

PARTICIPATING ADDENDUM
for
Electrical, Lighting, Data Communications, and Security Products, and Related Products

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Graybar Electric Company, Inc.

This Participating Addendum (“Agreement”) is made and entered into as of February 1, 2026 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Graybar Electric Company, Inc., a New York corporation, (“Contractor”) whose principal place of business is 34 N. Meramec Avenue, Clayton, MO 63105. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, the Contractor sells electrical, lighting, data communications, and security products, and related products, under a cooperative purchasing contract awarded by the City of Kansas City, Missouri, Contract No. EV2370 (“Master Contract”), following a competitive solicitation. The Master Contract includes all “Contract Documents” attached thereto, identified in Section 1 of the Master Contract.

Whereas, the Master Contract is made available to public agencies nationally for participation through the OMNIA Partners cooperative purchasing program. 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.

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 January 31, 2029, unless sooner terminated as provided herein. 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 under this Agreement shall not exceed \$2,500,000 (“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 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. Master Contract. The Master Contract is incorporated in and made a part of this Agreement as though fully set forth herein, except to the extent the Master Contract is modified by this Section 3, as follows:

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- a. For purposes of this Agreement, each reference to “CITY” in the Master Contract shall mean the “County;” each reference to CITY’s “Manager of Procurement Services” shall mean County’s “Purchasing Agent, or designee;” and each reference to the City’s Auditor shall mean the County’s Auditor, whether internal or external.
- b. For purposes of this Agreement, Section 3(c) (Services or Work Orders for both Products and Services) of the Master Contract is deleted and of no force or effect. Notwithstanding anything to the contrary in the Master Contract, the County shall not purchase, and the Contractor shall not perform, any services under this Agreement, excepting only services incidental to the purchase of products and goods, such as delivery services.
- c. For purposes of this Agreement, Section 8 (Governing Law) of the Master Contract is deleted and of no force or effect.
- d. For purposes of this Agreement, Section 14 (Affirmative Action) of the Master Contract is deleted and of no force or effect.
- e. For purposes of this Agreement, Section 15 (Tax Compliance) of the Master Contract is deleted and of no force or effect.
- f. For purposes of this Agreement, Section 16 (Buy American Preference) of the Master Contract is deleted and of no force or effect.
- g. For purposes of this Agreement, Section 17 (Notices) of the Master Contract is deleted and of no force or effect.
- h. For purposes of this Agreement, the reference to “Missouri law” in Section 20 (Insurance), subsection (a)(2), of the Master Contract is deleted and replaced with “California law.”
- i. For purposes of this Agreement, Section 26 (Minority and Women’s Business Enterprises) of the Master Contract is deleted and of no force or effect.
- j. For purposes of this Agreement, Section 40 (Performance and Maintenance Bond and Payment Bond) of the Master Contract is deleted and of no force or effect.
- k. For purposes of this Agreement, Section 41 (Prevailing Wage) of the Master Contract is deleted and of no force or effect.
- l. For purposes of this Agreement, Section 42 (Workforce) of the Master Contract is deleted and of no force or effect.

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4. Audits. 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. Registration with California Secretary of State. At all times during the term of this Agreement, the Contractor shall remain, satisfying Contractor's obligations under this Agreement to remain, in good standing with the California Secretary of State.
7. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued to Contractor under this Agreement to Contractor or any Affiliated Entity, 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 and agreed to by Contractor.
8. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 30 days' advance written notice to the other Party.
9. 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.
10. 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 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

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conferring any rights upon any third parties or any other person or entity other than the County and Contractor.

11. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
12. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all applicable 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 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.
13. Notices. Notices to the Parties shall be provided to:

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Contractor:

Gray Bar Electric Company, Inc.
11505 Dublin Blvd. # 1
Dublin, CA 94568
Telephone: (909) 451-4004
Contact: Najam Chohan, Director Finance
Email: najam.chohan@graybar.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

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.

14. 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.

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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: Graybar Electric Company, Inc.
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

Attachment:
Master Contract