

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS (CLIN) # 87544	Amendment CMS # <u>106492</u>
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Hilti, Inc.** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the **State Purchasing Office, Colorado Department of Personnel and Administration**, (hereinafter called the "Participating State" or "State").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract to allow the State to participate in a contract between NASPO ValuePoint and Hilti, Inc for **Small Hand & Power Tools and Accessories under Master Agreement number SW818**.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

a. Term

The last sentence of **Section 3.B.i.** is modified to read, "The total duration of this Addendum, including the exercise of any options under this clause, shall not exceed two (2) years except as prescribed below in **Section 3.B.iii.**"

b. Term

Section 3.B. iii. is modified to read "If the NASPO ValuePoint Master Agreement is extended beyond the original two (2) year term, the State may choose to extend co-terminously in a form substantially equivalent to Attachment 1 (Sample Option Letter)."

7) Option to Extend Contract Term

a. OPTIONS: Option to renew only.

b. REQUIRED PROVISIONS:

In accordance with the **Participating Addendum, Exhibit A, Section 3. Term, B. State's Option to Extend** between the **State of Colorado, Department of Personnel and Administration, State Purchasing and Contracts Office**, ("State") and **Hilti, Inc.** ("Contractor"), the State hereby exercises its option for an additional term beginning **1/1/2018** and ending on **6/30/2018** at the same rates and same terms specified in the original Participating Addendum, **2016-0000-00000-0000-0187**, as amended.

c. EFFECTIVE DATE: The effective date of this **Option Letter** is upon approval of the State Controller or others delegated.

8) START DATE

This Amendment shall take effect on the later of its Effective Date or **January 1, 2018**.

9) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

10) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">CONTRACTOR Hilti, Inc.</p> <p>By: <i>Katherine Cournoyer</i> Title: <i>Sr. Counsel & Asst Secy</i></p> <hr/> <p style="text-align: center;"><i>K Cournoyer</i> Signature</p> <p>Date: <u>12/6/17</u></p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel & Administration June Taylor, Executive Director</p> <p style="text-align: center;"><i>John Chapman</i></p> <hr/> <p style="text-align: center;">By: John Chapman, State Purchasing Manager</p> <p>Date: <u>12/13/17</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Robert Jaros*

Robert Jaros, CPA, MBA, JD

Date: 12/13/17