

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
Contract 06405: Vehicle Lifts and Related Garage Equipment**

**A. Scope**

This addendum covers purchases and installation of vehicle lifts and related garage equipment for State Agencies and political subdivisions. The jurisdiction for this agreement shall include all state agencies, universities, public schools and political subdivisions of the State of Colorado.

**B. Changes**

Colorado Specific Changes are attached.

**C. Primary Contact**

The primary government contact individual for this participating addendum is as follows:

Name: Jim Sharp  
Address: 633 17<sup>th</sup> Street, Suite 1520, Denver Colorado 80202  
Telephone: 303-866-6155  
Fax: 303-866-6016  
E-mail jim.sharp@state.co.us

**D. Subcontractors**

The following subcontractor(s) are authorized to perform services: **NONE**

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: State of Colorado

By: [Signature]  
Name: John Cattenbach  
Title: State Purchasing Director  
Date: 9/17/07

Contractor: Mohawk Resources LTD.

By: [Signature]  
Name: Rickey Wells, Sr  
Title: President  
Date: 9/10/07

Lead State: Washington

By: [Signature]  
Name: Kennith Harden  
Title: Assistant Director  
Date: 9/25/07

[Signature]  
**STEVEN PERLSTEIN**  
**SECRETARY 9/12/07**

**WSCA**  
**Colorado Participating Addendum**  
**Vehicle Lifts and Related Garage Equipment**

This document serves to address state specific changes, as allowed under Section 2 of the Participating Addendum from the State of Colorado Contract Vehicle Lifts and Related Garage Equipment, WSCA Master Agreement.

The State and Contractor agree that the following terms and conditions shall apply to this Participating Addendum and the WSCA Master Agreement.

1. **Order of Precedence:** The terms of this Participating Addendum may not be modified or contradicted in any Purchase Order by an Ordering Entity without written approval by the State Purchasing Office and an authorized representative of Mohawk Resources LTD (Vendor). Any conflict or inconsistency between the terms of a Purchase Order and this Participating Addendum shall be resolved by giving effect first to the terms of this Participating Addendum, and next to the terms of the WSCA Master Agreement. The Parties agree that the provisions within this Participating Addendum supercede the provisions within the WSCA Master Agreement, except as otherwise reflected within this Participating Addendum.

2. **Definitions:** Definitions provided herein are in addition to those in the WSCA Master Agreement.

"Ordering Entity" means the State Agency (as defined below) or Political Subdivision (as defined below) that executes a separate addendum in accordance with the terms of this Addendum or issues a Purchase Order in accordance with the terms of this Participating Addendum that is accepted by the Contractor.

"Political Subdivision" shall mean any Colorado governmental entity such as cities, towns, counties, libraries, etc. Political subdivisions in the State of Colorado may either (i) execute a separate addendum with the Contractor and to the extent any terms of such addendum incorporate any additional terms, Contractor shall not be obligated to execute or accept such addendum or (ii) issue a Purchase Order in accordance with the terms of this Participating Addendum that is accepted by the Contractor.

"State Agency" shall mean any department, agency, or institution of higher education of the State of Colorado, not including political subdivisions of the State of Colorado.

"State Purchasing Office" shall mean the Colorado State Purchasing Office.

3. **Venue:** Venue for any claim, dispute or action concerning any orders placed by Colorado Ordering Entities shall be the State of, Colorado.

4. **Software Piracy Prohibition:** No State or other public funds payable under this Participating Addendum shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Participating Addendum, including, without limitation, immediate termination of the Participating Addendum and any remedy consistent with United States copyright laws or applicable licensing restrictions.

5. **Usage Reporting Requirement:** Contractor will submit a quarterly volume report specific to Colorado volume purchased or a copy of the volume report that is submitted to the WSCA lead state Master Contract administrator.

6. **Standard Insurance Requirement:**

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**6.1** The contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

- Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - o \$1,000,000 each occurrence;
  - o \$1,000,000 general aggregate;
  - o \$1,000,000 products and completed operations aggregate; and
  - o \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

- Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- Professional liability insurance with minimum limits of liability of not less than \$\_\_\_\_\_. (To be specified in the solicitation.)

**6.2** The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

**6.3** The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

**6.4** The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

**6.5** All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

**6.6** The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the

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contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

**6.7** Notwithstanding subsection A of this section, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

**7. Vendor Offset:** Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.

**8. Non-appropriation Clause:** Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**9. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.



State of Washington  
DEPARTMENT OF GENERAL ADMINISTRATION

Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400  
<http://www.ga.wa.gov/purchase>

September 25, 2007  
(Via Email)

Jim Sharp  
State of Colorado  
Dept. of Personnel and Administration  
State Purchasing Office  
633 17<sup>th</sup> St, Suite 1520  
Denver CO 80202

Dear Mr. Sharp:

The participating addenda for inclusion in Contract 06405 *Vehicle Lifts and Related Garage Equipment* have been signed by Assistant Director Kenneth Harden and are enclosed for your retention. I will also forward a copy to Lee Ann Pope, NASPO Project Coordinator as well as the three (3) manufacturers listed on the contract (Automotive Resources, Inc., Mohawk Resources Ltd. and Stertil-Koni USA, Inc.).

The Current Contract Information (CCI) document has been updated and will be available online within a day or two at: <http://www.ga.wa.gov/pca/contract/06405c.doc>. The updated contract will reflect the inclusion of the State of Colorado and all eligible entities within the State. A copy of that document has also been provided. If you have any further questions, please do not hesitate to contact me directly.

Sincerely,

*Richard Carlson*

Richard Carlson, Contract Administrator

Enclosures: Participating Addenda  
Current Contract Information

cc: Lee Ann Pope, NASPO Project Coordinator, WSCA  
Tyler Nguyen, Project Manager, Automotive Resources, Inc.  
Steve Perlstein, Government Sales Manager, Mohawk Resources Ltd.  
Kellie Boehm, Vice-President Sales – Marketing and Sales Coordinator, Stertil-Koni USA, Inc.

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