

PARTICIPATING ADDENDUM
for
Janitorial Supplies and Equipment under OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: HD Supply Facilities Maintenance, LTD.

This Participating Addendum (this “Agreement”) is made and entered into as of November 1, 2025 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and HD Supply Facilities Maintenance, LTD, a Florida limited partnership (which is registered in Florida under the name “HD SUPPLY FACILITIES MAINTENANCE, LTD,” and formerly known as “The Home Depot PRO”) (hereinafter referred to as “Contractor”), whose principal place of business is 3400 Cumberland Blvd., Atlanta, GA 30339. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, Contractor offers goods and janitorial supplies under that “Purchasing Agreement,” dated April 24, 2019, (Contract No. 2020002299) awarded after a competitive process in response to Request for Proposals No. “RFP-UC”, for janitorial supplies and equipment issued by the University of California (“Master Contract”) and made available to public agencies nationally by OMNIA Public Purchasing Alliance (“OMNIA”).

Whereas, the Master Contract has been amended, and each reference to “Master Contract” in this Agreement includes any amendments to the Master Contract occurring before the Effective Date, as well as the request for proposals and Contractor’s response to the request for proposals incorporated therein.

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program 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.

Whereas, the Master Contract and the attachments thereto indicate that the Contractor may rely on one or more suppliers, subsidiaries, distributors, or affiliated entities (collectively, “Affiliated Entities” and each an “Affiliated Entity”), to satisfy Contractor’s obligations. 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 shall be coterminous with the Master Contract, unless sooner terminated. Either Party may terminate this Agreement with or without cause upon sixty (60) calendar days’ advance written notice to the other Party.
2. Payment Limit. The County’s total payments to Contractor under this Agreement shall not exceed \$5,000,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. If the County issues

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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, the terms of the Master Contract are incorporated in, and made a part of, this Agreement as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as follows:
 - a. Parties. Each reference to “University of California” and “UC” in the Master Contract shall mean “Contra Costa County” and “County,” respectively.
 - b. Indemnity and Insurance. The Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees from and against third-party claims under this Agreement to the same extent that the Contractor is required to indemnify the University of California, its officers, and employees from and against third-party claims under the Master Contract. The Contractor shall maintain the policies of insurance set forth in Exhibit A - Insurance attached hereto and made a part hereof (“Exhibit A”). The Contractor shall cause “Contra Costa County, its officers, and employees” to be included, by blanket or scheduled endorsement, as additional insureds under Contractor’s commercial general liability and business automobile liability policies of insurance, and under any other policies identified in Exhibit A.
4. Performance. The Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.
5. Interpretation. The terms of this Agreement shall govern any purchase order issued under this Agreement. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement to Contractor or any Affiliated Entity (defined below), the order of precedence for interpreting the Parties’ obligations shall be: first, the purchase order; second, this Agreement; and third, the Master Contract. No terms or conditions attached to or made a part of any purchase order provided by County shall be binding upon Contractor, and no action by Contractor, including, but not limited to, the fulfillment of such purchase order or Contractor signing such purchase order shall be construed as binding Contractor with respect to such terms and conditions.
6. 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, or if the County issues a purchase order to an Affiliated Entity identifying the purchase is made pursuant to 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. “Affiliated Entity” shall mean any person or entity controlling, controlled by, or under common control with a Party or any of its subsidiaries or parent entities.

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7. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon sixty (60) calendar days' advance written notice to the other Party.
8. Governing Law. 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; and 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 to and the subject matter of the litigation.
9. 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.
10. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the parties.
11. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall use commercially reasonable efforts to ensure compliance 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 the Contractor to perform, and the 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 applicable requirements of the California Department of Industrial Relations.
12. 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 not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign its rights and obligations hereunder to an Affiliated Entity.
13. Notices. Notices to the Parties shall be provided to:

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Contractor:

HD Supply Facilities Maintenance, LTD
3400 Cumberland Blvd, SE
Atlanta, GA 30339
Attn: Rebecka Newell
Telephone: 1/856-425-5286
Email: _REBECCA.NEWELL@hdsupply.com

County:

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

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver 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, or by email. A notice given in accordance with this section shall be effective upon receipt.

14. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE GREATER OF (1) THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S), or (2) THE APPLICABLE INSURANCE POLICY MINIMUM LIMIT SET FORTH IN EXHIBIT A. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY FOR THIRD-PARTY CLAIMS THAT ARE SUBJECT TO CONTRACTOR'S INDEMNITY OBLIGATIONS PURSUANT TO 3(b) OF THIS AGREEMENT.
15. Counterparts. This Agreement may be executed in counterparts that, when taken together, constitute one and the same instrument.

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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: HD Supply Facilities Maintenance, LTD, By HD Supply Management, LLC, a Florida limited liability company, its general partner
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract

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Exhibit A – Insurance

Contractor, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless County specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Contractor drives on County premises or transports County employees, officers, or invitees in the course of supplying the Goods and/or Services to County.)
- C. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- D. If applicable, Contractor Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Contractor will endorse such policy to include a "The County of Sacramento" or "Joint Payee Coverage" endorsement. County and, if so requested, County's officers, employees, and sub-suppliers will be listed as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- E. Additional other insurance in such amounts as may be reasonably required by County against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. Contractor will provide County with prior written notice of cancellation, in accordance with state guidelines, and will promptly obtain replacement coverage that complies with this Exhibit.
- F. The coverages referred to under A and B of this Exhibit must include County, its officers, and employees as additional insured, by blanket or scheduled endorsement. It is understood that the coverage and limits referred to under A, B and C of this Exhibit will not in any way limit Contractor's liability. Contractor will furnish THE COUNTY with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
1. Indicate that the County, its officers, and employees have been endorsed as an additional insured, by blanket or scheduled endorsement, for the coverage referred to under A and B

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of this Exhibit. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Contractor, its officers, or employees.

2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.