

PARTICIPATING ADDENDUM
for
Safety and Traffic Management Equipment with Related Products

Participating Entity:
CONTRA COSTA COUNTY

Contractor: ATS Traffic, Ltd.

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 ATS Traffic, Ltd. (“Contractor”) whose principal place of business is 9015 14 Street NW, Edmonton, Alberta, Canada T6P0C9. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, the Contractor sells safety and traffic management equipment with related products under a cooperative purchasing agreement, identified as Contract No. 042225-ATST (“Master Contract”), awarded by Sourcewell, a State of Minnesota public agency (“Sourcewell”), following a competitive solicitation.

Whereas, the Master Contract is made available to public agencies nationally for participation. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County, a political subdivision of the State of California.

Whereas, in the event the Contractor relies on any dealers, distributors, resellers, or other third parties (collectively, “Affiliated Entities,” and each an “Affiliated Entity”) to satisfy any of Contractor’s obligations hereunder, this Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on June 27, 2029, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term by up to three additional years beyond January 31, 2029, one year at a time, provided that the term of the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first.
2. Payment Limit. The County’s total payments to Contractor and Affiliated Entities under this Agreement shall not exceed \$3,000,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. This Agreement is not exclusive, and the County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If the County issues Contractor or Affiliated Entities purchase orders to make purchases

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under this Agreement, the County will be responsible for ensuring that the total of all purchase orders issued under this Agreement does not exceed the Payment Limit. Each purchase order issued under this Agreement will incorporate the terms of this Agreement by reference.

3. Changes to the Master Contract. The Master Contract is attached hereto as Exhibit A and is incorporated in and made a part of this Agreement, except to the extent modified by this Agreement. For purposes of this Agreement only, certain terms of the Master Contract are hereby amended, as follows, to satisfy requirements that apply to the County as a California public agency, and to reflect the County as the contracting party under this Agreement:
 - a. Each reference in the Master Contract to “Participating Entity” and “Participating Entities” shall mean and include Contra Costa County.
 - b. Notwithstanding Article 3, Section 2 (Shipping, Delivery, etc.) of the Master Contract, all shipping, delivery, inspection, acceptance, rejection and other relevant terms shall be governed by terms of purchase orders issued by the County, a copy of which is attached hereto as Exhibit B. Each purchase order issued under this Agreement will incorporate this Agreement by reference.
4. Audit. Notwithstanding anything to the contrary in the Master Contract, the County reserves the right to review books, records, documents, and accounting procedures and practices of the Contractor relevant to the County’s purchases and payments during the term of this Agreement and for three (3) years following its expiration or termination. Following a request for such materials by the County or its auditor, the Contractor shall provide the County and its auditor copies of all requested materials within 30 days at the address designated by the County or its auditor. The requirements of this Section shall survive and remain enforceable for a period of three (3) years following the expiration or termination of this Agreement.
5. Public Records. The County is a California public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 7920.000, et seq.) and the County’s Better Government Ordinance (Contra Costa County Ordinance Code, Division 25), discovery requests, subpoenas, and court orders. Notwithstanding anything to the contrary in the Master Contract, this Agreement and all materials produced for or provided to the County under this Agreement will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or if the County determines the materials are responsive to a discovery request, subpoena, or court order.
6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives from and against any and all claims, causes of action, liabilities, demands, costs, expenses, fees, attorney’s fees, and attorney’s fee awards (collectively, “Liabilities”) arising from the negligence of willful misconduct of the Contractor, its employees, agents, representatives, suppliers, or distributors in connection with the performance of this Agreement. Provided, however, that the Contractor shall have no obligation to indemnify the County from any Liabilities that arise from the sole negligence or willful

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misconduct of the County. The requirements of this Section 6 shall survive the termination or expiration of this Agreement.

7. Insurance. The Contractor shall satisfy the same insurance requirements included in Article 2, Section 22 (Insurance Coverage) of the Master Contract. The Contractor shall provide the County copies of the certificates of insurance required Article 2, Section 22 (Insurance Coverage) evidencing that “Contra Costa County, its officers, employees, and agents” are named as additional insureds, and that the policies of insurance are primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. As between the County and the Contractor, the Contractor shall satisfy the same waiver of subrogation requirements that apply as between the Contractor and Sourcewell under the Master Contract.
8. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement, the order of precedence for interpreting the Parties’ obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.
9. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 60 days’ advance written notice to the other Party.
10. Registration with California Secretary of State; Governing Law.
 - a. The Contractor and each Affiliated Entity selling products to the County under this Agreement shall be registered with, or within 60 days after the Effective Date shall register with, the California Secretary of State. At all times during the term of this Agreement, the Contractor and each Affiliated Entity selling products to the County under this Agreement shall maintain an agent for service of process in California.
 - b. 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 conflict of law principles. Contractor expressly agrees that any litigation to enforce or interpret this Agreement shall be filed and prosecuted in the Superior Court of the State of California in and for the County of Contra Costa, or the Federal District Court for the Northern District of California.
11. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither Party will function as or represent it to be the other Party or its agent, and no officer, employee, or agent of one Party shall hold themselves 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; and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other person or entity other than the County and Contractor.

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12. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
13. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all local, State of California, and federal laws and regulations, including all State of California wage and hour laws. Nothing in this Agreement authorizes Contractor to perform, and Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all requirements of the California Department of Industrial Relations.
14. Notices. Notices to the Parties shall be provided to:

Contractor:

Doug Sibert
Director, Strategy and Operations
9015 14 Street NW
Edmonton, Alberta, Canada T6P0C9
Phone: (253) 531-9782
Email: doung@advancedgovernmentservices.com

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

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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 mail return receipt required, U.S. Mail, with postage prepaid 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 mail, return receipt required, U.S. Mail with postage prepaid. A Party may change its contact listed above by giving written notice to the other Party in any manner authorized by this Section at least five (5) days before the change becomes effective.

15. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. 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.
16. Counterparts. This Agreement may be executed in counterparts, which, taken together, shall constitute one and the same instrument. A copy of a manual signature shall be as effective as an original signature. If this Agreement is executed using digital signatures, the digital signature technology shall meet the requirements of the California Secretary of State.

[Remainder of page left blank; signatures on next page(s).]

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

Participating Entity: Contra Costa County	Contractor: ATS Traffic Ltd.
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Exhibits:

Exhibit A Master Contract

Exhibit B Contra Costa County Purchase Order Terms and Conditions