

## **DRAFT Agreement for As-Needed Electronic Security Device Installation, Repair, and Maintenance Services**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Sonoma Water” or “Owner”) and **Acme Security Center, Inc. dba Rinkor Technology Solutions**, a California corporation (“Service Provider” or “Contractor”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 7.1.

### **RECITALS**

- A. Service Provider represents that it is a duly qualified electronic security device installation firm, experienced in security device installation, maintenance, and repair and related services.
- B. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone (“Zones”).
- C. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with District(s). References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District(s).
- D. To comply with the America’s Water Infrastructure Act’s Risk and Resilience Assessment, the installation and replacement of electronic security devices throughout Sonoma Water infrastructure is required.
- E. Under this Agreement, Service Provider will install, replace, maintain, and repair electronic security devices and related services as-needed by Sonoma Water.

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

### **AGREEMENT**

#### **1. RECITALS**

- 1.1. The above recitals are true and correct and are incorporated herein.

**2. LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
  - a. Exhibit A: Agreement Memorandum.
  - b. Exhibit B: Scope of Work.
  - c. Exhibit C: Schedule of Costs.
  - d. Exhibit D: Insurance Requirements.
  - e. Exhibit E: Payment Bond Form.
  - f. Exhibit F: Performance Bond Form.

**3. SONOMA WATER’S REQUEST FOR SERVICES**

- 3.1. *Initiation Conference:* Sonoma Water’s Agreement Administrator, Steven Hancock, will initiate requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Service Provider will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).
- 3.2. *Agreement Memorandum:* Sonoma Water will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A and will be executed by both parties prior to commencement of work.
- 3.3. *Amount of Work:* Sonoma Water does not guarantee a minimum or maximum amount of work. However, under no circumstances shall the amount of work (including materials) under any single Agreement Memorandum exceed \$55,000 unless approved by Sonoma Water’s County Counsel.

**4. SCOPE OF SERVICES**

- 4.1. *Service Provider’s Specified Services:* Service Provider shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 11 (Prosecution of Work). Service Provider shall provide necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.
- 4.2. *Contact Information:*

<b>Sonoma Water</b>	<b>Service Provider</b>
Project Manager: Corey Jahn 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-494-7276 Email: <a href="mailto:Corey.Jahn@scwa.ca.gov">Corey.Jahn@scwa.ca.gov</a>	Contact: Jason Herrington 2600 Mendocino Avenue, #4C Santa Rosa, California 95403 Phone: 707-546-2514 Email: <a href="mailto:jason@rinkor.com">jason@rinkor.com</a>

<b>Sonoma Water</b>	<b>Service Provider</b>
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

- 4.3. *Cooperation with Sonoma Water:* Service Provider shall coordinate the work with the Project Manager named in the Agreement Memorandum.
- 4.4. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider’s work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Service Provider’s work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 8 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 4.5. *Assigned Personnel:*
- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
  - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
  - c. Key personnel shall be as listed in the applicable Agreement Memorandum.
  - d. In the event that any of Service Provider’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider’s control, Service

Provider shall be responsible for timely provision of adequately qualified replacements.

## 5. **SAFETY**

- 5.1. *Site Safety Officer:* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Sonoma Water's Project Manager. Both SSOs shall be employees of Service Provider. SSOs shall discuss hazards known by Sonoma Water's Project Manager prior to commencement of work.
- 5.2. *Safety Orders:* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 5.3. *Safety Program:* Prior to starting any work at a site, submit a Safety Program. The Safety Program shall comply with all applicable federal, state, and local regulation codes, rules, law and ordinances. It is essential that Service Provider and each subconsultant implement an effective and vigorous Safety and Health Program to cover their respective portions of work. Subject to Service Provider's overall responsibility for project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the work rests with Service Provider and each individual subconsultant.
- 5.4. *Safety Program Components: Injury and Illness Prevention Program (IIPP):* IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §3203), and the California Labor Code (§6401.7).

## 6. **PAYMENT**

- 6.1. *Total Costs:*
  - a. Total costs under this Agreement shall not exceed \$300,000.
  - b. The amount of work (including materials) under any single Agreement Memorandum shall not exceed \$55,000, unless approved by Sonoma Water's County Counsel.
- 6.2. *Method of Payment:* Service Provider shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 6.3. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
  - a. Service Provider name.
  - b. Agreement title and TW 23/24-125.

- c. Sonoma Water's Project-Activity Code as listed in the applicable Agreement Memorandum.
  - d. Task performed with an itemized description of services rendered by date.
  - e. Time in quarter hours devoted to the task.
  - f. Hourly rate or rates of the persons performing the task.
  - g. Summary of work performed by subconsultants, as described in Paragraph 17.4.
  - h. List of reimbursable materials and expenses.
  - i. Copies of receipts for reimbursable materials and expenses.
- 6.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 6.5. Taxes Withheld by Sonoma Water:
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider 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.
  - b. If Service Provider does not qualify, as described in Paragraph 6.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 6.5.a, then Sonoma Water 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, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 18 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

6.1. *Funding:*

a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2024/2025	\$100,000
2025/2026	\$100,000
2026/2027	\$100,000

b. Availability of Funding:

- i. Funding is available for Fiscal Year 2024/2025.
- ii. Sonoma Water’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water’s Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water’s Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water’s Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 8 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

**7. TERM OF AGREEMENT**

7.1. Term of Agreement:

- a. This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6.1, or until June 30, 2027, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination).
- b. Sonoma County Water Agency’s General Manager shall have the ability to extend the term of this Agreement for two additional years by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Service Provider.

**8. TERMINATION**

- 8.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.
- 8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.
- 8.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider 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, Sonoma Water may immediately terminate this

Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

- 8.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 14.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 8.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Service Provider 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 Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 8.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider.

## **9. INDEMNIFICATION**

- 9.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their 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 Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees'

performance or obligations under this Agreement. Service Provider's obligations under this Article 9 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District shall have the right to select their legal counsel at Service Provider's expense, subject to Service Provider'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 Service Provider or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**10. INSURANCE**

10.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

**11. PROSECUTION OF WORK**

11.1. Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required within each Agreement Memorandum, 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 Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

11.2. When work is requested of Service Provider by Sonoma Water, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

**12. EXTRA OR CHANGED WORK**

12.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel



are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider 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 Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider 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 Sonoma Water.

### **13. CONTENT ONLINE ACCESSIBILITY**

- 13.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 13.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 13.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 13.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Service Provider. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
  - b. Terminate this Agreement pursuant to the provisions of Article 8 (Termination); and/or
  - c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 13.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

#### **14. REPRESENTATIONS OF SERVICE PROVIDER**

- 14.1. *Status of Service Provider:* The parties intend that Service Provider, 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. Service Provider is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 8 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 14.2. *No Suspension or Debarment:* Service Provider 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. Service Provider 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 Service Provider becomes debarred, Service Provider has the obligation to inform Sonoma Water.
- 14.3. *Taxes:* Service Provider 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. Service Provider agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 14.4. *Records Maintenance:* Service Provider 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 Sonoma Water for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 14.5. *Conflict of Interest:* Service Provider 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. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 14.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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, Service Provider expressly acknowledges and agrees that this Agreement is 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.
- 14.7. *Nondiscrimination:* Service Provider 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, Sonoma 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.
- 14.8. *AIDS Discrimination:* Service Provider 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.
- 14.9. *Assignment of Rights:* Service Provider assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all work, now or later prepared by Service

Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider'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 Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Service Provider 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 Sonoma Water.

- 14.10. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Sonoma Water. Service Provider shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of Service Provider and Service Provider's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 14.11. *Authority:* The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Service Provider.
- 14.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Service Provider may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Service Provider, Service Provider and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Service Provider shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Service Provider is required to respond to the request. Upon termination of this Agreement, Service Provider shall return Confidential Information in its possession, including copies, to Sonoma Water. Service Provider's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 14.10. Service Provider agrees not to disclose or discuss any information gathered, discovered, or generated in any

way through this Agreement without the express written permission of Sonoma Water.

- 14.13. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 14.13 shall mean any applicable Sanitation Zone, as described in Recital B of this Agreement. To the extent any work under this Agreement relates to Zone activities, Service Provider shall be paid exclusively from Zone funds. Service Provider agrees that Service Provider shall make no claim for compensation for Service Provider’s services against other funds available to Sonoma County Water Agency and Service Provider expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Service Provider acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.
- 14.14. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider’s services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

## **15. PREVAILING WAGES**

- 15.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 15.2. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g., electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code § 1771.4(a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing

wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

- 15.3. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 15.4. *Compliance with Law:* Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

## **16. DEMAND FOR ASSURANCE**

- 16.1. 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 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 8 (Termination).

## **17. ASSIGNMENT AND DELEGATION**

- 17.1. *Consent:* 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.
- 17.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no

subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

- 17.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 17.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 17.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 17.2:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Sonoma Water approval of subconsultant.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 9 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 17.4. *Summary of Subconsultants' Work:* Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 6.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

**18. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 18.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 4.2.
- 18.2. *Receipt:* 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission 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 Article 18.

## 19. **MISCELLANEOUS PROVISIONS**

- 19.1. *No Bottled Water:* In accordance with Sonoma Water Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 19.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 19.3. *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. Service Provider and Sonoma Water 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. Service Provider and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 19.4. *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.
- 19.5. *No Third-Party Beneficiaries:* Except as provided in Article 9 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 19.6. *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 in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 19.7. *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.
- 19.8. *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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking,



whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 19.9. *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.
- 19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 19.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

**20. BONDS**

- 20.1. If the work described an Agreement Memorandum (Exhibit A) involves repairs or other work that is a public project pursuant to California Public Contract Code §22002(c) and involves an expenditure in excess of twenty-five thousand dollars (\$25,000), Service Provider must file Exhibit E (Payment Bond Form) and Exhibit F (Performance Bond Form) with and approved by Sonoma Water prior to the performance of the work, in accordance with Civil Code section 9550.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 23/24-125

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 9/30/24 crt

**Sonoma County Water Agency**

**Acme Security Center, Inc. dba Rinkor  
Technology Solutions, a California  
corporation**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
December 3, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

DIR Registration #: 1000046238

# Exhibit A

Agreement Memorandum No. \_\_\_\_\_

TW 23/24-125

## 1. **SERVICES**

1.1. Service Provider shall perform the services as outlined in Exhibit B (Scope of Work) of the Agreement and as modified below, if applicable, within the times or by the dates provided for herein. The amount of work (including materials) under this Agreement Memorandum shall not exceed \$55,000 unless approved by Sonoma Water's County Counsel.

## 2. **LIQUIDATED DAMAGES**

2.1. *Applicability:* Liquidated damages apply when bonds are required per Article 20 (Bonds) of this Agreement.

2.2. Liquidated Damage Amounts:

a. As liquidated damages for delay, Contractor shall pay Owner \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) for each day that expires after the time specified herein for Contractor to achieve substantial completion of the entire work, until achieved.

b. As liquidated damages for delay, Contractor shall pay Owner \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) for each day that expires after the time specified herein for Contractor to achieve final completion of the entire work, until achieved.

2.3. *Scope of Liquidated Damages:* Measures of liquidated damages listed in Paragraphs 2.1a and 2.1b above shall apply cumulatively.

2.4. Limitations and Stipulations:

a. Time is of the essence. Execution of this Agreement Memorandum by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Agreement administration expenses (such as Project management and consultant expenses) in the amount fixed in this Agreement Memorandum for each and every day during which completion of work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

b. Contractor and Owner agree that because of the nature of the work, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the work, it would be impracticable or extremely difficult to fix the actual damages.

- c. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (e.g., delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

**3. SCOPE OF WORK UNDER THIS AGREEMENT MEMORANDUM**

A. Date of Initiation Conference:	
B. Project Manager Name:	
C. Project Manager Phone:	
D. Project Manager E-mail:	
E. Project Name:	
F. Project Location:	
G. Project-Activity Code:	
H. Schedule for receipt of work product(s): Draft Due, if applicable: Final Due, if applicable:	
I. Not-to-exceed amount for this Agreement Memorandum:	
J. List of key personnel or authorized subcontractors, if applicable:	
K. Modifications to Exhibit B (Scope of Work), additional requirements, or attach additional sheet:	

Comply with provisions of Paragraph 19.11 (Counterpart; Electronic Signatures) if applicable.

Acme Security Center, Inc. dba Rinkor  
Technology Solutions

By: \_\_\_\_\_

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

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

Sonoma County Water Agency

---Choose one--- County Sanitation District

By: \_\_\_\_\_

Finance Budget-Check (occurs prior to  
executing Agreement Memorandum)

Reviewed and approved (Required if over  
\$55,000):

By: \_\_\_\_\_

Deputy County Counsel

Reviewed by Project Manager:

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven Hancock, Agreement Administrator

Sonoma Water copies to:

Accounting ([AP.Agreements@scwa.ca.gov](mailto:AP.Agreements@scwa.ca.gov))

Records ([Records@scwa.ca.gov](mailto:Records@scwa.ca.gov))

Joan Hultberg

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

# **Exhibit B**

## **Scope of Work**

### **1. TASKS**

- 1.1. Requested services may include, but are not limited to, the following:
  - a. Installation, replacement, maintenance, calibration, troubleshooting, or repair of electronic security products including cameras, access controls, intercoms, public address (PA) systems, or intrusion alarms.
  - b. Provide equipment, parts, or materials needed for work described in Paragraph 1.1.a above including conduit, cat6 cabling, Wi-Fi/cellular routers, or any other related equipment or materials needed.
  - c. Other related services as requested by Sonoma Water.

### **2. DELIVERABLES**

- 2.1. Review and Acceptance of Deliverables
  - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable Agreement Memorandum. Sonoma Water will return the draft deliverable to Service Provider with comments or approval in writing.
  - b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
  - c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable in the applicable Agreement Memorandum.
- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 13 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 23/24-125 on first page or cover of each deliverable.

## Exhibit C

### Schedule of Costs

<b>PERSONNEL</b>	
<b>PREVAILING WAGES</b>	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Miscellaneous materials including, but not limited to, nuts, bolts, screws, strap ties, and similar	At cost.

## Exhibit D

### Insurance Requirements

Service Provider shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Sonoma Water. Any requirement for Service Provider to maintain insurance after completion of the Work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve Service Provider 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. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Service Provider 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 Sonoma Water.
  - e. Required Evidence of Insurance:
    - i. Subrogation waiver endorsement and
    - ii. Certificate of Insurance
  - f. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. 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 Service



Provider maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Water.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

### 1.3. 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 Service Provider currently owns no autos, Service Provider 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.
- 1.4. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.5. Documentation
- a. The Certificate of Insurance must include the following reference:  
TW 23/24-125.
  - b. Service Provider shall submit all required Evidence of Insurance prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Sonoma Water as specified in Sections 1.1, 1.2, or 1.3 above for the required period of insurance.
  - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
  - d. Service Provider 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. Service Provider 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, Service Provider shall provide certified copies of required insurance policies within thirty (30) days.
- 1.6. Policy Obligations
- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.7. Material Breach
- a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Service Provider, Sonoma Water may deduct from sums due to Service Provider any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.

# Exhibit E

## Payment Bond Form

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_

\_\_\_\_\_ [one hundred percent of the applicable Agreement Memorandum Sum], and is entered into by and between the parties listed below to ensure the payment of claimants under the Agreement listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1.1 through 1.13, attached to this page. Any singular reference to Acme Security Center, Inc. dba Rinkor Technology Solutions ("Service Provider" or "Contractor");

\_\_\_\_\_ [insert name of Surety] ("Surety"); Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District ("Owner"); or other party shall be considered plural where applicable.

Acme Security Center, Inc. dba Rinkor  
Technology Solutions

Surety:

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

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

Address: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agreement Name: Agreement for As-Needed Electronic Security Device Installation, Maintenance, and Repair Services

TW Number: 23/24-125

at Sonoma County, California

Signed \_\_\_\_\_, 20\_\_\_\_, in the Amount of \$ \_\_\_\_\_ (the "Penal Sum").

CONTRACTOR AS PRINCIPAL Company:  
(Corp. Seal)

SURITY Company: (Corp. Seal)

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## **1. BOND TERMS AND CONDITIONS**

- 1.1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Agreement, which is incorporated herein by reference.
- 1.2. With respect to Owner, this obligation shall be null and void if Contractor:
  - a. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - b. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Agreement, provided Owner has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
- 1.3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors fail to pay any of the persons named in section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
- 1.4. Consistent with the California Mechanic's Lien Law, Civil Code section 8000, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
- 1.5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
- 1.6. Amounts due Contractor under the Agreement shall be applied first to satisfy claims, if any, under any Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
- 1.7. Owner shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 1.8. Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

Surety further hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the work to be performed thereunder, or materials or equipment to be furnished thereunder or the scope(s) of work accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the scope(s) of work or any other changes.

- 1.9. Suit against Surety on this Bond may be brought by any Claimant or its assigns at any time after the Claimant has furnished the last of the labor or materials or both, but, per Civil Code section 9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code section 9356.
- 1.10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Article 18, Method and Place of Giving Notice, Submitting Bills, and Making Payments, of the Agreement. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
- 1.11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code sections 9550, 9554, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 1.12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 1.13. Definitions.
  - a. Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials, or equipment for use in the performance of the Agreement, as further defined in California Civil Code section 9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Agreement, architectural, and engineering services required for performance of the work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code section 9554(b).
  - b. Agreement: The agreement between Owner and Contractor identified on the signature page of this Bond, including the Agreement or Agreement Memoranda and changes thereto.

- c. Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Agreement, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Agreement.

# Exhibit F

## Performance Bond Form

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_

\_\_\_\_\_ [one hundred percent of the applicable Agreement Memorandum Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Agreement listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1.1 through 1.12, attached to this page. Any singular reference to Acme Security Center, Inc. dba Rinkor Technology Solutions ("Service Provider" or "Contractor");

\_\_\_\_\_ [insert name of Surety] ("Surety"); Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District ("Owner"); or other party shall be considered plural where applicable.

Acme Security Center, Inc. dba Rinkor  
Technology Solutions

Surety:

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

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

Address: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agreement Name: Agreement for As-Needed Electronic Security Device Installation, Maintenance, and Repair Services

TW Number: 23/24-125

at Sonoma County, California

Signed \_\_\_\_\_, 20\_\_\_\_, in the Amount of \$ \_\_\_\_\_ (the "Penal Sum").

CONTRACTOR AS PRINCIPAL Company:  
(Corp. Seal)

SURITY Company: (Corp. Seal)

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## **1. BOND TERMS AND CONDITIONS**

- 1.1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Agreement, which is incorporated herein by reference.
- 1.2. If Contractor completely and properly performs all of its obligations under the Agreement, Surety and Contractor shall have no obligation under this Bond.
- 1.3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - a. Owner has declared a Contractor Default under the Agreement pursuant to the terms of the Agreement; and
  - b. Owner has agreed to pay the Balance of the Applicable Agreement Memorandum Amount:
    - i. To Surety in accordance with the terms of this Bond and the Agreement; or
    - ii. To a contractor selected to perform the Agreement in accordance with the terms of this Bond and the Agreement.
- 1.4. When Owner has satisfied the conditions of Paragraph 1.3, above, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
  - a. Arrange for Contractor, with consent of Owner, to perform and complete the Agreement (but Owner may withhold consent, entirely within its discretion, in which case the Surety must elect an option described in Paragraphs 1.4.b, 1.4.c, or 1.4.d, below); or
  - b. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; provided that Surety may not select Contractor as its agent or independent contractor without Owner's consent; or
  - c. Undertake to perform and complete the Agreement by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Agreement and, upon determination by Owner of the lowest responsive and responsible bidder, arrange for an agreement to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds attached to this Agreement; and, if Surety's obligations defined in Paragraph 1.6, below, exceed the Balance of the Applicable Agreement Memorandum Amount, then Surety shall pay to Owner the amount of such excess upon Owner's demand; or
  - d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, tender the full penal sum of the bond.
- 1.5. If Surety does not proceed as provided in Paragraph 1.4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Agreement, including without limitation, and by way of example only,



- rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
- 1.6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Applicable Agreement Memorandum Amount. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Agreement. Surety's obligations shall include, but are not limited to:
    - a. The responsibilities of Contractor under the Agreement for completion of the Agreement and correction of Defective Work;
    - b. The responsibilities of Contractor under the Agreement to pay liquidated damages, and for damages for which no liquidated damages are specified in the Applicable Agreement Memorandum, actual damages caused by non-performance of the Applicable Agreement Memorandum including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
    - c. Additional legal, design professional, and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 1.4, above (but excluding attorney's fees incurred to enforce this Bond).
  - 1.7. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
  - 1.8. Surety hereby waives notice of any change, alteration or addition, to the Agreement or to related subcontracts, purchase orders, and other obligations, including changes of time. Surety consents to all terms of the Agreement, including provisions on changes to the Agreement. No extension of time, change, alteration, modification, deletion, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
  - 1.9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Agreement, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the work is located. Communications from Owner to Surety under Paragraph 1.3.a of this Bond shall be deemed to include the necessary agreements under Paragraph 1.3.b of this Bond unless expressly stated otherwise.
  - 1.10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Article 18, Method and Place of Giving Notice, Submitting Bills, and Making Payments, of the Agreement. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
  - 1.11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

1.12. Definitions.

- a. Balance of the Applicable Agreement Memorandum Amount: The total amount payable by Owner to Contractor pursuant to the terms of the Agreement after all proper adjustments have been made under the Agreement, for example, increases/decreases for approved modifications to the Agreement.
- b. Agreement: The agreement between Owner and Contractor identified on the signature page of this Bond, including all amendments and amended agreements.
- c. Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Paragraph 8.3 of this Agreement.
- d. Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor payments due under the Agreement or to perform other material terms of the Agreement, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Agreement.