

MASTER BLANKET PURCHASE ORDER
AGREEMENT FOR AS NEEDED MODULAR FURNITURE AND RELATED
PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of April 1, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Ibex Enterprises, Inc. Doing Business (DBA) Resource Design Interiors (RDI), a California corporation (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County intends for this Agreement to be available to the various entities governed by the County Board of Supervisors, including the Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District. Such entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Contractor acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed modular furniture systems designer and installer, experienced in the provision of modular furniture and related services; and

WHEREAS, in the judgment of the Purchasing Agent, it is necessary and desirable to employ the services of Contractor for the provision of modular furniture, and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform services and provide goods and incidentals as described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and on such terms as may be

stated in any Task Orders issued under this Agreement and otherwise in compliance with all terms and conditions herein. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control. All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Contractor shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including service rates in Exhibit "C," attached hereto and incorporated herein by this reference (hereinafter "Rate sheet"). If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested goods and services pursuant to and incorporating all terms and conditions of this Agreement and in accordance with a signed Task Order Exhibit "D" (or equivalent) attached hereto and incorporated herein by this reference (hereinafter "Task Order"), corresponding to the request. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote. No amount of services or task orders are guaranteed. Nothing herein grants Contractor any exclusive right to provide any goods or services, and County reserves all right and discretion to obtain any and all services from other providers.

- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
 - b. [INTENTIONALLY OMITTED]
 - c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
2. Payment. 2.1 For all services and costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the rate sheet set forth in Exhibit C. Rates are all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel.
- 2.2 Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 2.3 Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.
- 2.4 Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the

duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from the Effective Date to March 31, 2026, with a County option to extend for four (4) additional one-year periods unless terminated earlier in accordance with the provisions of Article 4 below. Unless notified prior to any such period, this Agreement shall automatically extend for each optional extension period

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall pick up any Contractor provide bins, or containers provided to the County at no additional cost to the County, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit "B," which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time as specified in the corresponding Task Order, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the

Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions

as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Prevailing Wages. For all work constituting "public work" under the California Labor Code and applicable regulations, Contractor agrees:

10.1

A. Contractor may not be awarded any Task Order containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with the DIR must be maintained throughout the scope term of the Task Order, including any subsequent amendments. Contractor shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the County's Purchasing Division, located at 400 Aviation Dr., Suite 100, Santa Rosa, CA 95403. These

wage rates are made a specific part of this Agreement by reference pursuant to Labor Code § 1773.2 and will be applicable to work performed at a construction project site. Work under this Agreement is subject to compliance monitoring and enforcement by the DIR.

B. Payroll Records.

1. Each Contractor and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) The information contained in the payroll record is true and correct' and (b) The employer has complied with the requirements of Labor Code § 1771, § 1811, and § 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Contractor under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County at all reasonable hours at the principal office of Contractor. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows: (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request; (b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor; (c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to County by both email and regular mail on the business day following receipt of the request.

3. Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor or

subcontractor performing the work shall not be marked or obliterated.

5. Contractor shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. Contractor or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event Contractor or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by County from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

C. When prevailing wage rates apply, Contractor is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by County.

C. Penalty.

1. Contractor and any of its subcontractors shall comply with Labor Code § 1774 and § 1775. Pursuant to Labor Code § 1775, Contractor and any subcontractor shall forfeit to County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by Contractor or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Contractor or subcontractor had knowledge of the obligations under the Labor Code. Contractor is responsible for paying the appropriate rate, including any escalations that take place during the term of this Agreement.

3. In addition to the penalty and pursuant to Labor Code § 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements: (a) The Agreement executed between the Contractor and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815; (b) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor; (c) Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; (d) Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code § 1813.
5. Pursuant to Labor Code § 1775, County shall notify Contractor on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If County determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.
- D. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to County, twenty-five dollars (\$25) for each worker employed by Contractor or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§ 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in § 1815.

E. Employment of Apprentices.

1. Where either a Task Order under this Agreement or any subcontract exceeds thirty thousand dollars (\$30,000), Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices

Contractor and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractor and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Contractor is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Purchasing Division
400 Aviation Blvd.
Suite 100
Santa Rosa CA. 95403

TO: CONTRACTOR:

Resource Design Interiors
350 Brannan Street
San Francisco, CA 94107

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: Resource Design Interiors

COUNTY: COUNTY OF SONOMA

By: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

Name: _____

By: _____
Department Head or Designee

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Purchasing Agent

Date: _____

EXHIBIT A: General Scope of Work and Modular Furniture Service Project Requirements

1. Project Overview:

- 1.1 The standard scope of all county projects is to design and install modular furniture in the designated area(s) as per the client's requirements.
- 1.2 The installation will be carried out by a professional team of appropriately licensed and skilled technicians, ensuring quality workmanship and adherence to safety standards in compliance with all Federal, State and Local laws.

2. Pre-Installation:

- 2.1 Conduct a site visit to assess the designated area(s) and evaluate the feasibility of installation.
- 2.2 Review the client's specifications and design plans to ensure accurate installation.
- 2.3 Coordinate with the client to finalize the installation schedule.

3. Preparation:

- 3.1 Ensure that the designated area(s) are clear and ready for installation, including the removal of any existing furniture or obstacles.
- 3.2 Verify that all modular furniture components, accessories, and necessary tools are available and in good condition prior to installation.

4. Installation Process:

- 4.1 Assemble and install modular furniture according to the manufacturer's instructions and design plans.
- 4.2 Ensure proper alignment, stability, and functionality of each furniture unit.
- 4.3 Securely attach modular units to walls, floors, or other designated surfaces, as required.
- 4.4 Install any additional accessories, such as shelves, drawers, or lighting fixtures, as specified by the client.

5. Quality Assurance:

- 5.1 Conduct regular inspections throughout the installation process to ensure compliance with design plans and quality standards.
- 5.2 Rectify any issues or deficiencies promptly and effectively.
- 5.3 Verify that all installed furniture meets safety regulations and is free from defects.

6. Post-Installation:

- 6.1 Clean the installation area(s) and remove any debris or packaging materials resulting from the installation process.
- 6.2 Conduct a final walkthrough with the client to ensure their satisfaction with the completed installation.
- 6.3 Provide the client with any necessary instructions or maintenance guidelines for the modular furniture.

Exhibit B Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
- b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e.** Required Evidence of Insurance:
 - i.** Subrogation waiver endorsement; and
 - ii.** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- c. Insurance shall be continued for one (1) year after completion of the Work.
 - d. County of Sonoma, Sonoma County Water Agency and Water Districts, Agriculture and Open Space District, Community Development Commission and their officers and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
 - h. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
 - a. The Certificate of Insurance must include the following reference: County of Sonoma BPO# QB250074.
 - b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma 400 Aviation Boulevard, Santa Rosa, Ca. 95403.
 - d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.
6. Policy Obligations
Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
7. Material Breach
If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit C Pricing- RDI Services and Fees

RDI Services & Fee

RDI will provide the following services (collectively, the "Services") on an as needed basis for projects that are primarily services for example, reconfigurations, decommissions, and inventory of existing furniture:

Technical Design/CAD Services

- \$90 Hour
- Description of "Technical design/CAD" Services:
 - Space and planning
 - Development of furniture typicals
 - Provide furniture/building interface details (J-box locations/wall backing details, etc.)
 - Visualization / Renderings
 - Field verification
 - Building background drawings for furniture planning
 - Electrical coordination drawings
 - Detailed installation drawings /typical close-up
 - As built drawings
 - Archive of project drawings
 - Inventory and re-use planning
 - Finish selection

Detailed Furniture Specifications

- \$90 Hour
- Description of "Furniture Specifications" Service:
 - Detailed order ready electronic specifications (MillerKnoll Requirement)

Project Management

- \$110 Hour
- Description of "Project Management" Service:
 - Logistics coordination for large projects
 - Attend project meetings
 - Work with project team stakeholders including contractor, electricians and other trades.
 - Ensure coordination of building/furniture
 - Product resource to project team - electrical system, backing requirements
 - On-site installation management
 - Building coordination /insurance documentation, access, and site requirements, etc.

Installation Partner Rates – PREVAILING WAGE

- \$134 Hourly Rate, Monday – Friday, 6am-5pm. (Normal Business Hours)
- \$201 Hourly Rate, (After Hours, Weekends)
- \$32 Hourly Rate for Box Truck only
- Receive, Inspect, Delivery and Installation Service:
 - Systems Furniture
 - Ancillary Furniture
 - Wall Mounted Equipment
 - Lab Casework
- Additional Services:
 - Reconfigure of existing workstations
 - Product Inventory
 - Customization of existing worksurfaces and re-edge banding.
 - Product Warehousing

Exhibit D- Sample Task Order



County Master BPO Agreement #: QB

Contractor Quote Number:

Master Blanket Purchase Order Agreement - Order

Reference is made to the following Master Blanket Purchase Order ("BPO") Agreement ("Contract") between the County of Sonoma ("County") and the below-named contractor/supplier ("Contractor").

Contractor shall perform the services, tasks, and/or work described below ("Work"), within the times or by the dates provided for herein. By executing this Order, the parties agree to be bound by all terms and conditions of that certain County of Sonoma BPO #QB as though such Contract was entered into by and between the County and Contractor for the Work. County of Sonoma BPO #QB and all terms and conditions set forth therein are hereby incorporated into this Order for the benefit of the County, who is hereby granted the same rights, privileges and obligations granted to the County of Sonoma under such Contract.




Prior to commencement of the Work hereunder, Contractor agrees to provide evidence of insurance as required by the Contract for the benefit of County, which insurance shall name County as an additional insured.

PROJECT/TASK NAME:		LOCATION:	
DEPARTMENT/AGENCY LEAD: All invoices and formal notices shall be sent Attention of stated Lead and named Department			
Project Lead Name:	Dept./Agency:	Email:	Phone:
CONTRACTOR:			
Company Name:	Lead Contact:	Email:	Phone:
Key Personnel (if applicable):		Email:	
Authorized Subcontractors (if applicable) (Subcontractors must also provide insurance as referenced above):			
SCOPE OF WORK AND RATES/PRICE:			
Work/Project-Specific Requirements:			
Deliverables:			

Timeframe: Start Date(s):	End Date(s) (or) Ongoing Until Notified by County:	Reports:

Rates/Price/Compensation: ☐ Per Contract ☐ Prevailing Wage Rates
☐ See Attached Scope/Quote/Estimate for Applicable Terms and Conditions
☐ Other:

In the event of any conflict between any attachment and this Order, the provisions of this Order shall control. In the event of any conflict between this Order and the Contract (Master Blanket Purchase Order Agreement), the Contract shall control.

SUPPLIER / CONTRACTOR:	DEPT / AGENCY:
BY:  SUPPLIER/CONTRACTOR SIGNATURE	BY:  PROJECT LEAD SIGNATURE
BY: PRINT NAME	 DATE
 DATE	BY:  AUTHORIZED SIGNATURE
	 DATE