

**PURCHASE AGREEMENT  
UNDER  
THE INTERLOCAL PURCHASING SYSTEM**

This Purchase Agreement ("Agreement"), under the Interlocal Purchasing System (TIPS) Contract No. 210305 for Furniture, Furnishings, and Services, is entered on September 5, 2023, by and between the Tahoe Truckee Unified School District ("District") and Add Some Class LLC ("Vendor") as follows:

RECITALS

WHEREAS the District wishes to purchase furniture for the North Tahoe Campus Modernization project, to be installed by December 31, 2023.

WHEREAS the District wishes to avail itself of the benefits and protections of the Interlocal Purchasing System ("TIPS").

WHEREAS Vendor wishes to contract to provide the District with the for Furniture, Furnishings, and Services that it needs and is willing to provide them pursuant to the Interlocal Purchasing System (TIPS) program requirements and in accordance with any other additional terms negotiated between the District and Vendor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

**TERMS AND CONDITIONS**

- 1.** Interlocal Purchasing System (TIPS) Contract.
  - 1.1. This Agreement fully incorporates by this reference The Interlocal Purchasing System (TIPS) Contract No. 210305 ("Contract"), attached hereto as **Exhibit "A"** and all of its amendments, forms, riders, and TIPS program terms and conditions.
  - 1.2. To the extent any term or condition of this Agreement is inconsistent with the TIPS Contract, the TIPS Contract shall control, except for the price, delivery, payment provisions, venue and jurisdiction, and insurance provisions in this Agreement, which shall control over all other contradictory provisions in the TIPS Contract.
- 2.** Products and Price. Vendor agrees to sell, supply, and deliver, and District agrees to purchase and install the furniture, under the TIPS Contract at the reduced negotiated prices ("Quoted Price"), as set forth on the attached **Exhibit "B"**. The vendor acknowledges and certifies that the Quoted Prices are equal to or less than the prices as accepted by the State of California Department of General Services for the identical items under the TIPS Contract.
- 3.** Payment and Delivery.
  - (i) District shall pay Vendor for the furniture and installation within forty-five (45) days of date of delivery by Vendor and date of acceptance of the furniture, installation and warranty by District, or (ii) receipt of an undisputed invoice, whichever is later.

3.2. Vendor shall deliver furniture, installation and warranty in accordance with District’s instructions. Shipping is included in the Quoted Price.

**4. Compensation.**

The furniture, furnishings, installation and warranty pricing is identified in **Exhibit “B,”** which is attached hereto and incorporated herein by reference.

The not-to-exceed compensation shall be,

**Five Hundred Fifty Thousand Two Hundred Fifty 14/100 Dollars (\$550,250.14).**

**5. Reserved.**

**6. Insurance.**

6.1. Vendor shall procure and maintain at all times it performs any portion of the services under the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence	\$ 2,000,000
<b>Workers’ Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 3,000,000

- **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, its Governing Board, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
  
- **Workers’ Compensation and Employers’ Liability Insurance.**  
 Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the services under the Agreement. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services.

- 6.2. Proof of Insurance. The Vendor shall not commence performing any portion of the services under the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - (b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - (c) An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any right of subrogation against the additional insureds.
  - (d) All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 6.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

7. Licenses. Vendor and all of its employees, agents, and contractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of products, materials, supplies, or services herein listed.
8. Claims. In the event of any demand by Vendor's contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, Vendor's contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor's contractor is not otherwise entitled, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code as a condition precedent to Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the

time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor's contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District. Statutory language from Public Contract Code sections 9204, and 20104 through 20104.6, is attached at **Attachment "1"** and incorporated herein by this reference.

**9. INDEMNIFICATION:**

- 9.1. To the furthest extent permitted by California law, Vendor contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract.
- 9.2. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Vendor shall reimburse Indemnified Parties for any expenditures, including reasonable attorney's fees and costs.
- 9.3. The District may retain so much of the moneys due the Vendor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Vendor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 9.4. The Vendor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

- 10. TERMINATION:** If Vendor fails to perform the Services and Vendor's duties to the satisfaction of the District, or if Vendor fails to fulfill in a timely and professional manner Vendor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Vendor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Vendor. The Vendor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Vendor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Vendor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Vendor. In case of a termination for convenience, Vendor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Vendor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for



cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

- 11. Contractor Registration:** Vendor's contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 12. LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 13. INDEPENDENT CONTRACTOR:** Vendor represents and warrants that Vendor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 14. PERMITS, LICENSES AND REGISTRATION:** Vendor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 15. Other Terms of Agreement.**
  - 15.1. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the TIPS Contract(s) shall be interpreted to apply to the District and all rights, duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the TIPS Contract shall apply to the District under this Agreement.
  - 15.2. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
  - 15.3. This Agreement, the attachments hereto and the documents specifically incorporated into the Agreement by reference constitute the entire agreement between the Parties. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by both Parties.
  - 15.4. Each party shall bear its own costs and attorneys' fees incurred in relation to

the drafting and negotiation of this Agreement and any proceedings connected to, arising or resulting from this Agreement.

- 15.5. This Agreement and the rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
- 15.6. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.
- 15.7. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts duly executed on behalf of all parties have been furnished and assembled. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 15.8. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

**District:**

**Vendor:**

**Tahoe Truckee Unified School District**

**Add Some Class**

11603 Donner Pass Road  
Truckee, CA 96161

4513 Satinwood Way  
Sacramento, CA  
95482

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Mrs. Kerstin Kramer  
NAME

\_\_\_\_\_  
PRINT NAME

Superintendent /Chief Learning Officer

\_\_\_\_\_

## Attachment "A"

**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant with a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted

statute, that is enacted before January 1, 2020, deletes or extends that date.

**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.


(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

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**Exhibit "A"**

**The Interlocal Purchasing System**  
 Purchasing Made Personal



Printed 2 February 2023

www.AddSomeClass.com

**Add Some Class**

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS  
 CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1110 Plum Tree Lane	NAME Charlie Martin
CITY	Penryn	PHONE (866) 839-8477
STATE	CA	FAX (866) 839-8472
ZIP	95663	EMAIL tips@tips-usa.com

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N      HUB: N**

**SERVING STATES**

CA | NV

**Overview**

*Architects Design Schools, Contractors Build them, We Add Some Class! Our business is School, Classroom and Office Furniture. Turn-Key , Project Management, Sales and Installation Services.*

**AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
210305	Furniture, Furnishings, and Services	05/31/2026	CFV

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**CONTACTS BY CONTRACTS**

**210305**

TIMOTHY J. McCRORY	Owner	(916) 663-4520	addsomeclass@ncbb.net
CLANCY McCRORY	Operations Director	(916) 622-7132	clancymccrory@gmail.com





4845 US Hwy 271 North | Pittsburg, TX 75686  
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 19, 2021

The Advocate  
C/O Legal Notices (Joy Newman)  
PO Box 588  
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE** on:

**Thursday, March 4, 2021 AND Thursday, March 11, 2021.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 210301** Academic Curriculum and Instructional/Educational Goods, Materials, and Services
- 210302** Music Instruments, Sheet Music and Repair Services
- 210303** Telephone and Communications Data Systems and Solutions
- 210304** MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services
- 210305** Furniture, Furnishings, and Services

Proposals are due and will be opened on April 16, 2021 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com), when they are available.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Fax: 866-839-8472  
www.tips-usa.com | kristie.collins@tips-usa.com

**"Connecting Members and Vendors Together"**



4845 US Hwy 271 North | Pittsburg, TX 75686  
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 19, 2021

Don Whitman  
Russell Johns Associates LLC  
1001 S Myrtle Ave. Suite 7  
Clearwater, FL 33756

Please print the following **LEGAL NOTICE** on:

**Thursday, March 4, 2021 AND Thursday, March 11, 2021.**

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4845 US Hwy 271 North | Pittsburg, TX 75686  
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 19, 2021

Pittsburg Gazette  
112 Quitman Street  
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE** on:

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Thank you,



*Kristie Collins*  
Contracts Support

Purchasing Cooperative - Region 8 Education Service Center  
4845 US Hwy 271 North - Pittsburg, TX 75686  
Ph: 866-839-8477 | Fax: 866-839-8472  
www.tips-usa.com | kristie.collins@tips-usa.com


***"Connecting Members and Vendors Together"***

# The Pittsburg Gazette

## PUBLISHER'S AFFIDAVIT

State of Texas  
(County of Camp)


Before me, the undersigned authority, on this day personally appeared **Toni Rowan**, Publisher of *The Pittsburg Gazette*, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issue(s) of *The Pittsburg Gazette* on March 4 and March 11, 2021.

Signed   
Toni Rowan

STATE OF TEXAS  
COUNTY OF CAMP

Sworn to and subscribed before me on this 11 day of March 2021, by Toni Rowan.



  
Notary Public

My commission expires: 8/7/23

Exhibit "B"



Add Some Class  
4513 Satinwood Way  
Sacramento, CA 95842  
(530) 906-5537

Quote #: 081023.001  
Date Printed: 8/29/2023  
Sales Name: Brendan O'Reilly  
Sales Phone: (530) 906-5537

**SOLD TO:**

Tahoe Truckee Unified School  
District  
11603 Donner Pass Road  
Truckee, CA 96161

**SHIP TO:**

North Tahoe High School  
2945 Polaris Rd  
Carnelian Bay, CA 96140

**INSTALLED BY:**

Add Some Class

**NOTES:**

Products are Made to Order, as such returns will not be allowed, and any restocking (if applicable), will be at customers expense.

PLEASE EMAIL PURCHASE ORDER TO:  
sales@addsomeclass.com

This Proposal affords special one-time pricing for the products and quantities listed. If any quantities are changed, prices will be subject to renegotiation. Prices proposed are only valid until the expiration date shown.

Invoice Terms: Net 30 Days





Proposal Expires 30 Days from Send Date

**MUST REFERENCE - The Interlocal Purchasing System (TIPS)**

**TIPS Contract #: 210305**







Quote #: 081023.001  
 Date Printed: 8/29/2023  
 Sales Name: Brendan O'Reilly  
 Sales Phone: (530) 906-5537

LINE	QTY	PRODUCT	List Price	Sell Price	Extended
1	288	<b>IWD4FH/29</b>  Intellect Wave 4-Leg Desk,29"H,Hard Plastic Top,Ships Assembled Book Storage Option /NB No book storage Intellect Wave Frame Color /CG Cool Grey Plastic Top Surface Color /LIT Italian Silver Ash Glide Option /NG Nylon glides Top Shape /CFT Curved front top Top Size INFO Top Size 19"x26" Carton Code Option /PLT Pallet	\$297.00	\$173.75	\$50,040.00
2	728	<b>IW418</b>  Intellect Wave 4-Leg Chair, Large Glide Option /NG Nylon glides Carton Code Option /RCK Racked Intellect Wave Frame Color /CG Cool Grey Shell Color /NFR No Fire Retardant Shell NFR /PSK Sky Blue	\$162.00	\$94.77	\$68,992.56
3	5	<b>ATBT39FLS-74P-S2R</b>  All Terrain 39" Binder Tower,Shelf/File,Lpd,74P Edge,Steel/aluminum metric (hinge right),22x20"D Base Options /4CW 4 black casters (2 locking) Unit Color /CG Cool Grey Surface Finish Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Lock Option /KS Key standard Lock Color /BLL Black Edge Color /EIT Italian Silver Ash edge	\$1,853.00	\$1,084.01	\$5,420.05
4	4	<b>RUW20E</b>  Ruckus, Single Post Pneumatic Adjustable Lectern on Casters Book Storage Option /NB No book storage Caster Option /CCC Carpet casters Surface Finish Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Edge Color /EIT Italian Silver Ash edge Frame Color /CG Cool Grey	\$1,133.00	\$662.81	\$2,651.24







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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
5	2	 <b>RCWT605436TOP-74P</b> Ruckus,60x54"Double-Faced,(12)6" and (4)3" Totes,Open,1-1/4" Laminate Top,74P Edge Laminate Color Standard KI Laminates KI Laminates /LFW FROSTY WHITE 1573-60 Edge Color /EFW Frosty White edge Power Option /NP No power Bag Hooks /NB No book bag hook Base Color /CG Cool Grey	\$3,470.00	\$2,029.95	\$4,059.90
6	8	 <b>RKT301829OPT/36T</b> Ruckus,Tote Storage,Short,2-Column unit,Open,w/ Laminate Top,30"Wx18"Dx29"H,includes (8)3" totes & (2)6"totes Storage Base /4CW 4 black casters Surface Finish Standard KI Laminates KI Laminates /LBK BLACK 1595-60 Edge Color /EBL Black edge Paint Color /CG Cool Grey	\$1,588.00	\$928.98	\$7,431.84
7	8	 <b>SUEFA4260-RNT</b> Stout,Rectangular 27-40" Adjustable Height Table,42x60",Post-Leg,1" Phenolic Resin Worksurface Phenolic Resin Top Color /RBL Black Pegboard /NPB No pegboards Paint Color /CG Cool Grey Footrest/Shelf /NFT No footrest Caster/Glides /CCC Casters Module Selection /NNN No power modules Bag Hooks /NB No book bag hook	\$3,459.00	\$2,023.52	\$16,188.16
8	8	 <b>RTEAA4260-74P</b> Ruckus,Fixed Height Activity Table 29",Rectangle (Round Corner),1-1/4"Top,74P Edge,42x60" Edge Color /EFW Frosty White edge Laminate Color Standard KI Laminates KI Laminates /LFW FROSTY WHITE 1573-60 Base Finish /CG Cool Grey Caster/Glides /CCC Casters	\$857.00	\$501.35	\$4,010.80





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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
9	7	 <b>SUEAA2460-RNT</b> Stout,Rectangular 29" Fixed Height Table,24x60",Post-Leg,1" Phenolic Resin Worksurface Phenolic Resin Top Color /RBL Black Pegboard /NPB No pegboards Paint Color /CG Cool Grey Footrest/Shelf /NFT No footrest Caster/Glides /GNY Nylon glides Module Selection /NNN No power modules Bag Hooks /NB No book bag hook	\$2,172.00	\$1,270.62	\$8,894.34
10	113	 <b>PIFR1860T-74P</b> Pirouette,Fixed Training,Rectangular,18x60",74P Edge Edge Color /EIT Italian Silver Ash edge Grommet/Power Option /NNN No grommets, power, wire management/No cutouts Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Modesty Panel /NMP No modesty panel	\$996.00	\$582.66	\$65,840.58
11	2	 <b>RCWT605436TOP-74P</b> Ruckus,60x54"Double-Faced,(12)6" and (4)3" Totes,Open,1-1/4" Laminate Top,74P Edge Laminate Color Standard KI Laminates KI Laminates /LBK BLACK 1595-60 Edge Color /EBL Black edge Power Option /NP No power Bag Hooks /NB No book bag hook Base Color /CG Cool Grey	\$3,470.00	\$2,029.95	\$4,059.90
12	34	 <b>IWCS24</b> Intellect Wave 24" High Cafe Stool,Large Polypropylene Glide Option /NG Nylon glides Intellect Wave Frame Color /CG Cool Grey Shell Color /NFR No Fire Retardant Shell NFR /PSK Sky Blue	\$412.00	\$241.02	\$8,194.68









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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
13	29	 <b>ECTRG2912BE-SY</b> CafeWay,Rectangular Tbl w/ Benches,29"Hx30"Wx12'L,Sprayed Top/Bench Edge Surface Standard Laminates      Standard      KI Laminates KI Laminates                              /LAZ              STERLING ASH 7995-38 Surface Edge color                      /ESCN              Black-Carbon edge Bench Standard Laminates          Standard      KI Laminates (CafeWay Benches) Bench Surface Finish                  /BLAZ              Sterling Ash Bench Edge color                      /BESCN              Black-Carbon bench edge Frame Color                                  /RV                  Raven	\$4,255.00	\$2,489.18	\$72,186.22
14	5	 <b>ECTRD290508PY-SY</b> CafeWay,Round Tbl w/Stools,29"Hx5'Dia,Sprayed (SY)Edge Surface Standard Laminates      Standard      KI Laminates KI Laminates                              /LAZ              STERLING ASH 7995-38 Surface Edge color                      /ESCN              Black-Carbon edge Frame Color                                  /RV                  Raven Stool color                                    /PND                  Nordic	\$3,774.00	\$2,207.79	\$11,038.95
15	1	 <b>ECTRD320506PY-SY</b> CafeWay,ADA,Round Tbl w/ Stools,32"Hx5'Dia,Sprayed(SY)Edge Surface Standard Laminates      Standard      KI Laminates KI Laminates                              /LAZ              STERLING ASH 7995-38 Surface Edge color                      /ESCN              Black-Carbon edge Frame Color                                  /RV                  Raven Stool color                                    /PND                  Nordic	\$4,160.00	\$2,433.60	\$2,433.60
16	8	 <b>SUEFA4872-RNT</b> Stout,Rectangular 27-40" Adjustable Height Table,48x72",Post-Leg,1" Phenolic Resin Worksurface Phenolic Resin Top Color          /RBL              Black Pegboard                                    /NPB              No pegboards Paint Color                                  /CG                  Cool Grey Footrest/Shelf                              /DFT              Dual footrest Caster/Glides                                /CCC              Casters Module Selection                          /NNN              No power modules Bag Hooks                                    /NB                  No book bag hook	\$4,515.00	\$2,641.28	\$21,130.24







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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
17	13	 <b>PINR3666T-74P</b> Pirouette, Nesting Training, Rectangular, 36x66", 74P Edge Edge Color /EIT Italian Silver Ash edge Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Grommet/Power Option /NNN No grommets, power, wire management/No cutouts Modesty Panel /NMP No modesty panel	\$1,676.00	\$980.46	\$12,745.98
18	3	 <b>PIFG60-74P</b> Pirouette, Guitar Pick, Fixed, 60", 29H, 74P Edge Edge Color /EIT Italian Silver Ash edge Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Grommet/Power Option /NNN No grommets, power, wire management/No cutouts Modesty Panel /NMP No modesty panel	\$1,578.00	\$923.13	\$2,769.39
19	2	 <b>PINR2472T-74P</b> Pirouette, Nesting Training, Rectangular, 24x72", 74P Edge Edge Color /EIT Italian Silver Ash edge Grommet/Power Option /NNN No grommets, power, wire management/No cutouts Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Modesty Panel /NMP No modesty panel	\$1,520.00	\$889.20	\$1,778.40
20	2	 <b>PINH48-74P</b> Pirouette, Nesting Half Round, 48", 74P Edge Edge Color /EIT Italian Silver Ash edge Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Modesty Panel /NMP No modesty panel Grommet/Power Option /NNN No grommets, power, wire management/No cutouts	\$1,223.00	\$715.46	\$1,430.92




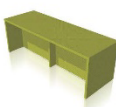


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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
21	15	 <b>LL5100</b> Limelite Task Armless Chair, Poly Seat/Back  Shell Color /NFR Compliance to TB 117-2013 Shell Color /PBL Black Armrest/Lever color /CG Cool Grey Base/Caster/Cylinder Finish /BBLT Black Textured (Matte) Black Caster/Cylinder /UCBL Black	\$536.00	\$313.56	\$4,703.40
22	7	<b>PIR.ADA.KIT</b> Pirouette,ADA Height Leg Extension  Painted Surface Finish /CG Cool Grey	\$329.00	\$192.47	\$1,347.29
23	2	 <b>RTEAB48-74P</b> Ruckus,Fixed Height Activity Table 29",Round,1-1/4"Top,74P Edge,48"  Edge Color /EIT Italian Silver Ash edge Laminate Color Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Base Finish /CG Cool Grey Caster/Glides /GNY Nylon glides	\$824.00	\$482.04	\$964.08
24	10	 <b>RUY20E</b> Ruckus,Single Post Cantilever Desk Lam. Top Adj. Pneumatic Hgt.,w/Glides,20x30"  Book Storage Option /NB No book storage Glide Option /GPL Nylon plastic glides Surface Finish Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Edge Color /EIT Italian Silver Ash edge Frame Color /CG Cool Grey	\$882.00	\$515.97	\$5,159.70
25	4	 <b>RTEAF367224-74P</b> Ruckus,Fixed Height Activity Table 29",Kidney,1-1/4"Top,74P Edge,36x72x24"  Edge Color /EIT Italian Silver Ash edge Laminate Color Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Base Finish /CG Cool Grey Caster/Glides /GNY Nylon glides	\$984.00	\$575.64	\$2,302.56









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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
26	16	 <b>RC4100H18</b> Ricochet Stool,18" One Color Poly  Seat/Base/Column Color /1PUB Ultra Blue Seat Pad/Ring Color /PGR Blue Grey	\$213.00	\$124.61	\$1,993.76
27	17	 <b>PIFR1854T-74P</b> Pirouette,Fixed Training,Rectangular,18x54",74P Edge  Edge Color /EIT Italian Silver Ash edge Grommet/Power Option /NNN No grommets, power, wire management/No cutouts Laminate Standard KI Laminates KI Laminates /LIT ITALIAN SILVER ASH 8217-38 Leg Finish /CG Cool Grey Casters/Glides /4EC 4 casters Modesty Panel /NMP No modesty panel	\$928.00	\$542.88	\$9,228.96
28	79	 <b>IWMC19U/S</b> Intellect Wave Music Chair,Large,Uphol Seat  Glide Option /NG Nylon glides Carton Code Option /CTN Cartoned Upholstery Grade/Color /NFR Compliance to TB 117-2013 Intellect Wave Upholstery NFR GRD1 Fabric Grade 1 G1 Fabric 1AUPHAVENU1 1A AVENUE 1A AVENUE /1AJE JET Intellect Wave Frame Color /CG Cool Grey Shell Color -NFR No Fire Retardant Shell NFR /PSK Sky Blue	\$296.00	\$173.16	\$13,679.64
29	2	 <b>SEGH42120L/NC</b> Serenade Gathering Table,Non-contrast Laminate,42x120"W,42"H  Modesty Panel /ST Stringer/half modesty panel Grommet/Power Option /NNN No grommets or power Laminate Color Additional Additional laminates Additional Laminates /LW WILSONART - 2 week additional lead time WILSONART - 2 week additional le. /798238 BUKA BARK - FINE VELVET TEXTURE Footrest /NFT No footrest	\$8,290.00	\$4,849.65	\$9,699.30



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LINE	QTY	PRODUCT	List Price	Sell Price	Extended
30	16	 <b>SMFLV11890</b> Flavors; Stool-Fixed height, A shell, 28H  Shell Finish Smith System Plastic Frame Finish Smith System Chrome ** OPTIONS ** Glides	\$225.00	\$131.63	\$2,106.08
		SSPLASTIC NAVY *SHELL:Smith System Plastic BALTIC SSCHROME CHR *FRAME:Smith System Chrome CHROME GLIDES *OPT:Glides NYLGLD Standard Nylon Base Glide			
31	10	 <b>SMFLV11851</b> Flavors; Noodle chair, A shell, 18H  Shell Finish Smith System Plastic Frame Finish Smith System Chrome ** OPTIONS ** Glides	\$275.00	\$178.75	\$1,787.50
		SSPLASTIC NAVY *SHELL:Smith System Plastic BALTIC SSCHROME CHR *FRAME:Smith System Chrome CHROME GLIDES *OPT:Glides NYLGLD Standard Nylon Base Glide			
32	6	 <b>DT-80A</b> Draftsman Two-Station Drawing Table	\$4,915.00	\$2,025.40	\$12,152.40
33	2	 <b>333-3630M</b> Perspective Portfolio Storage Cabinet	\$3,558.00	\$1,466.40	\$2,932.80
34	1	 <b>SB-4P</b> Access Wall Storage Bench	\$7,120.00	\$2,934.10	\$2,934.10
35	1	 <b>354-4830M</b> Perspective Flat Paper Storage Cabinet	\$6,098.00	\$2,512.90	\$2,512.90



**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT: **NT Campus Modernization** Project between the Tahoe-Truckee Unified School District ("District") and **Add Some Class** ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT: **NT Campus Modernization** Project between the Tahoe-Truckee Unified School District ("District") and **Add Some Class LLC** ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- Establishing a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace.
  - The person's or organization's policy of maintaining a drug-free workplace.
  - The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

---



I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT: **NT Campus Modernization** Project between the Tahoe-Truckee Unified School District ("District") and **Add Some Class LLC** ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

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**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT: **NT Campus Modernization** Project between the Tahoe-Truckee Unified School District ("District") and **Add Some Class LLC** ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

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**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of **Add Some Class LLC** the party making the foregoing bid.  
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

\_\_\_\_\_

**CRIMINAL BACKGROUND INVESTIGATION  
/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.
- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

\_\_\_\_\_

**A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or**

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

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