

COMPLETED**Los Rios Community College District****PURCHASE ORDER NO 0001118469**

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000037369
KYA SERVICES LLC
1800 E MCFADDEN AVE
SANTA ANA CA 92705

Phone: (949) 510-4647
Fax: (714) 586-5526

email: candice@kyasurfacing.com

Date	Revision	Page
11/03/2021		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1033176 WILLIAMSM ROUILLERS	FLC	

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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	LOS RIOS-FLC/EDC-FURNITURE MOVING NET 30 FURNITURE MOVING PG. 408 - PROPOSAL# 1-2-22943	1.00 EA	6,442.32	6,442.32	11/17/2021

PAYMENT FOR INVOICE# 1-2-11818

FCCC# CB-161-18

PAID**CHECK #:** 0094821487**DATE:** 11/4/21**AMOUNT \$:** 6442.32**VOUCHER #:** 00612771

Sub Total Amount
Sales Tax Amount
Total PO Amount

6,442.32
0.00
6,442.32

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.PROJ	67700	00000	101E	6,442.32	2022

0001033176CHAVEZA02-NOV-2021

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

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

Requisition

Supplier: KYA SERVICES LLC
1800 E MCFADDEN AVE
SANTA ANA CA 92705
United States

0000037369

Phone: (949) 510-4647 **Fax:** (714) 586-5526
email: candice@kyasurfacing.com

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001033176	10/29/2021	1	
Requisition Name:			
KYA SERVICES			
Requester			
Melissa Williams			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 29-OCT-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	LOS RIOS- EDC FURNITURE MOVING	1	JOB	6,442.32	6,442.32	10/29/2021
	PLEASE SEE PROPOSAL FOR SPECS.					

6,442.32 Sub-total
0.00 Est. tax

Total Requisition Amount: 6,442.32

INVOICE # 1-2-11818

PLEASE SEE UNAUTHORIZED PURCHASE LETTER ATTACHED

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VA.PROJ	67700	00000	101E	6,442.32

Approval Signature	Approval Signature	Approval Signature
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Date: 11/1/2021

To: Purchasing Supervisor

From: Melissa Williams, Operations

re: Unauthorized Purchase

Description of purchase:

This purchase was for KYA, to move and "jack up" furniture in offices where new carpet was being installed in EDC Building B.

Why purchase was made prior to purchase order being issued:

There was confusion since FM had a PO to replace the carpet through KYA and then we were going to put a req in to have them move the furniture prior to install, because we didn't have the man power to move everything due to COVID. We thought the req was processed but apparently it wasn't. KYA had contacted us and therefore we thought it was processed.

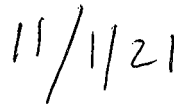
Who approved the purchase: Melissa Williams

Actions taken to mitigate future unauthorized purchase:

We will increase communication with KYA to confirm they have the PO in the future prior to them starting work.



Signature



Date

KYA Services LLC
1800 E. McFadden Ave.
Santa Ana, CA 92705

Invoice

Date	Invoice #
10/28/2021	1-2-11818

Bill To
Los Rios CCD 1919 Spanos Court Sacramento, CA 95825

Job Site
FLC El Dorado Campus 6699 Campus Dr. Placerville CA 95667 Placerville, CA 95667

P.O. Number	Terms	Project
Signed Proposal	Net 30	1-2-22943

Description	Quantity	U/M	Rate	Amount
Los Rios-FLC/EDC-Furniture Moving Furniture Moving pg. 408	102.00	HRS	63.16	6,442.32

Questions - Please call Kellie Baker at (714) 646-4380 or email at Kellie.baker@thekyagroup.com	Total	\$ 6,442.32
	Payments/Credits	\$ 0.00
	Balance Due	\$ 6,442.32



PREPARED FOR

Melissa Williams

Los Rios CCD

williams@flc.losrios.edu

08/10/2021

Proposal Number 1-2-22943

FCCC: CB-161-18

Contact

Megan Leyds
1800 E. McFadden Ave.
Santa Ana, CA
(949)245-8557

Megan.Leyds@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15
DIR #1000003379



Proposal: 1-2-22943
To: Los Rios CCD
1919 Spanos Court
Sacramento
California
95825

Date: August 10, 2021
Terms: Net 30
FCCC: CB-161-18

c/o: Los Rios CCD
RA: Megan Leyds
RA Phone: (949)245-8557
RA Email: Megan.Leyds@theKYAgroup.com
Site: FLC El Dorado Campus
Address: 6699 Campus Dr. Placerville CA 95667
95667

Site Qualifications and General Scope of Work

DIR # 1000003379

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO.
Minimum order 25 - 65 syds depending on color.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-2-22943



SCOPE OF WORK - PRICING

Los Rios-FLC/EDC-Furniture Moving
Furniture Moving pg. 408

Quantity	U/M	Price	Value
102.00	HRS	\$63.16	\$6,442.32
Total Price			\$6,442.32

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Proposal Number 1-2-22943



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

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Proposal Number 1-2-22943



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

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Proposal Number 1-2-22943



15) Force Maieure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Megan Leyds

By: (Print)

Melissa Williams

By: (Print)

Megan Leyds

Title:

Director of Admin Services

Title:

Regional Advisor

Date:

10/6/21

Date:

August 10, 2021

Initials _____

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Proposal Number 1-2-22943