

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO

0001074434

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 12/04/2013	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767442 ANDREWSA POONV		Location / Dept 04EDCB

Vendor: 0000001706
EL DORADO DISPOSAL SERVICE INC
P O BOX 1270
DIAMOND SPRINGS CA 95619

email:

Ship To: EL DORADO CENTER
RECEIVING
6699 CAMPUS DRIVE
PLACERVILLE CA 95667
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ROLL OFF SERVICE AGREEMENT	1.00	EA	493.68	493.68	12/18/2013

ENCLOSE ROLL OFF SERVICE AGREEMENT
A/C # 6037752

Sub Total Amount	493.68
Sales Tax Amount	0.00
Total PO Amount	493.68

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5500	11	FL.VA.ELDO	67700	00000	101E	493.68	2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

[Handwritten Signature] 12/11/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Page _____ of _____

Requisition

Req. No. 767442
P.O. NO.

Vendor Code
Approved
Terms
F.O.B.

DATE NOV. 14, 2013

VENDOR EL DORADO DISPOSAL

ADDRESS PO BOX 270

CITY DIAMOND SPRINGS STATE CA ZIP 95619

PHONE 530-626-4141 FAX _____

DELIVERY INSTRUCTIONS	
<u>04EDCB</u>	Location Code
<u>EDC</u>	<u>ADMIN</u>
College/District Location	Department
<u>ADMIN</u>	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				493.68
1	ROLL OFF SERVICE AGREEMENT				
2					
3	EL DORADO CTR				
4	6699 CAMPUS DRIVE				
5	PLACERVILLE CA 95667				
6					
7	Acct # 6031752				
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		SalesTax	
This purchase is in compliance with the requirements of _____			
Program Name _____		Total	493.68
For grants/special projects _____			
Program Director/Coordinator Signature _____	Project/Grant Number _____		
Program Goal/Objective Number/Explanation _____			

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

ADRIENNE ANDREWS 11/14/13

REQUESTED BY: _____ TYPED/PRINT _____ DATE _____

REQUESTED BY: _____ SIGNATURE _____ DATE 11/21/13

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE _____ DATE 11/22/13

APPROVED: VICE PRESIDENT, ADMINISTRATION _____ DATE _____

ELDO

GEN/FD/5500 / 11 / FL.VA. ~~PREP~~

Bus. Unit	Account*	Fund	Org	Amount
67700	00000	2014	101E	\$ 493.68

Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

Bus. Unit	Account*	Fund	Org	Amount
/	/	/	/	\$

Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

El Dorado Disposal A Waste Connections Company
Po Box 1270, Diamond Springs, CA 95619

Fax: (530) 626 - 5218
OFFICE: (530) 626 - 4141
(916) 985-1162

Roll Off Service Agreement

Rep Code: Jessica J.

Customer: el dorado center- folsom lake

This agreement is a legally binding contract on the part of both the Company and the Customer, in accordance with the terms and conditions set out herein. Hereafter in Agreement El Dorado Disposal shall be referred to as the Company.

NO HAZARDOUS / PROHIBITED WASTE AND HOLD HARMLESS

The waste material to be collected and disposed of pursuant to this Agreement is solid waste generated by the Customer, excluding liquids, radioactive, volatile, highly flammable explosive or toxic material, or any materials considered toxic or hazardous by any federal, state, or local laws, rule or regulation. Title to and liability for any waste excluded above shall remain with the Customer and Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

NO Hazardous Waste Universal E-Waste Tires and Appliances requiring the removal of Freon.

CUSTOMER'S LIABILITY AND HOLD HARMLESS

Customer acknowledges that while they have management of equipment owned by the Company and accepts responsibility for the equipment and it's contents, except when employees of the Company are physically handling it. Therefore, Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss or damage to property or injury to or death of any person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the equipment furnished under this Agreement.

ACCESS AND RIGHT OF WAYS

The Customer grants to the Company the right of access into its premises in order to carry out the services. The Customer warrants that any right of way provided by the Customer from the equipment location(s) to the most convenient public way is sufficient to bear the weight of all Company's equipment and vehicles required to perform the services.

Customer acknowledges that the Company shall not be liable for any damages to pavement or driving surfaces resulting from its trucks servicing and agreed upon area.

RATE, DEFAULT, REMEDIES

The basic hauling rate shall be charged on a per dump basis, with a 7-day grace period after each dump. A rental fee of \$3.58 may accrue on all bins not serviced within that period. El Dorado Disposal shall be entitled to the following remedies for any payments not made in full within (5) days from due date: 1. Retake bins, without notice, wherever located: 2. Relet or sell bins or contents: 3. Recover balance due, interest 1.5% per annum, calculated monthly on unpaid balance, Plus cost of retaking and reasonable attorney fees, court costs, claims or collections costs.

NOTICE: Our drivers will make every effort to place container where Customer designates, but the Company assumes no responsibility for damages inside curbs or property line.

No concrete, asphalt, stumps, dirt or rocks, sod and roofing material are allowed in 6Yard or 30Yard Boxes. You may dispose of those items in a 20Yard Box, however these items are extremely heavy and we recommend the container is not filled more than half way full.

NOTICE: Overloaded boxes, boxes that are filled beyond the top of the container or are too heavily loaded to pull safely onto the truck are the responsibility of the Customer. Customer will be responsible for unloading the box until the point El Dorado Disposal can safely transport it. El Dorado Disposal retains the right to determine the safety of the transportation of any box in dispute.

NOTICE: There will be a \$75 per hour charge to the Customer if service is canceled when driver arrives at site. This charge will be for the drivers lost time for a service that wasn't called in prior to his arrival. There is also a \$75 per hour charge to relocate the bin.

NOTICE: There is a 1-ton weight limit on 6Yard Boxes, a 2-ton limit on 10Yard Boxes, a 3.5-ton limit on 20Yard Boxes and a 5.0-ton weight limit on a 30Yard Debris Box. If the box exceeds over the weight limit an additional charge per ton will be applied to the Customer's account. Our trucks can haul a legal maximum of ten (10) tons on 20Yard and 30Yard Debris Boxes.

NOTICE: By signing this agreement, you acknowledge you have read and understand the terms and conditions of this agreement, the prices, specifications are hereby accepted and service shall begin on "Date Service to Commence".

Terms: All services, excluding trip charges, rental and tonnage fees, must be prepaid prior to delivery of any box, unless an approved credit application is on file.

ADRIENNE ANDREWS



DATE NOV. 14, 2013

SIGNATURE

Account # 6037752 Location 6699 campus dr ,placerville, 95667

Size of Debris Box Ordered: 30YD Charge per Haul: \$493.68 Disposal Rate per Ton: \$80.81/ TON 5 TON LIMIT

Delivery Date: 11/18/13 Removal Date: 11/26/13 YOU MUST CALL 1DAY PRIOR TO REMOVAL TO EXTEND DATE

Roll Off Container Guidelines

- 1.) The container must be available for delivery/removal starting at 6:00 am. Containers are only serviced Monday through Friday. **El Dorado Disposal cannot guarantee a service time.** All bins will be serviced between the hours of 6:00am and 7:00 pm.
- 2.) When the container is scheduled for delivery and/or removal, the area that the container is to be placed shall be free from any obstruction, vehicle blockage, low wires or branches. A fee will be charged of \$75 per hour if the container isn't ready for removal or if we are unable to pick up the container due to an obstruction.
- 3.) A 24- hour notice is required for scheduling removal or swapping.
- 4.) All contents in the container shall be kept level with the edges of the container. Nothing can be higher than, or hanging out of the container.
- 5.) If the container is set up for yardwaste only and nothing else will be placed in the container, there is a lower price, however, **STUMPS ARE NOT CONSIDERED YARDWASTE.** They are extremely heavy and hard to handle. The bin shall be charged at regular price if debris other than yardwaste is placed in the bin. Only a 20-yard bin can be used for stumps and the container may only be filled half way.
- 6.) There are strict weight limits for each container:
6 yard = 1 ton (allowance) **max 2 ton legal transport weight**
10 yard = 2 ton (allowance) **max 10 ton legal transport weight**
20 yard = 3.5 ton (allowance) **max 10 ton legal transport weight limit**
30 yard = 5 ton (allowance) **max 10 ton legal transport weight limit**

* If weight exceeds the above weight limits, the customer will be charged over weight charges. See agreement for charges.

A maximum of 10 ton legal transport weight limit is strictly enforced!!

A 20 yard box is the only container for construction/ heavy debris: dirt, rocks, stumps, and concrete, roofing material, sod and tile.

****These items are extremely heavy. Normally these items will cause the container to go over the allotted weight limit, even at 1/3 – 1/2 full and will incur overweight charges. Please see agreement**.**

Restricted Items

Hazardous waste, paints, solvents, car fluids, liquids, tires, batteries of any type, florescent tubes or bulbs, TV's, microwaves, appliances with Freon (Refrigerators, freezers, air conditioners).

- Boxes are charged on a per haul basis, and the customer must have filled out an agreement and prepayment prior to delivery.
- Boxes have a 7-day rental. There will be a per day charge for rental after the first seven days. Not including the delivery day or removal day. The seven-day rental is restarted after each dump and return. See agreement for the rental amount.

All orders are required to have placement directions on the account prior to delivery. (Even if the customer is present)