

**PARTICIPATING ADDENDUM**  
**for**  
**Furniture, Installation, and Related Services**

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Participating Entity:  
**CONTRA COSTA COUNTY**

Contractor: Allsteel LLC (Contract #R240102)

This Participating Addendum ("Agreement") is made and entered into as of September 9, 2025, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Allsteel LLC, an Illinois limited liability company, ("Contractor") whose principal place of business is 600 E. Second St., Muscatine, IA 52761. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor offers furniture, installation, and related services under a cooperative purchasing contract, Contract No. R240102 ("Master Contract"), awarded by Region 4 Education Service Center, a Texas public agency, after a competitive bid process, and made available to public agencies nationally. (The Master Contract includes all materials and exhibits attached thereto, including but not necessarily limited to Region 4 ESC's Request for Proposals and Contractor's response to said request for proposals.)

Whereas, the County has determined that entering into a Participating Addendum to participate in the Master Contract under the OMNIA Partners cooperative purchasing program will provide 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 as a California public agency.

Whereas, in the event the Contractor relies on any dealers, distributors, 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 runs concurrently with the Master Agreement, unless terminated sooner as provided in this Agreement.
2. Payment Limit. The County's total payments to the Contractor and any Affiliated Entities under this Agreement shall not exceed \$5,000,000 ("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. If the County issues any purchase orders to make purchases under this Agreement, the County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.
3. Changes to Master Contract. For the purposes of this Agreement between the County and the Contractor, the terms of the Master Contract are incorporated in, and made a part of, this

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---

Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:

- a. Parties. Each reference to "Region 4 ESC" in the Master Contract is replaced with "Contra Costa County."
  - b. Audit Rights. The third sentence in Section 18 (Audit Rights) of the Master Contract is deleted and replaced with the following:

"The audit right shall survive for three years following termination or expiration of this Contract."
  - c. Indemnity. Section 30 (Indemnity) of the Master Contract is deleted in its entirety and replaced with new Section 30, to read:

"30. Indemnity. The Contractor shall indemnify, defend, and hold harmless Contra Costa County, its officers, employees, agents, and representatives (collectively, "County Parties") from and against all claims, demands, damages, losses, expenses, judgments, costs, penalties fees, including attorney's fees and attorney's fee awards, (collectively, "Liabilities") to the extent caused by the negligent actions or willful misconduct of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or Affiliated Entities, or any Affiliated Entity's officers, employees, agents, or representatives, while performing services under this Contract. Nothing herein requires the Contractor to indemnify any County Parties from the proportion of any Liabilities that arises from the negligence or willful misconduct of the County. This section shall survive the termination or expiration of this Contract."
  - d. For clarification, the County's purchase of products and services are based upon the discounts, list prices, service rates, available products and services, and terms and conditions set forth in the Master Contract. The discounts, list prices, service rates, products and services, and terms and conditions of the Master Contract may be amended, revised, or renewed from time to time pursuant to the terms of the Master Contract, and all such amendments, revisions, and renewals are incorporated by reference herein without need to formally amend this Agreement.
4. 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.

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5. Governing Law and 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. During the term of this Agreement, the Contractor shall ensure that it and its Affiliated Entities, if any, remain registered in good standing with the California Secretary of State and maintain an agent for service of process in California. The interpretation of this Agreement, the Master Contract, and any purchase order issued under this Agreement for the acquisition of goods or services 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.
6. No Joint Venture. 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.
7. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the Parties.
8. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement at any time upon sixty (60) days' advance written notice to the other Party at the other Party's address specified in paragraph 10 (Notices).
9. 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 Affiliated Entities, such as dealers, distributors, or subcontractors, perform in accordance with this Agreement.
10. Notices. Notices to the Parties shall be provided to:

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Contractor

For orders: Allsteel LLC  
600 East 2<sup>nd</sup> Street  
Muscatine, IA 52761  
Attn: Order Entry  
Email: asigovtsif@allsteeloffice.com

For all others: Cindy Hermann  
600 East 2<sup>nd</sup> Street  
Muscatine, IA 52761  
Phone: (563) 316-9655  
Email: allsteelgovcontracts@allsteeloffice.com

County

Contra Costa County – Purchasing Services  
40 Muir Road, 2<sup>nd</sup> 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 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 (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.

11. 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 State of California wage and hour laws to the extent they are applicable to the work Contractor performs. 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 or Contractor's Affiliated Entity 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 applicable requirements of the California Department of Industrial Relations.

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12. 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:<br><b>Contra Costa County</b> | Contractor:<br><b>Allsteel LLC</b> |
| Signature:  | Signature:                         |
| Name:   | Name:<br>Eric Schroeder            |
| Title:  | Title:<br>Vice President, Finance  |
|   | Signature:                         |
|   | Name:                              |
|   | Title:                             |

Approved as to form:

Thomas L. Geiger, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth  
Assistant County Counsel

Attachments:

Exhibit A – Master Contract

