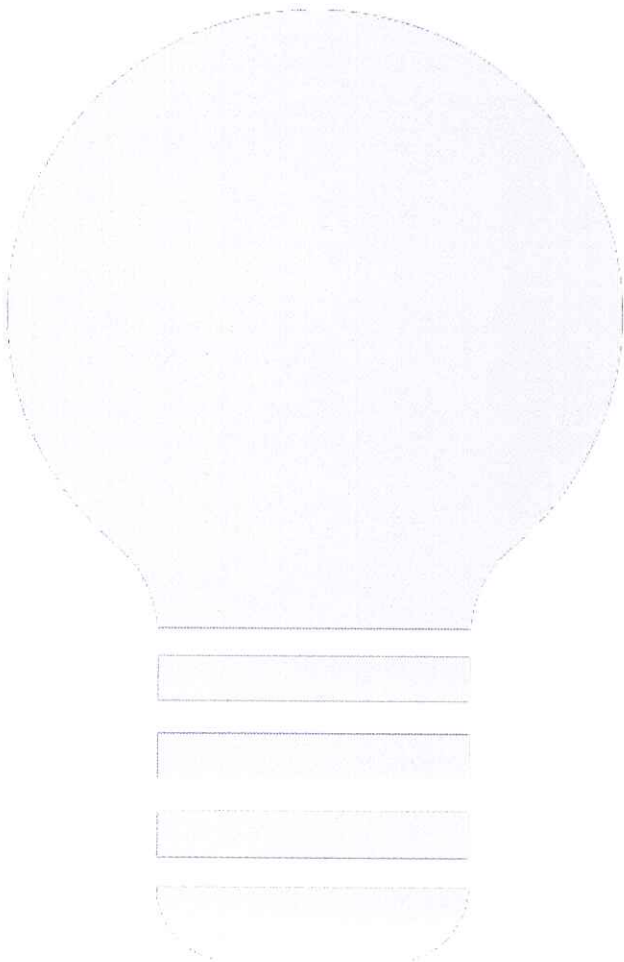
**Notes**

Please sign, date and return as your acceptance of this estimate.



x \_\_\_\_\_

Date \_\_\_\_\_



COS TRAINING RESOURCE CENTER PRESENTS

# SUPERVISORY ACADEMY LIVE ONLINE!



TRAINING RESOURCE CENTER

## Course Topics:

- |                                   |   |
|-----------------------------------|---|
| Fundamentals of Supervision       | Teamwork & Coaching                     |
| Understanding Personalities       | Motivating People                       |
| Communication Concepts            | Delegating & Managing Change            |
| Communication Skills              | Decision Making & Problem Solving       |
| Navigating Conflict               | Organizational Skills & Time Management |
| Cultural & Generational Diversity | Putting it All Together with Attitude   |



*"I learned different techniques of handling personalities, coaching, conflict, problem solving, and change" - Previous Trainee"*

*"The trainer was very helpful & guided us in the right direction to excel in leadership for our future roles." - Previous Trainee"*



Screen picture of the current cohort of online Supervisory Academy

**REGISTER:** To register, please visit:  
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**QUESTIONS:** [trainingcenter@cos.edu](mailto:trainingcenter@cos.edu)  
559.688.3130

**WHEN:** Tuesdays & Thursdays  
October 20-Feb 4 (1.5 hours  
each day) | 10:00 - 11:30 am

**COST:** \$30 ETP Price\* | \$820  
Non-ETP price\* Most companies  
qualify for ETP funding!

Contact us for more info.  
[trainingcenter@cos.edu](mailto:trainingcenter@cos.edu) OR  
559-688-3130.



Agreement No.: PA \_\_\_\_\_  
Req. No: \_\_\_\_\_

**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

This AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between TULARE PUBLIC CEMETERY DISTRICT, a California Special District ("TCD"), and **NAME OF CONTRACTOR/VENDOR**, [INSERT ENTITY TYPE, e.g. a California Corporation, a California Non-Profit Corporation, a Limited Liability Company, a sole proprietorship] ("CONTRACTOR"). TCD and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **WORK:** CONTRACTOR agrees to furnish at its own cost and expense, all tools, equipment, apparatus, labor, materials (excepting TCD supplied materials), mechanical workmanship, transportation and services necessary to perform and complete, in a good and workmanlike manner, the following work:

**CONTRACT DESCRIPTION**

**GENERAL:** CONTRACT DESCRIPTION  
**LOCATION:** PROJECT ADDRESS  
PROJECT CITY PROJECT ZIP

2. **RESPONSIBILITIES OF CONTRACTOR:** It shall be the responsibility of CONTRACTOR to establish a knowledge of the general area, and the specific location of the various sites where the work is to be performed. This, so as to familiarize itself with the following as applicable: worksite, ingress and egress thereto, location of adjacent buildings, structures, utilities, trees, plantings, obstructions, soil composition and the extent of the job. It shall be the responsibility of CONTRACTOR to cope with all of the difficulties encountered concerning these eventualities, and all others that might affect CONTRACTOR's ability to perform the work agreed upon under this Agreement.

3. **PROTECTION OF THE PROPERTY:** CONTRACTOR shall take all needed precautions to protect the property, both real and personal, of TCD and private individuals and shall safeguard the passing public from harm, from any eventualities arising during the course of the work. CONTRACTOR shall make certain that these safeguards are used for the above both during and after the hours of work.

4. **WORKMANSHIP:** All work pursuant to this Agreement shall be performed in a neat and workmanlike manner using the best-recognized practices of the particular trade involved to properly complete the work required. The work shall proceed vigorously to completion once it is started.

5. **SPECIFICATIONS:** CONTRACTOR shall perform and complete the work described above in accordance with the specifications attached as **EXHIBIT A**.

**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

**6. COMPLIANCE WITH LAW:** All work under this Agreement shall be done in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and using the best practices of the profession/trade(s), and shall be completed to the satisfaction of the Manager or his or her designee. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**7. COSTS:** The price for all services rendered under this Agreement is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of CONTRACTOR'S costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, any other benefits, costs or charges required to be borne by CONTRACTOR.

**8. TIME FOR COMPLETION AND DAMAGES:**

A. The work to be performed under this Agreement shall commence within ## days after the date first above written, and shall be diligently pursued by CONTRACTOR, and completed within ## days thereafter. Should CONTRACTOR be delayed in the erection or completion of the work by the neglect or default of TCD, or by fire, strikes, lockouts, embargoes, or earthquakes and that were not reasonably foreseeable at the time of execution of contract documents, then the time allowance herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no allowance of additional time shall be made unless a request is presented to TCD within 5 days of such obstruction or delay, including holidays, specifying the cause thereof.

B. In addition, CONTRACTOR and TCD reserve the right to agree in writing upon an extension of time for completion for causes other than enumerated above.

C. The granting of an extension of time by TCD for performance by CONTRACTOR shall not operate as a waiver or stop TCD from claiming damage due to any other delay, prior to or subsequent to such extension, which other delay was not approved by TCD as herein provided. TCD shall not be liable for any damages on account of any such delay.

D. Should CONTRACTOR fail to complete this Agreement, and the work provided herein within the time fixed for such completion as determined by TCD, CONTRACTOR shall become liable to TCD for all loss and damage that the latter may suffer on account thereof, and IT IS HEREBY UNDERSTOOD AND AGREED that it is and will be extremely difficult or impractical to ascertain and determine the actual damage with TCD will sustain in the event of, and by reason of, such delay, and that the following sum is a reasonable estimate of such damages. It is therefore agreed that said CONTRACTOR will pay to TCD the sum of \$25.00 per day for each and every day beyond the time herein prescribed in finishing the said work as liquidated damages and not as a penalty, as herein provided, and in case the same is not paid, agrees that the said TCD may deduct the amount thereof from any monies due or that may become due said CONTRACTOR under this Agreement. This Section does not exclude the recovery of damages under other provisions of the documents and exhibits incorporated by reference into this Agreement.

**Commented [AZ1]:** This amount is changeable per the estimated cost of damage if the work is not done timely.



**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

**9. THE CONTRACT SUM:**

- A. In consideration of the covenants, agreements, and promises on the part of CONTRACTOR contained in this Agreement, and the strict and literal fulfillment of each and every such covenant, agreement, and promise and as compensation in full for the performance and diligent completion of the work specified above, TCD agrees to pay and cause to be paid to CONTRACTOR according to the following amount:

**\$CONTRACT AMOUNT**

It is mutually agreed that TCD shall pay no more than a maximum of \$CONTRACT AMOUNT for the performance of all work under this Agreement, which amount is sometimes called the "Contract Sum."

- B. The Contract Sum to be paid to CONTRACTOR shall be paid in legally issued warrants drawn at the order of TCD on the appropriate fund or funds as required by law, subject to the delay attendant upon examination and approval of said orders by TCD officers in the manner required by law for the issuance of warrants. **Partial payments may be made as the work progresses. The aggregated totals of these partial payments are not to exceed ninety-five percent (95%) of the total accumulated work at the time of the partial payment.** Upon completion of the work and its acceptance by TCD, CONTRACTOR may be paid 95% of the Contract Sum. The final payment of the balance of the Contract Sum, if unencumbered, shall be due 35 days after the filing of the Notice of Completion. TCD warrants will be issued with lag time as per standard TCD invoice payment procedures.
- C. In lieu of the 5% retainage, the CONTRACTOR may substitute securities as provided below.

**10. SECURITY SUBSTITUTIONS FOR MONEYS WITHHELD TO INSURE CONTRACTOR'S PERFORMANCE:** CONTRACTOR, at its request and expense, will be permitted to substitute equivalent securities for any monies withheld to insure performance of this Agreement, as follows, and in accordance with California Public Contract Code Section 22300. The term "satisfactory completion of the contract" in said Section 22300 shall mean the time when TCD has issued written final acceptance of the work and filed a Notice of Completion as required by law.

- A. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to CONTRACTOR. Upon satisfactory completion of this Agreement, the securities shall be returned to CONTRACTOR.
- B. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and the public agency.
- C. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- D. Any escrow agreement entered into pursuant to these conditions shall contain as a minimum, the following provisions:
- (1) The amount and type of securities to be deposited;

**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

- (2) The terms and conditions of conversion to cash in case of the default of CONTRACTOR;
- (3) The termination of the escrow upon completion of this Agreement; and
- (4) CONTRACTOR shall pay all costs and fees associated with the escrow or deposit.

**11. WITHHOLDING:** Payment of the Contract Sum shall be made in the manner and upon the conditions set forth in Section 3. hereinabove, subject to the following conditions, which are in addition to those contained elsewhere in the Agreement:

- A. TCD may withhold payments to such extent as may be necessary to protect TCD from loss on account of:
  - (1) Defective work or material not remedied or replaced.
  - (2) The filing of claims or notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
  - (3) Failure of CONTRACTOR to make payments properly to sub-contractors, or for materials or labor.
  - (4) A reasonable doubt that this Agreement can be completed for the balance then unpaid.
  - (5) Damage to another contractor.
- B. When the grounds mentioned in paragraph (4) of subsection A for withholding are remedied, then TCD shall make payment for amounts withheld because of them.

**12. THE INCORPORATED DOCUMENTS:** The complete agreement between TCD and CONTRACTOR shall consist of the following Agreement Documents in existence: The Solicitation for Bids; the Bonds; the text of this Agreement; Plans and Specifications; the Plot Plan; and all addenda, bulletins and modifications incorporated in those documents before their execution. The work called for in one document and not expressly mentioned in the others is to be performed the same as if mentioned in all Agreement documents.

**13. TEXT OF THIS AGREEMENT CONTROLLING:** It is hereby mutually agreed and understood that in any particulars and provisions or parts thereof wherein any of the other Agreement Documents are contrary to the text of this Agreement, then the text of this Agreement shall control and supersede such provisions of any other Agreement Documents.

**14. CHANGE ORDERS:**

- A. No change shall be made except on Change Order duly issued and unless in pursuance of a written order from TCD stating that extra work or change is authorized, and no claim of an addition to the Contract Sum shall be valid unless so ordered, approved and executed in the form of a supplemental written agreement or written Change Order.
- B. TCD, at any time during the progress of the work, shall have the right to order alterations in, additions to, or deviations or omissions from, the work contemplated by this Agreement, and the same shall in no way make void this Agreement. If any such changes involve an increase or decrease in the Contract Sum,



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PUBLIC WORK PROJECT**

the Change Order shall state the amount to be added to or deducted from the Contract Sum, and shall also state the additional time, if any, needed for the performance of the work; provided that any addition shall be determined upon the basis of an estimate and acceptance of a lump sum; and provided further that, where additions to the Contract Sum cannot feasibly be determined upon such estimate and acceptance basis, such additions shall be upon the basis of actual cost of labor and material, plus not more than fifteen percent (15%) to cover CONTRACTOR's profit and overhead expenses for the extra work.

**15. GUARANTEE:** CONTRACTOR guarantees that all materials and workmanship shall conform to the Agreement and agrees to replace, at its sole cost and expense, and in conformity with the Agreement, any defective material and any and all work defectively or improperly performed or installed within a period of ## year(s) after final acceptance of the work. CONTRACTOR shall, in no case longer than 15 days after receipt of written notice thereof, commence to repair and/or replace any defect in materials or workmanship that may develop during said ## year(s) period, and any damage to adjacent materials resulting from the repairing or replacing of such defects, at its own expense and without cost to TCD. If CONTRACTOR fails to remedy any such defect within 15 days after receipt of such written notice (unless CONTRACTOR has commenced the repair and is diligently pursuing the repair to completion), then TCD may proceed to have such defects remedied at CONTRACTOR's expense and CONTRACTOR shall pay the costs and charges incurred thereby. Emergency repairs, including, but not limited to, power, water, sewer, fire and life safety, shall have a 48-hour response time. The cost and repair of any supplementary damage caused by construction defects will be the sole responsibility of CONTRACTOR. Neither acceptance nor payment nor any provision in these documents shall be deemed to be a waiver by TCD of its right to relieve CONTRACTOR of any responsibility under this Agreement.

**16. PROSECUTION OF WORK:**

- A. If CONTRACTOR neglects to prosecute the work efficiently, properly and diligently, or fails to perform any provisions of this Agreement, then TCD, after one day written notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR.
- B. TCD shall have the power and authority to order any mechanic or laborer from the worksite upon finding that such mechanic or laborer is not endeavoring in good faith to comply with the plans and specifications, or is so careless or incompetent as to jeopardize the proper prosecution of the work, and such mechanic or laborer shall not thereafter be re-employed on the work, except with the express permission of TCD.

**17. TERMINATION BY TCD:**

- A. **Without Cause:** TCD will have the right to terminate this Agreement without cause by giving 30 days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. TCD will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. TCD will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. TCD will not impose sanctions on CONTRACTOR under these circumstances.
- B. **With Cause:** TCD may terminate this Agreement immediately, by written notice to the CONTRACTOR,

**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

should the CONTRACTOR:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, TCD may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to TCD'S retention of CONTRACTOR, or
  - (7) Other misconduct or circumstances that, in the sole discretion of TCD, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes TCD to an unreasonable risk of liability.
- C. For any of the occurrences except item (5) above, termination may be effected upon written notice by the TCD specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then TCD may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR and its surety. Upon a material breach by CONTRACTOR, TCD may terminate the Agreement after the failure of the CONTRACTOR to remedy the breach to the satisfaction of the TCD within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the TCD may terminate this Agreement on further written notice to CONTRACTOR and its surety specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the CONTRACTOR may submit a written proposal within that period which sets forth a specific means to resolve the default. If the TCD consents to that proposal in writing, which consent may not be unreasonably withheld, then the CONTRACTOR must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the TCD may terminate this Agreement upon written notice to CONTRACTOR and its surety specifying the date of termination.
- D. In the event of any such termination, TCD shall immediately serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Agreement, provided, however, that the surety within 10 days after the serving upon it of notice of termination does not give TCD written notice of its intention to take over and perform the Agreement or does not commence performance thereof within the 10 days stated above from the date of the serving of such notice, then TCD may take over the work and prosecute the same to completion by agreement or by any other method it may deem advisable, for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to TCD for any excess cost occasioned TCD thereby, and in such event TCD may without liability for so doing, take possession and utilize in completing the work, such materials, appliances, plant, and other property belonging to CONTRACTOR as may be on the site of the work and nec-



**PURCHASING CONTRACT  
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essary therefore. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished.

- E. TCD will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. TCD will not pay lost anticipated profits or other economic loss, nor will TCD pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If TCD terminates this Agreement for cause and if the unpaid balance of the Contract Sum exceeds all direct and indirect costs of finishing CONTRACTOR'S scope of work, including costs incurred by the TCD for additional managerial and administrative services, then TCD will pay CONTRACTOR for its actual unpaid costs from such excess. If such expense exceeds such unpaid balance, then CONTRACTOR must pay the difference to TCD. TCD may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.
- F. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify TCD, to maintain the work, and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by TCD, said termination will not affect any rights of TCD to recover damages against CONTRACTOR.
- G. **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of TCD for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- 18. ASSIGNMENT:** Neither Party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to the CONTRACTOR hereunder, without the previous written consent of TCD.
- 19. LOSS OR DAMAGE:** TCD or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, or expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during its execution and before acceptance and the said CONTRACTOR shall assume all liabilities of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold TCD and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.

**20. INDEMNIFICATION:**

- A. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by TCD, which approval may not be unreasonably withheld), protect and hold harmless TCD, all subsidiaries, divisions and affiliated agencies of TCD, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property),



**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and TCD general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

- B. The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the TCD for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCD for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.
- C. CONTRACTOR must indemnify and hold TCD harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCD, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**21. INSURANCE:** Prior to approval of this Agreement by TCD, CONTRACTOR shall file with the Manager of the District, evidence of the insurance as set forth in **EXHIBIT B** attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as out-

**PURCHASING CONTRACT  
PUBLIC WORK PROJECT**

lined in **EXHIBIT B** shall not be used to reduce limits available to TCD as an additional insured from CONTRACTOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement. **TCD may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.**

**22. INDEPENDENT CONTRACTOR:** The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that the CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of TCD. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of TCD. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and TCD will have no right to control or exercise any supervision over CONTRACTOR as to how the CONTRACTOR will perform the services. As CONTRACTOR is not TCD'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCD will not:

- A. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- B. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- C. Withhold state or federal income tax from payments to CONTRACTOR.
- D. Make disability insurance contributions on behalf of CONTRACTOR.
- E. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent CONTRACTOR relationship, TCD, through TCD's Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**23. NON-RESPONSIBILITY OF TCD:** Indebtedness incurred for any cause in connection with this work must be paid by CONTRACTOR, and TCD is hereby relieved at all times from any indebtedness or claim other than the sum to be paid agreed upon in this Agreement.

**24. HOURS OF WORK:** 8 hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workmen employed at any time by CONTRACTOR, or by subcontractor under this Agreement, upon the work, shall be required or permitted to work thereon more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as provided in Section 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation of said last named stipulation, said CONTRACTOR shall forfeit, as a penalty to the said TCD, \$25.00 for each worker employed by CONTRACTOR in the execution of this Agreement, or by any subcontractor under this Agreement, for each calendar day during which said worker is required or permitted to labor more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said sections of the Labor Code.



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- A. CONTRACTOR and each subcontractor shall also keep an accurate record showing the names and actual hours worked each calendar day and each calendar week by each worker employed by the CONTRACTOR in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of TCD or its officers or agents, and to the Division of Labor Law Enforcement of the Department of Industrial Relations, its deputies and agents.
- B. Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of CONTRACTORS in excess of 8 hours per day and 40 hours during any one week shall be permitted upon the project upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

**25. WAGE RATES:** In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for works required to perform the subject work. A copy of such prevailing wage rates is available on the website of the California Department of Industrial Relations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and are on file with the Purchasing Division and available for inspection.

- A. It shall be mandatory upon CONTRACTOR to whom the Agreement is awarded, and upon any subcontractor under the CONTRACTOR, to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Agreement. It is the responsibility of CONTRACTOR to furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- B. It is hereby further agreed that CONTRACTOR shall forfeit to TCD, as a penalty, not more than \$200.00 for each calendar day or portion thereof, for each laborer, worker, or mechanic employed who is paid less than the said stipulated rates for any work done under the Agreement, by the CONTRACTOR or by any subcontractor under the CONTRACTOR. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid by CONTRACTOR. CONTRACTOR, and each subcontractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed in connection with the execution of this Agreement or any subcontractors thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of TCD or its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, its deputies and agents.
- C. In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the work under this Agreement any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is hereby specified, the Agreement shall immediately notify TCD who will promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**26. EMPLOYMENT OF APPRENTICES:** Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Agreement shall prevent the employment of properly registered apprentices upon public works.

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- A. Every such apprentice shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which such apprentice is employed, and shall be employed only at the work of the craft or trade to which such apprentice is registered.
- B. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**27. CONVICT MADE MATERIALS:** CONTRACTOR agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated under this Agreement.

**28. ROYALTIES AND PATENTS:** CONTRACTOR shall pay all royalties and license fees. CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall hold TCD harmless from loss on account thereof, except that TCD shall be responsible for all such loss when a particular process or the products of a particular manufacturer or manufacturers is specified in the Agreement Documents, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to TCD.

**29. SURVEYS, PERMITS, AND REGULATIONS:** TCD shall furnish all necessary existing surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by TCD, unless otherwise specified. CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

**30. NON-DISCRIMINATION IN EMPLOYMENT:**

- A. Federal and State Laws prohibit discrimination in employment. The California Fair Employment and Housing Act (Government Code Sections 12900 to 12996) prohibits discrimination in employment on the basis of race, religious creed, color, national origin, ancestry physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and applies to all employers, employment agencies, and labor organizations.
- B. Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e – 2000e-17) prohibits employment discrimination on the basis of race, color, sex, religion or national origin, and applies to all employers that employ at least fifteen (15) workers during each working day in each of twenty (20) or more calendar weeks in the current or preceding year.
- C. In addition to these two laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.
- D. TCD is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.



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**31. NON-FUNDING CLAUSE:** It is understood and agreed that if TCD'S funding is either discontinued or reduced for the services to be provided under this Agreement, then TCD will have the right to terminate this Agreement under section 17. (A) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to TCD of any kind, provided that TCD shall pay CONTRACTOR in accordance with section 17. (A) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment. Notice shall be fully given in writing through service in person or by first class mail.

**32. LICENSE CLASSIFICATION & SB 854 REGULATION:** CONTRACTOR is required by law to be licensed and regulated by CONTRACTOR'S State License Board.

A. **SMALL PROJECT EXEMPTION:** A CONTRACTOR who works exclusively on small public works projects is not required to register as a public works contractor or file electronic certified payroll reports for those projects. CONTRACTORS are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

(1) \$25,000 for new construction, alteration, installation, demolition or repair; or

(2) \$15,000 for maintenance.

B. For public works projects with a contract price greater than \$25,000 or \$15,000 as listed above, the following Labor Code provisions will apply:

(1) No CONTRACTOR or subcontractor may be awarded a contract/agreement for public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

(2) The project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Listed contractor/subcontractors must be registered with the DIR. Pursuant to SB 854, the DIR registration number of each contractor/subcontractor must be identified. In addition, TCD reports all public works projects to the DIR within 5 days of the award of contract/agreement.

**33. RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare TCD to the Auditor of TCD and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

**34. CONFLICT OF INTEREST:**

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- A. CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCD in which such officer, employee, or consultant/ CONTRACTOR has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/CONTRACTOR participates in or influences any TCD decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- B. CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, it will immediately inform TCD designated representative and provide all information needed for resolution of this question.

**35. FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, TCD has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with TCD to make that information available and to complete Form DE- 542. Failure to provide the required information may, at TCD'S option, prevent approval of this Agreement, or be grounds for termination by TCD.

**36. NOTICES:**

- A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

**TCD:**

**Tulare Public Cemetery District**  
Attn: Leonor Castaneda, Manager  
900 E. Kern Ave.  
Tulare, CA 93274  
Phone No.: (559)-686-5544  
Email Address: Leonortcd@outlook.com

**CONTRACTOR:**

Vendor Name  
Attn: Vendor Contact  
Vendor Address  
City, State, Zip  
Phone No.: (559) 000-000  
Email Address: Vendor Email Address



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- B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this Section.

**37. DISPUTES AND DISPUTE RESOLUTION:** CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The mediator shall be mutually selected by the Parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties; otherwise, each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either Party may pursue litigation to resolve the dispute.

**38. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to affect the purposes of this Agreement.

**39. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

**40. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**41. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy hereunder.

**42. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

**43. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire Agreement between CONTRACTOR and TCD as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**44. WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

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**45. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed within Tulare County, California.

**46. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**47. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Under applicable federal and state law, if CONTRACTOR submits a false claim to TCD under this Agreement, then CONTRACTOR will be liable to TCD for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCD if CONTRACTOR:

- A. Knowingly presents or causes to be presented to TCD a false claim or request for payment or approval;
- B. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCD;
- C. Conspires to defraud TCD by getting a false claim allowed or paid by TCD;
- D. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TCD; or
- E. Is a beneficiary of an inadvertent submission of a false claim to TCD, later discovers the falsity of the claim, and fails to disclose the false claim to TCD within a reasonable time after discovery of the false claim.

**48. DISALLOWANCE:** If CONTRACTOR requests or receives payment from TCD for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to TCD upon TCD'S request. At its option, TCD may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and TCD. CONTRACTOR'S obligations under this section 48 will survive the expiration or termination of this Agreement.

**49. LIABILITY OF TCD:** TCD'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 9, "THE CONTRACT SUM," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall TCD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

**50. QUALIFIED PERSONNEL:** CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with TCD'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at TCD'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.



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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**"TCD"  
TULARE CEMETERY DISTRICT**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Trustees

**"CONTRACTOR"  
VENDOR NAME**

Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, TCD policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, TCD policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER (If Applicable) \_\_\_\_\_





# I. Purchasing Policy

This policy is to conform to Health and Safety Code 9044(a), which states: Each district shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment. The Tulare Public Cemetery District classifies purchases into six (6) purchasing categories. These categories are based on the dollar amount and type of purchase. Each category establishes a separate purchasing limit, authorization level, and procurement procedure.

	Category	Amount	Approval Required
A.	Petty Cash Purchase	\$300 or less	Manager or designee
B.	Minor Purchase	Below \$5,000	Manager or designee
C.	Purchase Order Purchases Requiring Board Approval	\$5,000 or more	Board Approval
D.	Minor Contracts	Over \$5,000 and Below \$25,000	Board Approval
E.	Purchases Requiring Board Approval	\$25,000 or more	Board Approval
F.	Professional Services	Follows Above based on amount	Follows Above based on amount

## A. Petty Cash Purchases (\$300.00 or less)

The petty cash fund may be used to pay reimbursement to District employees for the direct and immediate purchase of goods and services needed for District operations including:

- Purchase of materials, goods, supplies, equipment, or services needed for “immediate use;” and
- Reimbursement of employee travel/meeting expenses.

Such purchases are limited to \$300.00 per transaction. A detailed receipt itemizing each charge must support all expenditures. Advances of petty cash are not permitted. Petty cash reimbursements should be requested in a timely fashion but no later than two weeks after the purchase date.

#### **B. Minor Purchases (Below \$5,000)**

The Manager or their designee may initiate purchases for materials, goods, supplies, equipment, training or services costing less than \$5,000, without processing a requisition form and initiating a purchase order. The Manager is required to ensure the availability of budgeted funds prior to making any approved minor purchases. All original invoices and/or receipts for such purchases must be authorized, documented, and processed by the District’s Manager.

#### **C. Purchases Requiring Purchase Orders (\$5,000 or more)**

The Manager shall make a request from the Board of Trustees of the District for purchases of materials, goods, supplies, equipment, and/or services of \$5,000 or more by processing a purchase order. The Manager shall not order goods or services from a vendor before Board Approval is granted for purchases of this cost. Each requisition requiring a purchase order must be approved by the Board of Trustees.

#### Purchase Order Exemptions

The following disbursements are exempt from Purchase Order requirements:

- Emergency purchases due to urgent need of material or service, when purchase order cannot be approved by the Board within 48 hours.
- Disbursements for refundable deposits.
- Disbursements for payroll, payroll liabilities, and employee benefits.



- Disbursements for refunds of district fees collected.
- Disbursements for debt service payments and payments on approved loan agreements.
- Insurance Payments.
- Workers compensation payments for medical and related expenses.
- Public utility purchases of water, power, and related services when no competition is available.

For purchases of goods, services, or construction services over \$5,000 and up to \$25,000 the Manager or their designee shall solicit and document price quotes in writing (via mail, email, or fax) from a minimum of three (3) vendors. The solicited price quotes shall be attached to the request to the Board of Trustees for the purchase. If the vendor price quotes are not attached, the Manager must submit written justification as to why the transaction should be exempt from this requirement, which requires Board approval.

#### **D. Minor Contracts (\$5,000 and Below \$25,000)**

Purchases of materials, goods, supplies, equipment, training or services of less than \$25,000 but over \$5,000 require a contract. The Manager shall use a contract approved by the District's General Counsel. Contracts for less than \$25,000 must be approved by the Board of Trustees.

##### Waiving Insurance Requirements

Due to the variety of services provided to the District, there is occasionally the need to waive insurance requirements. For all contracts of less than \$25,000, the Manager may choose to waive insurance requirements based on a recommendation from the District's General Counsel.

##### Contract Exemptions

Contracts are not required for general office supplies (however purchase orders and bids are required based on the dollar thresholds outlined in this policy).

#### **E. Major Contracts (\$25,000 or more)**

Purchases of materials, goods, supplies, equipment, or services of \$25,000 or more ("major contracts") shall be awarded by contract and require contracts reviewed by

General Counsel. Major contracts require formal proposal procedures (i.e. Request for Proposals) and also require the approval of the Board. After Board approval, the Manager will execute the contract on behalf of the Board, approved as to form by the District's General Counsel and attested by the District's Secretary. The purchase order will not be processed until the contract is fully executed.

#### Waiving Insurance Requirements

Due to the variety of services provided to the District, there is occasionally the need to waive insurance requirements. For all contracts of less than \$25,000, the Manager may choose to waive insurance requirements based on a recommendation from the District's General Counsel.

#### Contract Exemptions

Contracts are not required for general office supplies (however purchase orders and bids are required based on the dollar thresholds outlined in this policy).

#### Multi-Year Contracts Amounting to \$25,000 or More

In some cases, the District may wish to enter into multi-year contracts, the total value of which amount to \$25,000 or more. The District shall endeavor to make all multi-year contracts subject to annual renewal at the District's discretion.

For all multi-year contracts which are made subject to annual renewal at the District's discretion, where the projected value of the contract for the annual period to which the renewal would apply is less than \$25,000, the Manager shall have the authority and discretion to determine whether or not to renew the contract. However, if the projected value of the contract for the annual period to which the renewal would apply amounts to \$25,000 or more, the determination of whether or not to renew the contract shall be subject to Board approval.

#### **F. Professional Services (Any Amount)**

Definition: For purposes of this policy, "Professional Services" shall mean and refer to any specialized service or any other service which requires the consultant or entity providing said services to possess a state-issued or other official license to perform the services.

The selection of Professional Services is to be based on demonstrated competence and on professional qualifications for satisfactory performance. After a qualified firm is selected, the Manager may negotiate a satisfactory contract with a price determined to be fair and reasonable. The emphasis for selection is therefore



based upon qualification rather than the lowest price (the District must follow the dollar thresholds established in this Policy).

## **II. REQUIREMENTS**

### **A. Professional Liability Insurance Requirement**

Prior to entering into any agreement under which an individual or entity will provide Professional Services for or on behalf of the District, the Manager is responsible for ensuring that all such individuals and/or entities have valid current professional liability insurance covering the Professional Services to be rendered pursuant to the agreement. This requirement shall be subject to waiver by the Manager with the consent of the District's General Counsel.

### **B. Automobile Insurance Requirement**

Definition: For purposes of this Policy, "Driving Services" shall mean and refer to any services which directly require or include, as part and parcel of the performance of such services, the operation of a motor vehicle by any person in the course of performing such services.

Prior to entering into any agreement with a vendor under which the vendor or an agent of the vendor will provide Driving Services for or on behalf of the District, the Manager is responsible for ensuring that all such vendors and/or agents have valid current automobile insurance covering all vehicles that will be used to provide the Driving Services to be rendered pursuant to the agreement. This requirement shall be subject to waiver by the Manager for Driving Services that are limited to deliveries of materials, goods, supplies or equipment to or from the District.

### **C. Change Orders**

When a change in the scope of service(s) is necessary and causes additional work that is required to continue the progression of an authorized purchase or amend a contract, the following shall apply:

Purchase orders or contract amendments resulting from a change in the scope of services shall require the following authorizations:

- Change in scope that cause the total purchase or contract amount to remain under \$5,000, and within the appropriated budget, must be authorized by approvals outlined above. If actual expenses are in excess of 10% of the original purchase order or contract amount, a supplemental purchase order will be required.

- Cumulative changes in scope which cause the original authorized purchase or contract that was less than \$5,000 to become \$5,000 or more must be approved by the Board.
- For original purchases of \$25,000 or more that are a result of formal proposal procedures (Requests for Proposals), cumulative changes in scope necessitating additional payment(s) by the District of less than \$5,000 may be approved by the Manager. Cumulative changes in scope necessitating additional payment(s) by the District of \$5,000 or more must be approved by the Board.

#### **D. Emergency Purchases**

In certain situations, it may be necessary to make emergency purchases, which shortcut the pre-approvals, as outlined above. An emergency purchase may be made when there is an immediate need to acquire particular goods or services not already available to District staff to deal with an emergency.

For purchasing purposes, an emergency situation is one in which there is an immediate threat to life or District property or a substantial disruption of a vital District service. Such emergency purchases must be approved by the Manager and reported to the Board at the next regularly scheduled Board meeting.

#### **E. Sole Source**

The proposal provisions of this policy may be waived by the Manager. If the Manager determines that there is only a single source that provides the needed materials, goods, supplies, equipment or contractual services, the Manager must provide a memo outlining the reasoning. If the amount exceeds \$5,000, the Manager must present it to the Board for approval. **Note:** The use of the sole source provision is rare and infrequent due to the requirements to qualify for the use of this provision.

#### **F. Conflict of Interest Disclosure**

A conflict of interest arises whenever the personal interests of a purchaser and/or approver of any transaction are potentially at odds with the best interests of the District. Any person purchasing and/or approving any purchase shall disclose any personal conflict of interest to the † Manager prior to any purchase and/or approval. The Manager shall disclose any personal conflict of interest to the Board. The Manager and the Board will determine the proper steps to resolve the conflict of interest.



# III. FORMAL PROPOSAL PROCEDURES

## A. Request for Proposals (required for purchases of \$25,000 or more)

A formal bidding procedure (“Request for Proposals” or “RFP”) shall be utilized for all contracts of \$25,000 or more, subject to the “piggy backing” process noted below. The use of formal proposal procedures does not guarantee the award of contracts for materials, goods, supplies, equipment, services, and/or Professional Services to the lowest bidder, but in most instances, the contract does get awarded to the lowest bidder. The formal bidding procedure is as follows:

- The Manager is responsible for initiating and administering purchases for materials, goods, supplies, equipment and/or services under his control. The Manager may coordinate with others as necessary.
- An RFP will be sent to potential vendors (a number within reason, but a minimum of three) of which the Manager has knowledge. In addition to the District’s website, other means of advertisement are strongly encouraged for contracts of \$25,000 or more. A list of proposals received shall be maintained.
- The Manager has the responsibility to ensure that the proposal package will adequately and accurately describe the scope of services. Proposers shall be advised of any performance bond requirements, insurance requirements, minority business enterprise requirements, affirmative action requirements, business license requirements, contract requirements, and other requirements as applicable.
- The Manager will compile the proposals and prepare a recommendation for the Board. For contracts of \$25,000 or more, after Board approval the Manager or their designee will prepare a summary staff report.
- The Manager may reject all proposals and re-advertise at their discretion.
- If two or more proposals are received and are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit a delay or re-advertising for proposals, the Board may elect to accept one as they choose.

Notwithstanding the foregoing, the District may dispense with the RFP procedures in procurement of materials, goods, supplies, equipment and services, and avail itself of another public agency’s contract prices obtained through that agency’s own RFP

process, so long as such prices are lower than the prices that can be obtained by the District's RFP process, and so long as certain findings are made by the Manager.

This "piggy-backing" process provides the District with greater flexibility to obtain the most competitive prices, reduces staff time, avoids the expense of soliciting contracts, and results in lower prices, due to economies of scale which often allows agencies larger than the District to obtain lower unit prices.

The findings that must be made by the Manager are as follows:

1. The contract with the party awarded the contract ("Contractor") is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of the agency whose prices the District desires to "piggy back" off ("Participating Public Agency") devoid of fraud perpetrated to any public official or staff, or collusion or fraud among the Contractor or any subcontractor, all of which determination is solely based on a thorough and complete investigation and review of all relevant documents, including but not limited to all bid documents and specifications, staff reports and approved minutes, it being understood that certain evidence extrinsic to such documents may not be readily available nor accessible to the Manager; and
2. The contract awarded by the Participating Public Agency was awarded to the lowest responsive bidder, in compliance with the Participating Public Agency's RFP; and
3. The purchase conforms to the District's contract specifications; and
4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the District pursuant to other sections of this Policy.