

From: [Haney, Brenda](#)
To: [Wong, Barbara](#)
Cc: ["Kim Martin"; Harman, Joany; Kirklin, Kathleen](#)
Subject: PLEASE PAY IN 10/7/14 COPFD CHECK RUN_ PO_3015437A _ Western Contract Invoice 122372 from May
Date: Thursday, October 02, 2014 9:30:13 AM
Attachments: [122372.pdf](#)
[image009.png](#)
[0003015437 & 3015437A WESTERN CONTRACT FURNISHERS.pdf](#)

Good Morning Barbara –

Can you please pay attached invoice 122372 for Western Contract PO_3015437A in next week's COPFD check run (10/7) - this was one we had done a change order on 6/23/14 for Yer – but, which we've found was never paid.

This final payment will close 3015437A, PO 0003015437 had already been closed prematurely, thus the CO.

PO ID	LINE	VENDOR	OPEN ENC	EXPENDED TOTAL
3015437A	1	WESTERN CONTRACT FURNISHERS	286.87	0

Account String	PO ID	LINE#	DESCRIPTION	VENDOR	Jrnl	VOUCHER	INVOICE	POSTED	Check# / Pymnt Status	ENC	EXPS	CHECK#
COPFD 6490 41 FL.VA.PROJ 71000 00199 2015 041A	3015437A	1	MISC PARTS, HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS DESKS ORDER 112813.SP4	WESTERN CONTRACT FURNISHERS			0	07/02/14	0	286.87	0	0

Thank you,

Brenda Haney

Business Services

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

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: Kirklin, Kathleen
Sent: Wednesday, October 01, 2014 5:55 PM
To: Haney, Brenda
Cc: 'Kim Martin'; Harman, Joany
Subject: FW: Western Contract Invoice 122372 from May - PO 3015437A

Hi Brenda,

I need your assistance. I can see in PeopleSoft that we processed a change order to increase the original purchase order \$286.87. JRNL ID 0002023604 ISFY14MA 7/9/14 shows it as expensed. I can

see we paid \$30,202.06 on May 2 but it appears that the remaining \$286.87 is still outstanding. It may still be sitting out there as a rebudget item waiting to be processed. Would you please check to see if or when the attached invoice was paid. If it hasn't been paid please ask accounting operations to process the payment in the upcoming warrant run.

Thank you.

Kathleen

Kathleen Kirklin | Vice President, Administration
Folsom Lake College | 10 College Parkway | Folsom, CA 95630
p. 916.608.6733 | **f.** 916.608.6584 | Kathleen.kirklin@flc.losrios.edu

From: Kim Martin [<mailto:martink@westerncontract.com>]
Sent: Wednesday, October 01, 2014 3:34 PM
To: Kirklin, Kathleen
Cc: Inna Didenko
Subject: Western Contract Invoice 122372 from May

Hi Kathleen,

Attached please find a copy of this invoice for your review.

Can you let me know what else you may need in order to process this invoice for payment?

Thank you,

Kim Martin
Controller
11455 Folsom Blvd. | Rancho Cordova CA 95742
P 916 638-3338 Ext 3331
F 916 669-1294



**PURCHASE ORDER NO 3015437A
DUPLICATE**

Date 06/24/2014	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 3004554 JOHNSONC POONV		Location / Dept 04VAPA2 VAPA

Vendor: 0000005956
WESTERN CONTRACT FURNISHERS
11455 FOLSOM BLVD
RANCHO CORDOVA CA 95742

Phone: (916) 638-3338
Fax: (916) 638-2698

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	MISC PARTS, HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS DESKS ORDER 112813.SP4	1.00 LOT	265.62	265.62	06/24/2014

6/24/14 RE-OPEN PO AS 3015437A AS PER J HARMAN. VP

DO NOT SEND PO TO VENDOR

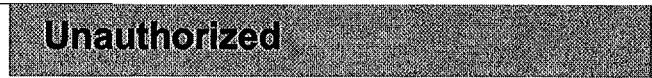
Sub Total Amount	265.62
Sales Tax Amount	21.25
Total PO Amount	286.87

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.PROJ	71000	00199	041A	286.87	2015

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.



STANDARD PO - CHANGE ORDER REQUEST

One Purchase Order per Form

PO#: 0003015437

REQUEST DATE: 6/23/2014

COLLEGE: FLC

RE-OPEN PO AS: 3015437A

VENDOR NAME: WESTERN CONTRACT FURNISHERS

VENDOR#: 5956

LINE# 1 TO: \$265.62 (Taxable)

DESCRIPTION:

MISC PARTS, HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS
DESKS ORDER 112813.SP4

BUDGET#: COPFD 6490 41 FL.VA.PROJ 71000 00199 041A

NEW PO TOTAL = \$286.87

PO COMMENTS:

TO CORRECT_PO CLOSED IN ERROR W/O APPLYING PMT OF 2ND INV#_122372 FOR
PROPOSAL# 25003B_ ADDED BY CO 4/3/14.

REQUESTED BY: AOPS

DEPT: ADMN

DO NOT SEND CHANGE ORDER TO VENDOR - (For BSO Use Only)

Email Completed Standard PO Change Order Form to FLC BSO Attn: Brenda Haney at
haneyb@flc.losrios.edu (Must be emailed as an attachment, Do Not paste into body of email).

From: [Harman, Joany](#)
To: [FLC-Purchase](#)
Cc: [Haney, Brenda](#)
Subject: FW: WESTERN CONTRACT_PO 0003015437_ CHANGE ORDER / FW: Western Contract Inv 122372
Date: Monday, June 23, 2014 12:29:34 PM
Attachments: [Change Order - Western Contract Furnishers.0003015437.06-23-14.doc](#)
[DOC060414-06042014112711.pdf](#)
[image002.png](#)
[image004.png](#)
[image006.png](#)
[image008.png](#)
[image005.png](#)

Importance: High

Please process.
Thank you,



Joany Harman
 Business Services Supervisor
 Folsom Lake College
 916-608-6622
harmanj@flc.losrios.edu

From: Haney, Brenda
Sent: Monday, June 23, 2014 12:15 PM
To: Harman, Joany
Subject: WESTERN CONTRACT_PO 0003015437_ CHANGE ORDER / FW: Western Contract Inv 122372
Importance: High

Joany - Change Order to Re-Open PO – to pay final INV# 122372.

PO mistakenly closed after paying first invoice:

Original PO_ Line# 1 Received for \$15,470.49; 1st INV# 122117 applied for \$15,204.87 - ENC Balance of \$265.62 + S/TX = \$286.87 – should have been left open to pay 2nd INV# 122372:

Unit: PO ID: Line Item ID **Western Contract** **0003015437** 1

Receipt **COPFD** [Personalize](#) | [Find](#) | View All | | First 1 of 1 Last

Sched Num	BU Recv	Receipt No	Receipt Line	Status	Seq	Vndr Rcpt Qty	Vndr Reject Qty	Merchandise Amt	Currency
1	COPFD	0003025750		1 Received		1	1.0000	0.0000	15470.490 USD

Unit: PO No.: Line Item ID

Invoice **COPFD** **0003015437** **1**

[Personalize](#) | [Find](#) | View All | | First 1 of 1 Last

Sched Num	AP Unit	Voucher	Line	Quantity Invoiced	Amount Invoiced
1	COPFD	00037195		1	1.0000
					15204.870

Thank you,

Brenda Haney

Business Services
 Folsom Lake College | 10 College Parkway | Folsom, CA 95630
 ☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu



I N V O I C E

INVOICE 122372
PROPOSAL: 250003B
DATE PRINTED:05/20/14

S O L D T O :
LOS RIOS COMMUNITY COLLEGE DISTRICT
ATTN: ACCOUNTING
1919 SPANOS COURT
SACRAMENTO, CA 95825-3981

S H I P T O :
FOLSOM LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630
KATHLEEN KIRKLIN 608-6555

PROJECT # CLIENT CUSTOMER P/O: TERMS PROJECT CONTACT:
153-64 027487 0003015437 Inna Didenko

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	6.00 2375-6727 ,TR- 00K	TOP CAP, STANDARD, 60" PREMISE SURFACE 1 CHARCOAL	37.56	225.36
2	6.00 3720-8601	TOP CAP ALIGNER, PREMISE	6.71	40.26

SUBTOTAL: 265.62

SALES TAX: 21.25
FINAL TOTAL.: 286.87
PAY BALANCE.: 286.87

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

**PURCHASE ORDER NO
CHANGE ORDER**

0003015437

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

Date	Revision	Page
01/13/2014	2 - 04/03/2014	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
3004554 JOHNSONC POONV	04VAPA2 VAPA	

Vendor: 0000005956
WESTERN CONTRACT FURNISHERS
11455 FOLSOM BLVD
RANCHO CORDOVA CA 95742

Phone: (916) 638-3338
Fax: (916) 638-2698

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	MISC PARTS, HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS DESKS ORDER 112813.SP4	1.00	LOT	15,470.49	15,470.49	01/30/2014
2- 1	FEES, TO RECEIVE, DELIVER AND ASSEMBLE DURING NORMAL BUSINESS HOURS PER ATTACHED TERMS AND CONDITIONS. TO INCLUDE PULLING PROJECT FROM INVENTORY ON SITE, CUTTING OF SOME FINISH POSTS	1.00	CHG	6,985.00	6,985.00	01/30/2014
3- 1	CUT-OUTS , REFERRED TO AS "DOGGIE DOORS", TO CREATE CUSTOM CUT-OUTS IN THE MODULAR PANELS TO ACCESS ELECTRICAL AND DATA OUTLETS	33.00	EA	175.00	5,775.00	01/30/2014

PROPOSAL: #250003A

OFFICES TO RECEIVE FURNITURE ARE: PAC 2160, PAC 2170, PAC 2180, PAC 2220, PAC 2230, PAC 2240, PAC 2290, PAC 2300, PAC 2320, PAC 2330, PAC 2340, PAC 2350, PAC 2360

4/3/14 LINE 1 CHANGE TO \$15,470.49 LINE 3 INCREASE QTY BY 13 NEW TOTAL \$30,488.93 PER J HARMAN. VP

Sub Total Amount	28,230.49
Sales Tax Amount	2,258.44
Total PO Amount	30,488.93

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.PROJ	71000	00199	041A	30,488.93	2014

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)

4/7/2014

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.

STANDARD PO - CHANGE ORDER REQUEST

One Purchase Order per Form

*Submitted 4/3
4/3 to
VPA for
Review/Approval*

PO#: 0003015437

REQUEST DATE: 4/2/2014

COLLEGE: FLC

VENDOR NAME: WESTERN CONTRACT FURNISHERS

VENDOR#: 5956

*Submit w/
Add'l.
Revised Proposal
& Email Stream*

CHANGE UNIT PRICE ON LINE# 1 TO: \$15,470.49 (Taxable)

BUDGET#: COPFD 6490 41 FL.VA.PROJ 71000 00199 041A

*No Revers
OK to make
changes.*

INCREASE QTY ON LINE#: 3 BY: 13 (new total Qty = 33) (Taxable)

BUDGET#: COPFD 6490 41 FL.VA.PROJ 71000 00199 041A

*OK w/ Area
after c/o is
posted to
confirm if*

NEW PO TOTAL = \$30,488.93

PO COMMENTS:

LINE# 1- REVISED PROPOSAL# 25003B DATED 03/31/14; LINE# 3 - VPA EMAIL APPROVAL DATED 4/1/14

*PO is OK
to Rev on
still open
?*

REQUESTED BY: K. KIRKLIN

DEPT: ADMN

DO NOT SEND CHANGE ORDER TO VENDOR - (For BSO Use Only)

B/V 4/3/14 DA

Email Completed Standard PO Change Order Form to FLC BSO Attn: Brenda Haney at haneyb@flc.losrios.edu (Must be emailed as an attachment, Do Not paste into body of email).

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: WESTERN CONTRACT FURNISHERS
 11455 FOLSOM BLVD
 RANCHO CORDOVA CA 95742
 United States

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: COPFD OPEN	
Req ID: 0003004554	Date: 01/09/2014
Requester: Colleen R Johnson	Bldg#: VAPA
Requester Signature	
Buyer: Vivian Poon	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS DESKS ORDER 112813.SP4	1	LOT	15,204.87	15,204.87	01/30/2014

ASSET DEPT: VAPA LOCATION: 04VAPA2 CATEGORY: FURN 1

2-1	TO RECEIVE, DELIVER AND ASSEMBLE DURING NORMAL BUSINESS HOURS PER ATTACHED TERMS AND CONDITIONS. TO INCLUDE PULLING PROJECT FROM INVENTORY ON SITE, CUTTING OF SOME FINISH POSTS	1	CHG	6,985.00	6,985.00	01/30/2014
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ASSET DEPT: VAPA LOCATION: 04VAPA2 CATEGORY: FURN 1

3-1	REFERRED TO AS "DOGGIE DOORS", TO CREATE CUSTOM CUT-OUTS IN THE MODULAR PANELS TO ACCESS ELECTRICAL AND DATA OUTLETS	20	EA	175.00	3,500.00	01/30/2014
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ASSET DEPT: VAPA LOCATION: 04VAPA2 CATEGORY: FURN 20

Total Requisition Amount: 25,689.87

PROPOSAL: #250003A
 TAX = \$2,055.19
 PO TOTAL = \$27,745.06

OFFICES TO RECEIVE FURNITURE ARE: PAC 2160, PAC 2170, PAC 2180, PAC 2220, PAC 2230, PAC 2240, PAC 2290, PAC 2300,
 PAC 2320, PAC 2330, PAC 2340, PAC 2350, PAC 2360
 BACKUP DOCUMENTATION FORWARDED VIA INTERCAMPUS MAIL

SOLE SOURCE JUSTIFICATION: HAWORTH MODULAR FURNITURE WAS DONATED TO FLC IN 2012 (65 STATIONS). SOME OF THE
 FURNITURE WAS INSTALLED BY CRC. FLC IS NOW UTILIZING THE REMAINING INVENTORY TO INSTALL 25 MODULAR WORKSTATIONS IN
 OFFICE ON THE 2ND FLOOR OF HARRIS CENTER. KELLER GROUP DOES NOT SELL OR INSTALL HAWORTH PRODUCT. WCF IS THE
 DISTRIBUTOR FROM WHOM THE DONOR INITIALLY PURCHASED THE MODULAR FURNITURE (MODULAR FURNITURE WAS NEVER USED BY
 DONOR). WCF IS AN ESTABLISHED FURNITURE VENDOR WITH CCCF.

BU	Acct	Fd	Org	Proq	Sub	Proj	Amount
COPFD	6490	41	FL.VA.PROJ	71000	00199	041A	25,689.87

Approval Signature	Approval Signature	Approval Signature
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Hard Copies to DO Purchasing 1/13/14

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sole Source Purchase Justification

Vendor: Western contract Office Furniture of USA Requisition No: _____ **FLC BUSINESS SERVICE**
Commodity/Service: Haworth Systems Furniture Parts for existing modular furniture inventory
Estimated annual expenditure for the above commodity or service: \$: \$27,745.06 **2014 JAN 13 P 12:**

Pursuant to Purchasing Policy, Sole Source purchase requests & approvals must be performed in advance and shall be supported by written documentation. This form and appropriate supporting documentation fulfills that requirement.

Initial all entries below that apply to the proposed purchase. Attach support documentation justification memo as described below (More than one entry will apply to most sole source products/services for purchase requested).

- 1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed).
- 2. _____ SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed).
- 3. THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum).

Haworth modular furniture was donated to FLC in 2012 (65 stations). Some of the furniture was installed by CRC. FLC is now utilizing the remaining inventory to install 25 modular workstations in offices on the 2nd floor of Harris Center. Keller Group does not sell or install Haworth product. WCF is the distributor from whom the donor initially purchased the modular furniture (modular furniture was never used by donor). WCF is an established furniture vendor with CCCF.

- 4. _____ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application).
- 5. THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request).
- 6. _____ CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) PURCHASE CONTRACT NO: _____
- 7. _____ "PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS
- 8. _____ NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests commodities and services to be procured from the vendor identified as the sole source supplier of the service or material described in this sole source justification and is authorized as a sole source for the service or material.

Kathleen Keller 1/13/14
AUTHORIZED SIGNATURE DATE

SOLE SOURCE AUTHORIZATION: (PURCHASING USE ONLY)

APPROVED DISAPPROVED

By: _____ Date: _____ Guidelines Div. #: _____



westerncontract
We furnish synergy

11455 Folsom Boulevard
Rancho Cordova, CA 95742
P 916.638.3338 F 916.638.2698



PROPOSAL

PROPOSAL: 250003A
DATE: 12/19/13

PROPOSAL FOR:

INSTALL AT:
FOLSOM LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630
KATHLEEN KIRKLIN 608-6555

FOLSOM LAKE COLLEGE
10 COLLEGE PARKWAY
FOLSOM, CA 95630

916/608-6585

PROJECT CONTACT: CLIENT
Cindy Warnock 027487

CUSTOMER P/O:

QUOTE VALID
01/19/14

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1.00	LOT	HAWORTH SYSTEMS FURNITURE PER SPEC FILE: FLC TEACHERS DESKS ORDER 112813.SP4	15,204.87	15,204.87
1.00	SERVICE	TO RECEIVE, DELIVER AND ASSEMBLE DURING NORMAL BUSINESS HOURS PER ATTACHED TERMS AND CONDITIONS. TO INCLUDE PULLING PRODUCT FROM INVENTORY ON SITE, CUTTING OF SOME FINISH POSTS	6,985.00	6,985.00
20.0		DOGGIE DOORS	175.00	3,500.00

SUBTOTAL: 25,689.87

DEPOSIT REQUIRED *waived* 12,845.00
50.00 %

SALES TAX: 2,055.19

TOTAL 27,745.06

ACCEPTED BY *Kathleen Kirkin*
DATE ACCEPTED 1/3/14
SIGN AFTER REVIEWING AND
ACCEPTING TERMS & CONDITIONS

WE SINCERELY THANK YOU FOR YOUR BUSINESS
Visit us at WWW.WESTERNCONTRACT.COM

Submitted by: _____
WCF ACCEPTANCE _____

DATE: *12/19/13*

PAGE 1 OF 1

PROPOSAL: 250003A

2014 JAN 13 P 12:41
FLC BUSINESS SERVICES

TERMS AND CONDITIONS OF CONTRACT

Contract No. 250003A

This contract by and between the Buyer, FLC, and the Seller, Western Contract/Office Furniture USA, mutually agree to the following:

General

1) Changes & Cancellations—The proposal being presented outlines the estimated costs based on the scope of the project. These costs reflect the project parameters as communicated during the initial Buyer and Seller meeting(s). If the project scope should change or expand during the project, the additional design services for completing these "changes in scope" are available to the Buyer at the Seller's standard hourly rate. Examples of changes in scope are as follows: adding additional workstations, changing from adding storage to a workstation to a reconfiguration of the workstation, adding or changing to workstations on an additional floor, changing product lines, etc.

Changes and/or cancellation of authorized factory orders must be in writing and are subject to additional charges. Cancellations/changes are dependent upon the manufacturer agreeing to either cancellation of/or change to an order. All merchandise is considered non-returnable. However, if the manufacturer agrees to accept a return of product, any charges resulting from that return will be the responsibility of the Buyer.

If Seller should agree to cancellation of any product already delivered, Buyer agrees to accept and pay a 20% handling charge and will assume all other expenses incurred in return of product (pick up and delivery charges).

2) Claims— All claims for shortages, damaged or mis-shipped merchandise must be made in writing within five (5) days after the receiving date. Seller reserves the right, at its sole discretion, to remedy any claimed defect in the goods or to replace such goods. If not replaced by seller as herein provided, seller's liability shall be limited to the stated selling price of any defective goods. Seller shall in no event be liable for buyer's manufacturing costs, lost profits, good will, or other special, incidental, or consequential damages.

If the product is received by the Buyer at the Buyer's site, the Buyer assumes the responsibility of recording any freight damage in accordance with the manufacturer's timeframe and process. Seller cannot guarantee the replacement of damaged product if the manufacturer's conditions for returns are not met.

3) Product Issues—Seller cannot guarantee uniformity of finishes/colors/dye lots/wood grain beyond manufacturer's own guidelines and especially across different manufacturers. No products may be rejected due to reasonable variations in wood grain, finish, or dye lot differences.

4) Warranty—All product sold is covered by the manufacturer's warranties only, with no expressed or implied warranty by the Seller.

Pricing & Payment

5) Deposit/Payment—The prices quoted are cash prices. A deposit is required with the signed proposal prior to the product being ordered. Payment in full is due upon receipt of goods unless Seller agrees to different terms in writing. In the event the cash sales price is not paid in full within 30 days of delivery, the Buyer agrees to pay a Service Charge of 1 1/2% per month (or an annual percentage rate of 18%) on the unpaid balance. The purchase price shall be payable at the office of the Seller as designated on the invoice. Any extension of time for payment must be in writing and shall not release Buyer from any obligations under this Agreement. Buyer shall keep product at the delivery site until paid.

6) Partial Shipments—Partial deliveries are to be paid upon presentation of invoice covering each partial shipment.

7) Credit—Seller has the right to cancel or change the credit terms if adverse conditions occur in the Buyer's financial condition and/or if the Buyer has a history of not being current on payment of invoices.

8) Taxes—Prices are subject to Federal, State, and Local taxes. Buyers who are exempt from taxes shall provide the Seller with copies of exemption certificates upon acceptance of this proposal.

Delivery

9) Schedule—Seller will inform Buyer of an estimated date of delivery when estimated shipping dates are received from manufacturers. Buyer acknowledges that said delivery date is an estimate and subject to change without notice.

10) Normal Business Hours—Delivery shall be performed during normal business hours, defined as 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. Delivery outside of normal working hours is available at an additional charge.

11) **Delays**—Seller shall not be responsible for delivery delays caused by manufacturer, strikes, Acts of God or other different type conditions beyond its control, and performance by Seller under this Agreement shall be extended a reasonable time to permit Seller to complete delivery under such circumstances. Any delays at the request of the Buyer or in the site being ready a) will require that product be invoiced and paid for by the Buyer as though the product was delivered per previously established schedules, and b) may cause additional charges to be imposed due to extra handling, storage, re-delivery, etc.

12) **Loss or Damage**—After delivery to the site, any loss or damage by weather, fire, other trades such as painting or other elements, shall be the sole responsibility of the Buyer and the Buyer agrees to hold the Seller harmless from loss for such reasons. Damage, destruction or loss of merchandise after delivery shall be at Buyer's risk, and in such event not relieve Buyer's obligation under this agreement.

Terms and Conditions

13) **Acceptance**—Terms and conditions set forth herein may be altered only upon approval of both the Buyer and Seller in writing. This proposal agreement shall be a binding agreement of sale when Seller accepts at its office an executed copy signed by the Buyer, except as provided herein under "Deposit/Payment" above.

14) **Attorney Fees**—The prevailing party in any action brought to enforce the terms of this Agreement or to obtain damages for breach of this Agreement shall recover all costs and expenses incurred in such action, including reasonable attorneys' fees and costs of suit and collection.

15) **Buyer's Responsibilities**—The Buyer shall designate a Representative authorized to act on the Buyer's behalf to provide decisions, approve drawings, reports, presentations, and other documents and data. The Buyer's written decisions, authorizations, and approvals for WCF's services shall be provided promptly in order to meet the project schedule.

16) **Indemnification**—Buyer's sole right to damages will be to the difference between the contract price and the market price of the goods purchased. Buyer shall have no right to cover by procuring substitute goods and no right to incidental or consequential damages.

17) **Security Interest**—Buyer hereby grants to Seller a purchase money security interest ("PMSI") in all of the furniture and goods sold by Seller to Buyer pursuant to this contract, together with all proceeds and replacements thereof (the "Collateral") for the amount of the unpaid purchase price from the date of sale until the date the purchase price has been paid in full. Seller may, immediately upon the sale or at any time thereafter, file with the Secretary of State a financing statement to perfect said PMSI. Said PMSI shall secure all of the obligations of the Buyer hereunder, both monetary and non-monetary in nature, and any default under the terms of this agreement shall entitle Seller to immediately enforce all of its rights under its security interest, including but not limited to foreclosure thereof. Buyer shall, at its own cost, keep the Collateral insured against loss or damage and shall maintain the Collateral in good condition and repair at all times. Buyer shall not sell, lease, encumber, or dispose of the Collateral in any way without the express prior written consent of Seller until all debts secured by the Collateral have been fully satisfied. The Collateral shall be located at 10 College Parkway, Folsom CA 95630 (address) and shall not be moved therefrom without the prior written consent of Seller. To the extent the signature of Buyer is needed for Seller to enforce any of the rights or remedies granted to it herein or to protect the Collateral, Buyer hereby appoints Seller as Buyer's attorney-in-fact to do any such act.

18) **Services by Others**—Seller shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, construction schedules, sequences or procedures; fabrication, procurement, shipment, delivery receipt, inspection, or installation; or safety programs in connection with the General Contractor's work. Seller shall not be responsible for acts or omissions or failure to carry out the work in accordance with the Contract Documents by the General Contractor, Subcontractors, or any other persons or entities or their agents or employee performing or supplying the work.

19) **No Waiver of Other Legal Remedies**—Nothing herein is intended to limit Seller's rights to assert any other legal, equitable, or statutory claims Seller may have against Buyer.

20) **Integration Clause**—The Agreement contains the entire and integrated agreement between Buyer and Seller, and no oral representations, negotiations, or statements or prior written matter not specifically incorporated in the Agreement shall be of any force or effect. The Agreement may not be modified except by a written documents executed by both parties.

21) Use of Documents—Instruments of Service include all drawings, plans, specifications, and other documents, including those in electronic format, prepared for this project by Seller or Seller's Consultants. Seller and Seller's Consultants retain all rights of ownership and property interest therein, including copyrights.

Buyer has read and understands the Terms and Conditions of this Contract and by signing below accepts the terms and conditions without reservations.

Buyer's Signature: _____ Date: _____

Name (printed): _____ Title: _____

Seller's Signature: *[Signature]* Date: 12/04/13

Name (printed): Anna Odento Title: Interior Designer

DD3051jh Rev 6/04
4641001.585226.2

PLC BUSINESS SERVICES
2014 JAN 13 P 12:42

TERMS AND CONDITIONS OF SYSTEMS FURNITURE ASSEMBLY

Buyer FLL

Proposal No. 260003A

Seller: Western Contract

Your assembly fee of \$ 6985.⁰⁰ is contingent upon the following terms and conditions:

- The assembly fee has been quoted at prevailing wages.
- The assembly fee has not been quoted at prevailing wages.

Assembly

1) Changes/Delays/Extra Charges Seller shall assemble this project per the final approved assembly drawings. Changes made while the assembly is in progress shall result in additional charges. If the area where furniture is to be assembled is not free and clear, additional charges for delays or storage and handling will apply. The additional charges for these delays can be as much as 50% or more of the original assembly fee.

2) Electrical & Data Hook up Seller will provide panel-to-panel electrical connections not to include building energy source hook up to panel systems. A licensed electrician shall be contracted by the Buyer to be on site during assembly for electrical hookup. Communication and data cabling are to be laid in the systems raceway by the appropriate trades and in cooperation with the Seller. Contracting for this work is the responsibility of the client. Seller is available to punch holes in the raceway covers for the termination of communication lines at an additional charge. Any strapping of power poles required by local codes is the responsibility of the Buyer or general contractor.

3) Job Site Conditions The job site must be ready to accept furniture with any construction completed. The area where furniture is to be assembled shall be free and clear and ready for assembly on the agreed upon start date. Assembly personnel shall have free and clear access to the assembly site, loading docks, staging areas, and elevators. Exclusive use of an elevator during the unloading is required. Buyer will furnish electrical current, heat/air conditioning, toilet facilities, and lighting for all projects. Removal of existing furniture shall be the responsibility of the Buyer. Seller is available to perform this service at an additional charge. Security of product delivered to the job site shall be the responsibility of the Buyer.

4) Labor Labor pricing is based on Seller's usual work force and rates. If Union labor or prevailing wages are required, there will be an upcharge to Buyer.

5) Loss or Damage If any construction is still in progress, there is a high likelihood of damage to the furniture caused by the construction activities. Responsibility for loss or damage transfers to Buyer once product is delivered to Buyer's site, except for loss/damage caused by Seller's assembly crews. Damage, destruction, or loss of merchandise after delivery shall be at Buyer's risk, and in such event shall not relieve Buyer's obligations under this Agreement.

6) Normal Business Hours Assembly shall be performed during normal business hours, defined as 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. Assembly outside of normal working hours is available at an additional charge.

Signature Kathleen Kirklin Date: 1/3/14
 Name Kathleen Kirklin Title: v.p. Administrator
 print

FLL BUSINESS SERVICES
JAN 13 P 12:42

FOLSOM LAKE COLLEGE PRODUCT ORDER

Item	Mfg	Cat	Qty	Part Number	Part Description	Sell	Ext Sell
1	HAW	XXX	1	2739-0505	48 2-WAY COVER ASSEMBLY; PAINTED	\$ 59.34	\$ 59.34
				,TR-00K	SURFACE 1 CHARCOAL		
				,TR-00K	ALL SURFACES CHARCOAL		
2	HAW	XXX	14	2739-0507	64 2-WAY COVER ASSEMBLY; PAINTED	\$ 66.22	\$ 927.08
				,TR-00K	SURFACE 1 CHARCOAL		
				,TR-00K	ALL SURFACES CHARCOAL		
3	HAW	XXX	15	2376-3902	2-WAY TOP CAPS	\$ 16.99	\$ 254.85
				,TR-00K	SURFACE 1 CHARCOAL		
4	HAW	XXX	18	7035-0902	ALIGNER KEY	\$ 16.10	\$ 289.80
5	HAW	XXX	2	7036-0202	CORNER ALIGNER	\$ 9.39	\$ 18.78
6	HAW	XXX	3	2377-5302	PANEL ACC, END OF RUN CAP, GROOVED, ENH PREMISE, SVC	\$ 8.05	\$ 24.15
				,TR-00K	SURFACE 1 CHARCOAL		
7	HAW	XXX	11	3720-8601	PANEL, TOP CAP ALIGNER EXTRUSION, ENH PREMISE, SVC	\$ 6.71	\$ 73.81

FOLSOM LAKE COLLEGE PRODUCT ORDER

Item	Mfg	Cat	Qty	Part Number	Part Description	Sell	Ext Sell
8	HAW	HAN	3	NMFF-4836-SN	ENH PREMISE MONO PANEL,48HX36W	\$ 250.88	\$ 752.64
				(SN)	STD TOPCAP,NON-POWER		
				,FJ-	SYS FAB - SAVOY,GRADE A		
				0AR	CHAMOIS		
				,FJ-	SYS FAB - SAVOY,GRADE A		
				0AR	CHAMOIS		
				,TR-	SURFACE 3		
				00K	CHARCOAL		
				,TR-	SURFACE 4		
				00K	CHARCOAL		
9	HAW	HAN	2	NMFF-4860-SN	ENH PREMISE MONO PANEL,48HX60W	\$ 340.32	\$ 680.64
				(SN)	STD TOPCAP,NON-POWER		
				,FJ-	SYS FAB - SAVOY,GRADE A		
				0AR	CHAMOIS		
				,FJ-	SYS FAB - SAVOY,GRADE A		
				0AR	CHAMOIS		
				,TR-	SURFACE 3		
				00K	CHARCOAL		
				,TR-	SURFACE 4		
				00K	CHARCOAL		

FOLSOM LAKE COLLEGE PRODUCT ORDER

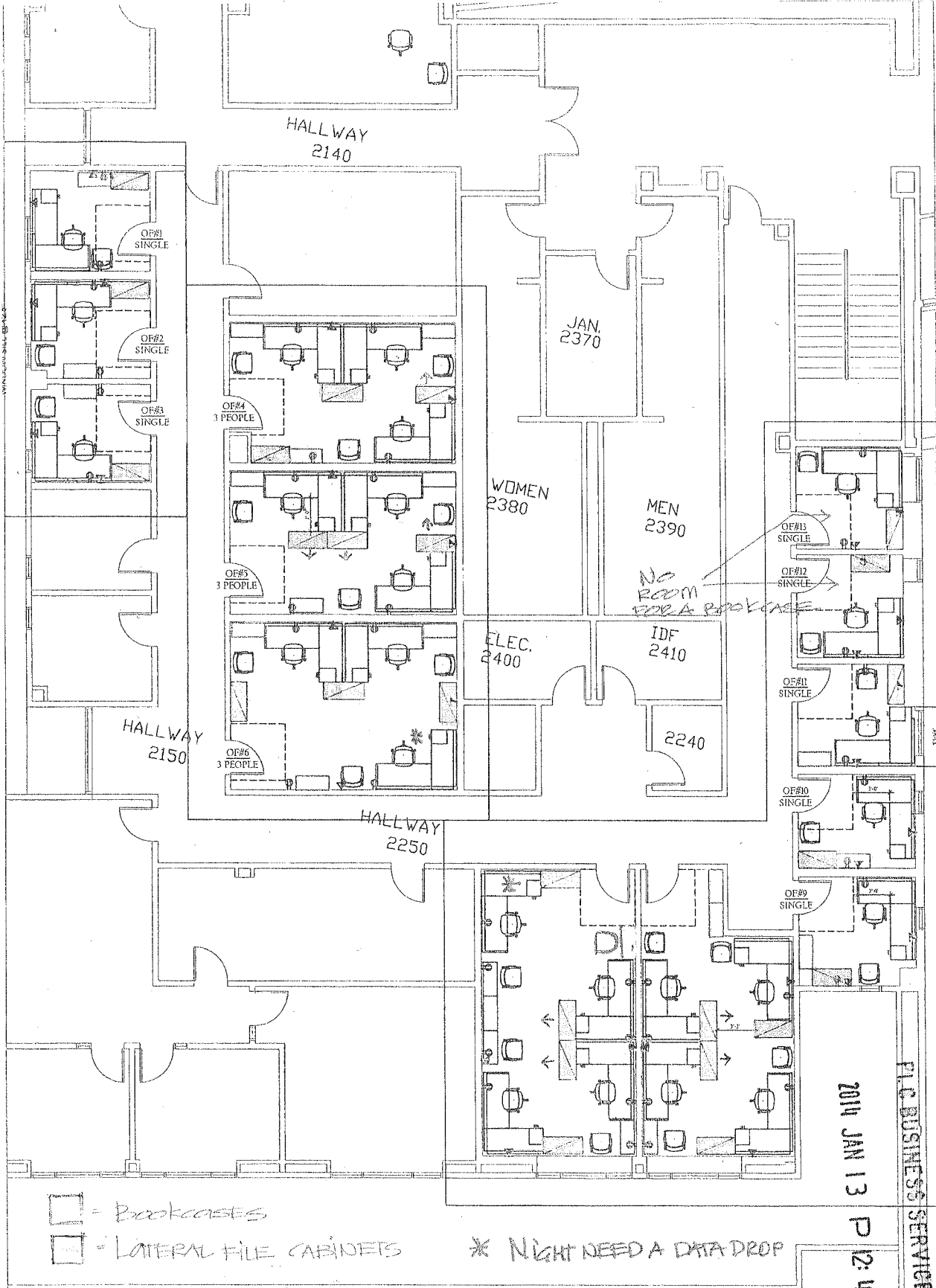
Item	Mfg	Cat	Qty	Part Number	Part Description	Sell	Ext Sell
10	HAW	HAN	2	NMFF-6424-SN	ENH PREMISE MONO PANEL,64HX24W	\$ 257.59	\$ 515.18
				(SN)	STD TOPCAP, NON-POWER		
				,FJ-	SYS FAB - SAVOY, GRADE A		
				0AR	CHAMOIS		
				,FJ-	SYS FAB - SAVOY, GRADE A		
				0AR	CHAMOIS		
				,TR-	SURFACE 3		
				00K	CHARCOAL		
				,TR-	SURFACE 4		
				00K	CHARCOAL		
11	HAW	HAN	19	NMFF-6436-SN	ENH PREMISE MONO PANEL,64HX36W	\$ 302.31	\$ 5,743.89
				(SN)	STD TOPCAP, NON-POWER		
				,FJ-	SYS FAB - SAVOY, GRADE A		
				0AR	CHAMOIS		
				,FJ-	SYS FAB - SAVOY, GRADE A		
				0AR	CHAMOIS		
				,TR-	SURFACE 3		
				00K	CHARCOAL		
				,TR-	SURFACE 4		
				00K	CHARCOAL		

FOLSOM LAKE COLLEGE PRODUCT ORDER

Item	Mfg	Cat	Qty	Part Number	Part Description	Sell	Ext Sell
12	HAW	HAN	4	NMFF-6460-SN	ENH PREMISE MONO PANEL,64HX60W (SN) .FJ- 0AR .FJ- 0AR .TR- 00K .TR- 00K		\$ 391.75 \$ 1,567.00
13	HAW	HAN	6	WURA-2460-LJSB	RECT WORKSURFACE 24D X 60W (LJSB) .0H- C2P .HP- 08J		\$ 168.58 \$ 1,011.48
14	HAW	HAN	3	ZNBD-1600-PR	CNTLVR BRKT,PREMISE,STANDARD,16"D (PR)		\$ 19.10 \$ 57.30
15	HAW	HAN	1	ZNBH-1600-PL	Shared Cantilever Bracket (PL)		\$ 28.31 \$ 28.31
16	HAW	HAN	2	ZNBH-1600-PR	Shared Cantilever Bracket (PR)		\$ 28.31 \$ 56.62

FOLSOM LAKE COLLEGE PRODUCT ORDER

Item	Mfg	Cat	Qty	Part Number	Part Description	Sell	Ext Sell
17	HAW	HAN	25	ZNFS-2400-LNEJ	SUPPORT PNL,WS,PREMISE,24"D	\$ 111.68	\$ 2,792.00
				(LNEJ)	LAM,NON-HND,PNL MNTE,LAM EDGE		
				,0H-	LAMINATE		
				08J	CHARCOAL		
				,HP-	LAMINATE/T-MOLD/EDGEBAND		
				08J	CHARCOAL		
18	HAW	HAN	44	ZUBF-0000-PN	Flush Mount Plate	\$ 8.00	\$ 352.00
				(PN)	PAINTED,NON-HANDED		
					Selected Total		\$ 15,204.87



- = Bookcases
- = LATERAL FILE CABINETS

* NIGHT NEED A DATA DROP

2014 JAN 13 P 12:42
 P.L.C. BUSINESS SERVICES

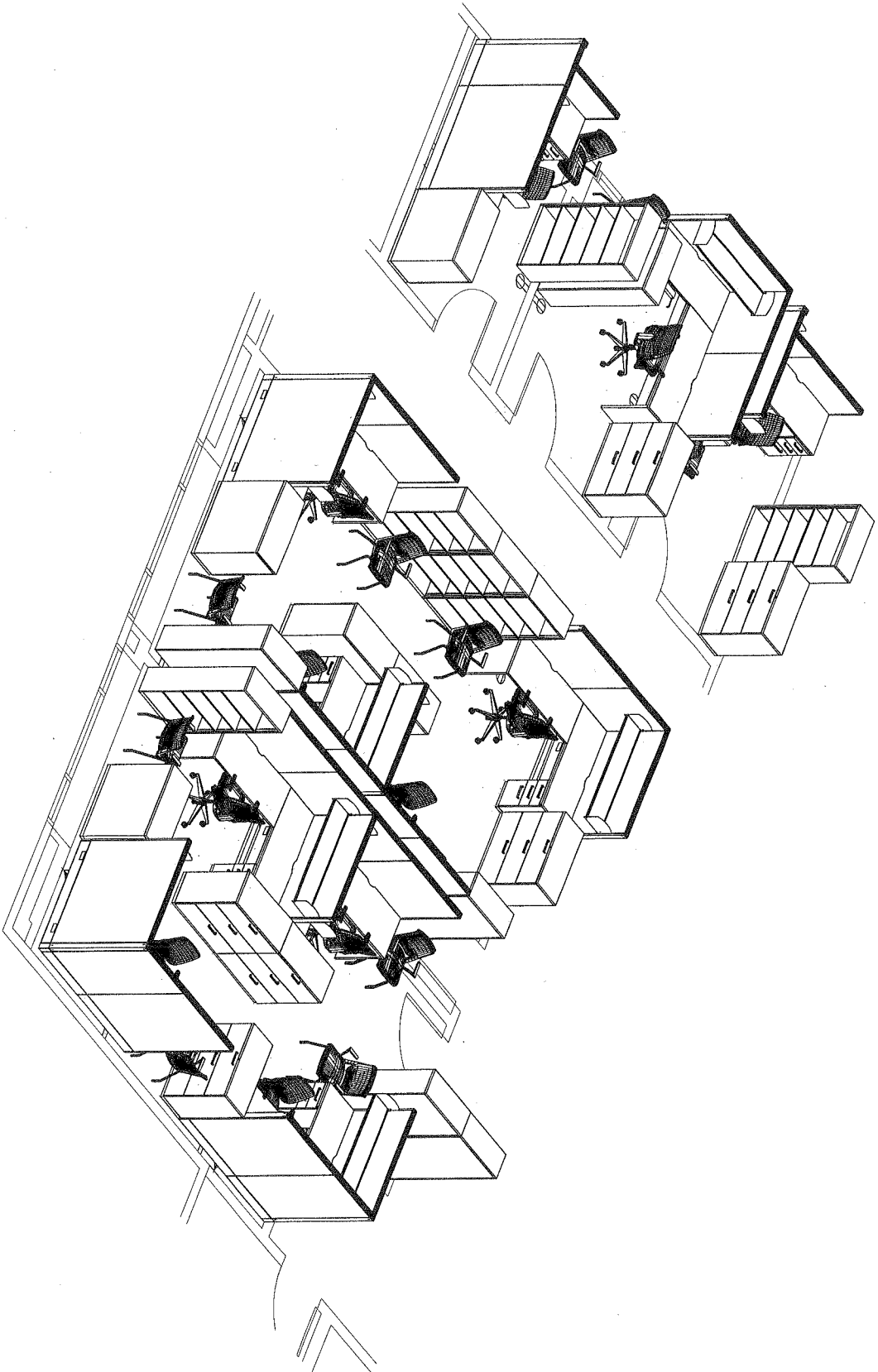
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FOLSOM LAKE COLLEGE

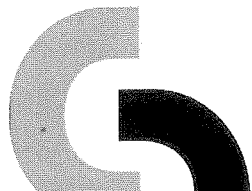
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FOLSOM LAKE COLLEGE



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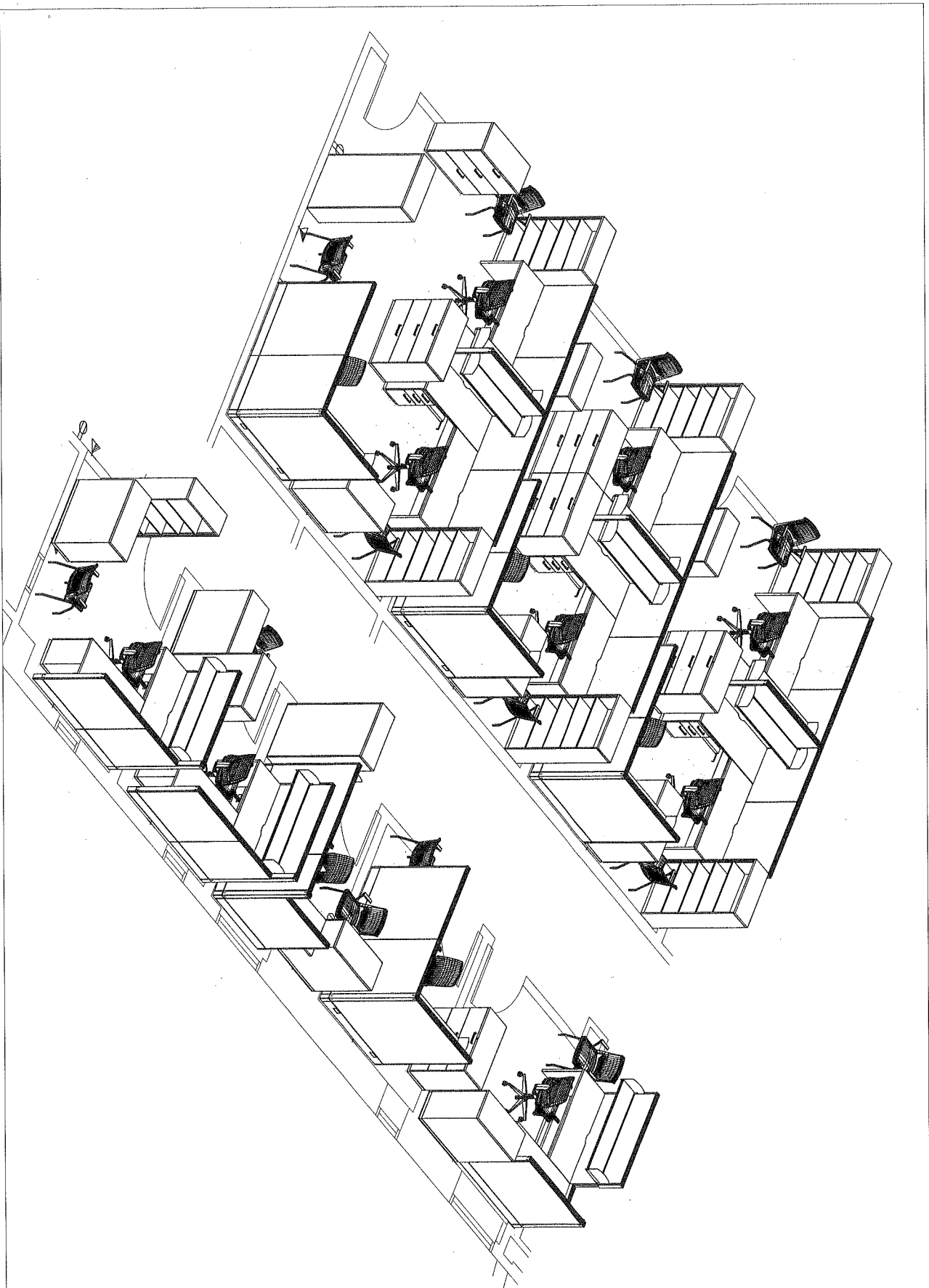
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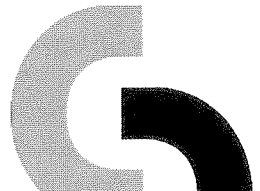
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FOLSOM LAKE COLLEGE



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ID

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ID

CHECKED BY

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FILE

POP#

TRF#

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DATE

SCALE

1/4" = 1'-0"
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

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