

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRO) Supplies, Parts, Equipment, and Materials under
OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: W.W. Grainger, Inc.

This Participating Addendum ("Agreement") is made and entered into as of January 1, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and W.W. Grainger, Inc., an Illinois corporation ("Grainger"), whose principal place of business is 100 Grainger Parkway, Lake Forest, IL 60045. The County and Grainger are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, Grainger offer maintenance repair and operations supplies, parts, materials, and equipment under Contract #240078-01, awarded by the City of Tucson, Arizona, ("Master Contract") and made available to public agencies nationally by OMNIA Public Purchasing Alliance ("OMNIA"), after a competitive solicitation process.

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, a California public agency.

Agreement

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

1. Term. The term of this Agreement begins on the Effective Date, and it expires on December 31, 2027, unless sooner terminated as provided herein. Consistent with Special Condition G.5 (Term and Renewal) of the Master Contract, the County and Grainger may mutually agree to extend the term of this Agreement by up to two additional one-year periods, or portion thereof, beyond December 31, 2027, one one-year period or portion thereof at a time, provided that the Master Contract is extended by 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, Grainger shall help the County select a replacement cooperative contract to continue to perform under this Agreement until the term of this Agreement, or extension thereof, expires, or until this Agreement is terminated.
2. Payment Limit. The County's total payments to Grainger 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.
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, except for those terms of the Master Contract that are modified by this Agreement, as follows:

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- a. **Parties.** For purposes of this Agreement, each reference to “City of Tucson,” and “City” in the Master Contract is deleted and replaced with “Contra Costa County” and “County,” respectively. Each reference to “Business Services Director” in the Master Contract is hereby deleted and replaced with “Purchasing Agent,” as applicable to the County as a participating member of the Master Contract. Each reference to “Contractor” in the Master Contract shall mean “Grainger.”
- b. **Insurance.** Notwithstanding anything to the contrary in the Master Contract, for purposes of this Agreement Grainger shall provide, and shall cause any subcontractor to provide, the County the same certificates of insurance, and shall satisfy the same insurance requirements, listed in Special Conditions H.1. through H.12 (Insurance Requirements) of the Master Contract. Each certificate of insurance that Grainger, or any subcontractor of Grainger, is required to provide the County shall name “Contra Costa County, its officers, employees, and representatives” (collectively, the “County Parties”) as additional insureds.
- c. **Removal State of Arizona Laws.** For purposes of this Agreement, Sections I.2.C. (Affirmative Action), I.4. (Arbitration), I.24. (Israel Boycott), and I.39. (Written Certification Pursuant to A.R.S. §35-394) of the Standard Terms and Conditions of the Master Contract are deleted in their entirety, as they do not apply to the County, a California public agency. Each reference to an Arizona statute in the Master Contract, and each requirement of an Arizona statute in the Master Agreement, is deleted in its entirety.
- d. **Governing Law and Venue.** For purposes of this Agreement, Section I.3. (Governing Law and Venue) of the Standard Terms and Conditions of the Master Contract is hereby deleted and replaced with new Section I.3., to read:
- “4. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles. Any litigation brought under this Agreement shall be filed in a state or federal court in California where venue is proper, and which has jurisdiction over the parties and over the subject matter of the litigation.”
- e. **Confidentiality of Records.** For purposes of this Agreement, Section I.9. (Confidentiality of Records) of the Standard Terms and Conditions of the Master Contract is hereby deleted and replaced with new Section I.9. (Public Records), to read:
- “I.9. PUBLIC RECORDS. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to the California Public Records Act and the County’s Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). 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 under any other local, state, or federal law or regulation. Grainger reserves the right to exercise, at its sole cost, any or all of its rights under the California Public Records Act and any other applicable California law or any other local, state, or federal law or regulation to

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protect its confidential, proprietary, or trade secret information from public or third-party disclosure.”

- f. Conflicts of Interest. For purposes of this Agreement, Section I.19. (Conflicts of Interest) of the Standard Terms and Conditions of the Master Contract is deleted and replaced with new Section I.19., to read:

“I.19. CONFLICTS OF INTEREST. Grainger covenants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under California law or that would otherwise conflict in any manner or degree with Grainger’s performance hereunder. Grainger further covenants that, in the performance of this Agreement, no person having any such interest will be employed by Grainger. Grainger covenants that it, its employees, and its officers, are not now employed by the County and have not been so employed by the County within 12 months immediately preceding the Effective Date of this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under California Government Code section 1090. In addition to any other indemnity provided under this Agreement, Grainger shall indemnify, defend, and hold harmless the County Parties from any and all claims, investigations, liabilities, and damages resulting from or related to any and all alleged conflicts of interest. Grainger’s obligation to indemnify, defend, and hold harmless the County Parties under this Section shall survive the termination or expiration of this Agreement. Grainger represents and warrants to the County that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Agreement.”

- g. Indemnification. Grainger shall indemnify, defend, and hold harmless the County Parties to the same extent as City of Tucson under Section I.20. (Indemnification) of the Standard Terms and Conditions of the Master Contract. Grainger’s obligations to indemnify, defend, and hold harmless the County Parties under this Section shall survive the termination or expiration of this Agreement and shall remain enforceable as to any claims that arise or accrue prior to the termination or expiration of this Agreement..

- h. Payments. Notwithstanding anything to the contrary in Section I.28. (Payment) of the Standard Terms and Conditions of the Master Contract, the County will make commercially reasonable efforts to process payments due to Contractor under this Agreement within 30 days following the County’s acceptance of materials and a correct invoice from Contractor.

- i. Wage Compliance. For purposes of this Agreement, Section I.38. (Wage Compliance) of the Standard Terms and Conditions of the Master Contract is deleted and replaced with new Section I.38., to read:

“I.38. WAGE COMPLIANCE. In the performance of this Agreement, Contractor shall comply with all applicable State of California, federal, and local laws and regulations,

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including but not limited to wage and hour laws, prevailing wage laws, and labor and employment laws.”

4. 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.
5. 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. 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.
6. 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 Grainger.
7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
8. Termination. This Agreement may be terminated in accordance with Section I.35. (Termination of Contract) to the extent of the provisions of the Standard Terms and Conditions of the Master Contract.
9. No Public Works Permitted. Nothing in this Agreement authorizes Grainger to perform, and Grainger shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. For purposes of this Agreement, all provisions in the Master Contract relating to construction activities or professional services (i.e., architectural, construction management, and engineering services) are hereby deleted and of no force or effect.
10. Notices. Notices to the Parties shall be provided to:

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W.W. Grainger, Inc.

W.W. Grainger, Inc.
Attn: Tim Sweat
444 Doolittle Drive
San Leandro, CA 94577-1016
Telephone: (925) 353-8996
Contact:
Email:

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 957-2495
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 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. 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.

11. 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: W.W. Grainger, Inc.
Signature:	Signature:
Name: Cynthia Shehorn	Name: Tim Sweat
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract