PARTICIPATING ADDENDUM
for
Roofing Supplies and Services, Waterproofing, and Related Products

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: Garland/DBS Inc. (Omnia Contract No. PW1925)

This Participating Addendum ("Agreement") is made and entered into as of October 7, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Garland/DBS, Inc., a Delaware corporation ("Contractor"), whose principal place of business is located at 3800 East 91st Street, Cleveland, OH 44105. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor entered into a cooperative purchasing contract with Racine County, Wisconsin, following a competitive solicitation, identified as Contract No. PW1925 and all amendments thereto (collectively, the "Master Contract"). The Master Contract is made available to public agencies nationally through the OMNIA Partners cooperative purchasing alliance. Under the Master Contract, the Contractor sells roofing supplies, waterproofing supplies, and related products and services, as more particularly described in the Master Contract. The term of the Master Contract has been extended through October 14, 2029.

Whereas, the Master Contract is made available to public agencies nationally through the OMNIA Partners cooperative purchasing Program. The Master Contract acknowledges that a participating agency may contract with the Contractor under a participating addendum that incorporates the Master Contract's terms and makes any necessary modifications to those terms to meet legal requirements that apply to the participating agency.

Whereas, the County has determined that entering into this Agreement to participate in the Master Contract is in the interests of the County. The County requires the use of this Agreement in order to purchase roofing and waterproofing supplies and ancillary services, such as delivery services, from the Contractor under the pricing and terms of the Master Contract, as may be modified herein. However, the County is not intending and will not use this Agreement to contract for any services relating to roofing or waterproofing services.

Whereas, Contractor may rely on third-parties, such as suppliers and distributors, (each, an "Affiliated Entity," and, collectively, "Affiliated Entities") to satisfy Contractor's obligations under this Agreement, provided that Contract is responsible for ensuring their compliance with this Agreement.

Agreement

NOW, THEREFORE, the County and the Contractor agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 14, 2029, unless it is sooner terminated. The expiration date of this Agreement is the same date the Master Contract expires. If the Master Contract is amended to extend its expiration date beyond October 14, 2029, the Parties may agree to amend this Agreement by the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until this Agreement expires or is terminated.

2. Payment Limit. The County's total payments to the Contractor and Affiliated Entities under this Agreement shall not exceed $10,000,000 ("Payment Limit"). If the County issues any purchase orders under this Agreement, the total of all purchase orders issued under this Agreement shall not exceed the Payment Limit. Notwithstanding anything to the contrary herein or in the Master Contract, nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.

3. No Public Work/No Public Project. The Contractor and Affiliated Entities shall not perform any work or service under this Agreement that would qualify as a public work under the California Public Contract Code, or that would require the payment of prevailing wages under the California Labor Code, including but not limited to installation, waterproofing, and roofing work. **Purchases under this Agreement shall be limited to supplies and ancillary services, such as delivery services.** .

4. Incorporation of the Master Contract; Interpretation. The Master Contract is incorporated herein by reference. The Contractor shall sell products and supplies to the County on the same terms, and based on the same pricing, as set forth in the Master Contract. The County will make purchases under this Agreement using standard County purchase order forms. The County will refer to this Agreement in any purchase order issued under this Agreement. The terms of the Master Contract shall prevail over any conflicting term in a purchase order and shall govern the Parties' obligations.

5. Insurance. Within 10 days following the Effective Date and within 10 days after any policy renewal, the Contractor shall furnish to the County one or more certificates of insurance establishing that the Contractor maintains the policies of insurance required by the Master Contract. Contractor's certificates of insurance shall list **"Contra Costa County, its officers, employees, and agents"** as additional insureds under such policies. Said certificates of insurance also must document that the Contractor's insurers waive subrogation rights against the County for losses paid under the insurance policies required by this Agreement.

6. Indemnification. Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives from and against any claims or causes of action, costs, expenses, damages, liabilities, and attorney's fees (collectively, "Liabilities") resulting from or arising out of the performance hereunder of the Contractor, its officers, employees, agents, sub-suppliers or sub-contractors, or anyone directly or indirectly employed by the Contractor, or any person or persons under the Contractor's direction and control, including but not limited to Affiliated Entities, provided such Liabilities are due or claimed to be due to the acts or omissions of the Contractor or any of its officers, employees, agents, sub-suppliers or sub-contractors, Affiliated Entities or anyone directly or indirectly employed by the Contractor, or any person or persons under the Contractor's direction and control. The County will provide the Contractor with prompt notice of any such claim or action to permit the Contractor to defend any claim or action, and that the County will cooperate fully in such defense. The County retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld. Notwithstanding anything to the contrary herein, the Contractor shall not be obligated to indemnify the County from any Liabilities that arise from the sole negligence or sole willful misconduct of the County. This

Section shall survive and remain enforceable following the expiration or termination of this Agreement.

7. Governing Law; Interpretation. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties and the subject matter of the litigation. The interpretation of this Agreement, the Master Contract, and any purchase order issued under this Agreement for the acquisition of goods shall be subject to the following order of precedence: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.

8. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

9. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein. Nothing in this Agreement shall be construed as conferring any rights upon any third parties or any person other than the County and the Contractor.

10. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the parties.

11. Termination. Notwithstanding anything to the contrary in the Master Contract, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in paragraph 13 (Notices).

12. Performance. The Contractor affirms that there are no encumbrances or obstacles that will prohibit its performance pursuant to the terms of this Agreement. The Contractor shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract, as modified by this Agreement.

13. Notices. Notices to the Parties shall be provided to:

Contractor

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Attn: Jordan Trimble
Telephone: (937) 689-7100
Email:

County

Contra Costa County – Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending party, or sent by First Class certified (return receipt required) U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class certified (return receipt required) U.S. Mail with postage prepaid. Either Party's designated representative may change the Party's address listed above by providing written notice to the other Party in accordance with this section.

14. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding anything to the contrary in the Master Contract, this Agreement may not be assigned by either Party without the express written permission of the other Party, which shall be within that Party's sole discretion to provide.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date first written above.

Participating Entity: **Contra Costa County**	Contractor: **Garland/DBS, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name: Jordan Trimble
Title: Procurement Services Manager	Title: Director of Strategic Operations
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____
Stephen M. Siptroth
Assistant County Counsel

Attachments:

Exhibit A – Master Contract (Racine County/OMNIA Contract No. PW1925)