

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

**PURCHASE ORDER NO 0003017243
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
05/04/2017	1 - 06/02/2017	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
3005763 BURKET SHEWMAKERN	04ADMN CAFÉ	

Supplier: 0000010748
 PACIFIC MECHANICAL SERVICES INC
 2275 DALE AVE
 SACRAMENTO CA 95815

Phone: (916) 489-0333
Fax: (916) 489-0463

email: DARBY@PMSHVAC.COM

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798
 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	REACH-IN COOLER - ONE DOOR TRUE T-23 - SUPPLY, DELIVER AND INSTALL	1.00 EA	2,640.00	2,640.00	05/01/2017
2- 1	FREIGHT	1.00 EA	350.00	350.00	06/02/2017

PER QUOTE DATED 04/25/2017

PER J HARMAN - ADD LINE TWO "FREIGHT" FOR \$350.00 - NEW PO TOTAL OF \$3,194.60 - NTS

CHANGE ORDER ONLY
- do not duplicate -

Sub Total Amount	2,990.00
Sales Tax Amount	204.60
Total PO Amount	3,194.60

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.OFFC	69400	70237	041X	3,194.60	2017

0003005763HARMANJ01-MAY-2017

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

A. Sol 6/6/17

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.

Change Order Request

PO # 0003017243 Request Date: 06/02/17

College/Dept: FLC/OPER

Vendor Name PACIFIC MECHANICAL SERVICE

ADD:

DESCRIPTION: FREIGHT **QTY:** 1 **UOM:** EA

BUDGET: COPFD 6490 41 FL.VA.OFFC 69400 70237 2017 041X

Requested by: Vendor (PMS)

Approved by: Melissa Williams

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0003017243

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Date 05/04/2017	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 3005763 BURKET SHEWMAKERN		Location / Dept 04FALR CAFE

Supplier: 0000010748
 PACIFIC MECHANICAL SERVICES INC
 2275 DALE AVE
 SACRAMENTO CA 95815

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Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	REACH-IN COOLER - ONE DOOR TRUE T-23 - SUPPLY, DELIVER AND INSTALL	1.00 EA	2,640.00	2,640.00	05/01/2017

PER QUOTE DATED 04/25/2017

Sub Total Amount	2,640.00
Sales Tax Amount	204.60
Total PO Amount	2,844.60

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
COPFD	6490	41	FL.VA.OFFC	69400	70237	041X	2,844.60	2017

\ 0003005763HARMANJ01-MAY-2017

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Authorized Signature

A. S. L. 5/8/17

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 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

Supplier: PACIFIC MECHANICAL SERVICES INC 0000010748
 2275 DALE AVE
 SACRAMENTO CA 95815
 United States

Phone: (916) 489-0333 **Fax:** (916) 489-0463
email: DARBY@PMSHVAC.COM

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: COPFD OPEN	
Req ID: 0003005763	Date: 04/28/2017
Page 1	
Requisition Name: PACIFIC MECHANICAL SERVICES	
Requester Talina Burke	Bldg# CAFÉ
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: Talina 28-APR-2017	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	REACH-IN COOLER - ONE DOOR TRUE T-23 - SUPPLY, DELIVER AND INSTALL	1	EA	2,640.00	2,640.00	
ASSET DEPT: CAFÉ LOCATION: 04FALR CATEGORY: APPL 1 PROFILE: EQP:APPL						

Total Requisition Amount: 2,640.00

\$2,640.00 REACH IN COOLER (SUPPLY, DELIVER AND INSTALL)
 \$217.80 TAX
 \$2857.80 TOTAL

<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.OFFC	69400	70237	041X	2,640.00

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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PACIFIC MECHANICAL SERVICES, INC.
2275 DALE AVENUE
SACRAMENTO, CA 95815
(916) 489-0333 * FAX (916) 489-0463

April 25, 2017

**Melissa Williams
Director of Administrative Services
Folsom Lake College
10 College Parkway
FOLSOM, CA. 95630**

RE: True T-23

Dear Melissa,

Pursuant to your request we are pleased to submit the following proposal for your review and approval.

Supply, deliver and install a new True T-23 one door reach-in cooler.

Price for this unit will be \$2,640.00 for the unit. Tax is \$217.80. Delivery, disposal of old unit and freight total is \$350.00.

Thank you for the opportunity to be of service. If you have any questions, please do not hesitate to call.

Sincerely,

**Dawn Carter
PMS**

HEATING * AIR CONDITIONING * REFRIGERATION * ICE SYSTEMS
REFRIGERATED WAREHOUSES * PLANNED MAINTENANCE
COMMERCIAL * INDUSTRIAL * RESIDENTIAL



PACIFIC MECHANICAL SERVICES
 2275 DALE AVE
 SACRAMENTO, CA 95815 US

(916)489-0333
 WWW.PMSHVAC.COM

Invoice

Date	Invoice #
06/19/2017	11864
Terms	Due Date
Net 30	07/19/2017

Bill To

FOLSOM LAKE COLLEGE
 10 COLLEGE PARKWAY
 FOLSOM, CA 95630

EQUIPMENT	WORK ORDER #	PO NUMBER
TRUE REACH IN	142201	3017243

Date	Service	Description	Qty	Unit price	Amount
06/09/2017	SVC-STEVE	SERVICE REPAIR (LABOR/MATERIAL/TAX INCL)	1	3,194.60	3,194.60

PERFORMED WORK ON TRUE UNIT PER REQUEST
 SEE OUR WORK ORDER # 142201
 THANK YOU

Total	\$3,194.60
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PACIFIC MECHANICAL SERVICES, INC.
 2275 DALE AVENUE
 SACRAMENTO, CA 95815
 (916) 489-0333 FAX (916) 489-0463

- WE SPECIALIZE IN:
- HEATING
 - VENTILATING
 - AIR CONDITIONING
 - SHEET METAL
 - REFRIGERATION
 - ICE MACHINE SPECIALISTS
 - ENERGY SYSTEMS
 - SYSTEMS ENGINEERING

WORK ORDER NO. 142201

CONTRACTOR'S LICENSE NO. 499059

NAME	JOB NAME/LOCATION	EQUIPMENT	MODEL	SERIAL NUMBER
ADDRESS	Tolson Lake College	TRUE	T-23-HC	8958892
CITY	Talcoy's Roost	AIR CONDITIONING <input type="checkbox"/>	REFRIGERATION <input type="checkbox"/>	<input checked="" type="checkbox"/> Charge <input type="checkbox"/> C.O.C. <input type="checkbox"/> P.M.
	Cafeteria	<input type="checkbox"/> No Cooling	<input type="checkbox"/> Warm	<input type="checkbox"/> Warranty <input type="checkbox"/> C.B. <input type="checkbox"/> F.C.
		<input type="checkbox"/> No Heating	<input type="checkbox"/> Too Cold	<input type="checkbox"/> Estimate <input type="checkbox"/> Bid Job
		<input type="checkbox"/> Unit Won't Run	<input type="checkbox"/> Noisy	
		<input type="checkbox"/> Too Warm	<input type="checkbox"/> No Ice	OK'D By
		<input type="checkbox"/> Too Cold	<input type="checkbox"/> Drain or Drip Pan	SERVICE DATE
		<input type="checkbox"/> Other	<input type="checkbox"/> Other	6-9-17
				FOLLOW-UP NECESSARY
				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
1	TRUE REACH-IN REFRIGERATOR		
	M ^o T-23-HC		
	S# 8958892		

REPORT

Went to shop unloaded trailer then hooked up trailer to van then loaded trailer with unit drove to Tolson college uncrated unit put wheels on unit took unit up stairs set shelving up in side of unit plugged unit in took old unit down stairs per manager asked me to throw all packaging away made sure unit is jumping all is working at this time

CALIFORNIA PRELIMINARY NOTICE
 SECTION 1193(C) CALIFORNIA CODE OF CIVIL PROCEDURES REQUIRES US TO NOTIFY YOU THAT IF BILLS ARE NOT PAID IN FULL FOR LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED, OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HEREON) MAY BE SUBJECT TO MECHANICS' LIENS.

TECHNICIAN	HRS	RATE	AMOUNT
#68	3.25		
#85	1.75		

YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED HAS FURNISHED OR WILL FURNISH LABOR, SERVICES, EQUIPMENT OR MATERIALS AS DESCRIBED HEREON.

BY _____
 THE NAME AND ADDRESS OF THE PERSON WHO CONTRACTED FOR THE PURCHASE OR SUCH LABOR, SERVICES, EQUIPMENT OR MATERIAL IS:

NOTICE
 "Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

NOTICE TO OWNER
 "Under the Mechanics' 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 the 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."

THANK YOU FOR YOUR BUSINESS

WE WILL NOT BE RESPONSIBLE FOR CONTINGENT LIABILITY OR SUBSEQUENT BREAKDOWNS ON EQUIPMENT. PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE ABOVE MERCHANDISE AND SERVICE AS SATISFACTORY. FINANCE CHARGE IS 1 1/2% PER MONTH. ALL COLLECTION FEES AND ATTORNEY'S FEES INCURRED IN THE COLLECTION OF THIS BILL WILL BE BORNE BY THE BUYER.

MATERIAL TOTAL	2640	—
LABOR CHARGE	350	—
SERVICE CHARGE		—
SALES TAX	217	80
TOTAL	3194	60

Print
 X Melissa Williams
 X [Signature] 6/9/17
 SIGNATURE OF PERSON AUTHORIZING OR ACCEPTING WORK

NOTICE TO CONSTRUCTION LENDER ONLY:
 ESTIMATED TOTAL PRICE OF THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS DESCRIBED HEREON IS:

DATED _____ AT _____