

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO 0003015215

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

Date 09/23/2013	Revision 1 - 09/25/2013	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 3004442 JOHNSONG POONV		Location / Dept 04VAPA VAPA

Vendor: 0000010590
ELLIS & ELLIS SIGNS & DISPLAYS
1111 JOELLIS WAY
SACRAMENTO CA 95815

email:

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
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	SIGNS - FOR HARRIS CENTER, TWO IDENTICAL, TO BE INSTALLED ON EAST BIDWELL, ONE AT INTERSECTION OF VIA SOLE, THE SECOND TO BE INSTALLED AT THE INTERSECTION OF POWER CENTER DRIVE. BOTH INSTALLED	2.00	JOB	849.00	1,698.00	10/03/2013
2- 1	SERVICE - INSTALLATION OF SIGNS	1.00	JOB	480.00	480.00	09/20/2013
3- 1	FEES - ENCROACHMENT PERMIT AS REQUIRED	1.00	JOB	270.00	270.00	09/20/2013

QUOTE #1842

Sub Total Amount	2,448.00
Sales Tax Amount	135.84
Total PO Amount	2,583.84


BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	Year
COPFD	6490	41	FL.VA.VAPA	71000	70238	076S	2,583.84	2014

0003004442KIRKLINK18-SEP-2013

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
 09/27/13

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.

Requisition

Vendor: ELLIS & ELLIS SIGNS & DISPLAYS
 1111 JOELLIS WAY
 SACRAMENTO CA 95815
 United States

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: COPFD		APPROVED
Req ID:	Date	Page
0003004442	09/18/2013	1
Requester	Bldg#	
Colleen R Johnson	VAPA	
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLINK 18-SEP-2013		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SIGNS FOR HARRIS CENTER, TWO IDENTICAL, TO BE INSTALLED ON EAST BIDWELL, ONE AT INTERSECTION OF VIA SOLE, THE SECOND TO BE INSTALLED AT THE INTERSECTION OF POWER CENTER DRIVE. BOTH INSTALLED PER DETAILS ON ATTACHED QUOTE #1842	2.0000	JOB	849.00	1,698.00	10/03/2013
2-1	INSTALLATION OF SIGNS AS DETAILED ON ATTACHED QUOTE #1842	1.0000	JOB	480.00	480.00	10/03/2013
3-1	ENCROACHMENT PERMIT FEES AS REQUIRED. DETAILED ON ATTACHED QUOTE #1842	1.0000	JOB	270.00	270.00	10/03/2013
4-1	ESTIMATED SALES TAX 8.00%	1.0000	JOB	195.84	195.84	10/03/2013
Total Requisition Amount:					2,643.84	

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
COPFD	6490	41	FL.VA.VAPA	71000	70238	076S	2,643.84

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

Name: _____

Approval Signature	Approval Signature	Approval Signature
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Ellis & Ellis Sign Systems
Illuminated Creations, Inc.
 1111 Joellis Way
 Sacramento CA 95815
 United States
 Phone: 916-924-1936 Fax : 916-924-3133
 www.ellissigns.com
 EIN # : 68-0007793

Quote # 1842 - Harris Center Road signs	Expiration Date 05/26/2013
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Sold To	Contact	Shipping/Install
LOS RIOS COMMUNITY COLLEGE DISTRICT 1919 SPANOS CT SACRAMENTO CA 95827 United States	Kathleen Kirklin Phone: (916) 608-6555 Email : Kkathleen.kirklin@flc.losrios.edu Address :1919 SPANOS CT SACRAMENTO CA 95827 United States	Folsom Lake College 10 College Parkway Folsom CA 95630 United States Ship By: Install

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1842	04/26/2013	Dave Cox dcox@ellissigns.com	Net 10	coming	

Items

#	Item	Qty	Unit Price	Total	Tax
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#	Item	Qty	Unit Price	Total	Tax
1	<p>Sign for Harris Center 48"h x 40"w x 1/8" aluminum sign, post mounted, 6" x 6" wooden post (10' total length, doug fir OK if straight)) w/ breakaway holes near base see drawing in assets , holes should be perpendicular to roadway, provide 2 aluminum straps (.080) behind sign to stabilize on post, rivet attached</p> <p>Use logo shape (3 strokes) as background watermark type appearance. Copy: (logo) Harris Center for the Arts (match logotype)</p> <p>(arrow) only (delete "up ahead" please</p> <p>1" white border,1-1/2" radiused sign corners, pms 2617 purple background paint. Large watermark strokes logo in dusted crystal vinyl copy and arrow in reflective white.</p> <p>These Two identical signs will be installed along East Bidwell St (East side of street for viewing by traffic traveling Northbound from the E. Bidwell exit off Hwy 50 towards FLC campus.</p> <p>1. One to be installed just past the intersection of Via Sole (Palladio Pkwy entrance)</p> <p>Approx. location is 90 feet beyond (or North of) the NE signal light pole of intersection</p> <p>2. The second to be installed prior to the intersection of Power Center Drive</p> <p>Approx. location is 191 feet before (or South of) the SE signal light pole of intersection (directly across the street from existing SB bus stop)</p> <p>The sign post will be installed approx. 20 inches in from where curbing meets landscaping, so that the street-side edge of sign panel is aligned directly above curb.</p>	2	\$849.00	\$1,698.00	\$135.84
2	<p>Install signs @ PREVAILING WAGE Please notify DCox when install date is determined, the school wants to verify sign locations before digging....</p>	1	\$480.00	\$480.00	\$0.00
3	<p>Encroachment permit fees Per Dan Wolfe, PE City of Folsom required encroachment permit \$120.00 2 hours to obtain</p>	1	\$270.00	\$270.00	\$0.00

Sub Total	Total Tax	Final Price
\$2,448.00	\$135.84	\$2,583.84

Downpayment(0.0 %)	\$0.00
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for **LOS RIOS COMMUNITY COLLEGE DISTRICT**

Net Due :	\$2,583.84	Signature	Date
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We agree to your terms and conditions Please proceed with the order.

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Kirklin, Kathleen

Sent: Tuesday, September 17, 2013 6:38 PM

To: Haney, Brenda; Harman, Joany

Cc: Vander Werf, Wenda

Subject: FW: Ellis and Ellis Online Requisition

Approved.

Brenda, ~~On 9/16/13 I spoke with Jennifer Alford to confirm that no additional quotes would be required. Jennifer said that since each sign was less than \$1,000 that we did not need to obtain additional quotes. I further explained that these signs would have been added to the Ellis & Ellis purchase order for the Harris Center signs but the signs were delayed because the City of Folsom required a Right of Entry Agreement and an Encroachment Permit. The City of Folsom finally sent us the Right of Entry Agreement for the District to sign. CalTrans required that we install additional Harris Center signs on East Bidwell in addition to their freeway and off ramp signs. There should be no hold up on processing this purchase requisition given my conversation with Jennifer. Thanks.~~

Joany, to expedite processing I charged this to Harris Center Clearing account. We should chargeback the cost of these signs to COPFD 6490 FL.VA.VAPA 71000 70238 076S. Please process a journal entry to create the 6490. Thanks.

Kathleen Kirklin

Vice President, Administration

10 College Parkway

Folsom, CA 95630

P 916.608.6555

F 916.608.6584

kathleen.kirklin@flc.losrios.edu

From: Vander Werf, Wenda

Sent: Monday, September 16, 2013 3:43 PM

To: Kirklin, Kathleen

Subject: Ellis and Ellis Online Requisition

Kathleen,

I have completed the Ellis and Ellis online requisition for the installation of two signs for the Harris Center.

Please let me know if there is anything I should have done differently.

Thank you,

Wenda Vander Werf

Interim Administrative Assistant to

Kathleen Kirklin, Vice President of Administration

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

916.608.6733 | vanderw@flc.losrios.edu