

Participating Addendum
23PSX0195

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS"), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and JCB Inc. ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials ("NASPO") master agreement number OK-SW-192-500 entered into between the Contractor and the State of Oklahoma, dated July 10, 2023, (the "Master Agreement") for the purchase of heavy construction and industrial equipment (the "Deliverables").
2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for the Deliverables from Contractor and not to contract for any other purpose.
3. The Contractor and DAS are not bound by any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references in the Master Agreement to Oklahoma shall be interpreted to mean DAS.
5. Order of Precedence
The Contract and the Master Agreement shall be read to be consistent and complimentary. Any conflict between them shall be resolved by giving priority to the Contract over the Master Agreement. No other terms shall apply, including terms listed or referenced in any solicitation documents or in Contractor's response to any solicitation documents.
6. The following sections of the Master Agreement are deleted in their entirety:
 - a. Section 3(A) through 3(E) (Contract Documents and Master Agreement Order of Precedence) of the Summary
 - b. Section 5 (Governing Laws and Regulations) of the General Terms and Conditions.
 - c. Section III (Order of Precedence) of Exhibit A, Master Terms and Conditions
 - d. Section XII (Indemnification) of Exhibit A, Master Terms and Conditions.
 - e. Section 14.1 (Records Administration and Audit) of Exhibit A, Master Terms and Conditions.
 - f. Section 14.2 (Confidentiality, Non-Disclosure, and Injunctive Relief) of Exhibit A, Master Terms and Conditions.
 - g. Section 14.3 (Assignment/Subcontracts) of Exhibit A, Master Terms and Conditions.

Participating Addendum
23PSX0195

- h. Section 14.11 (No Waiver of Sovereign Immunity) of Exhibit A, Master Terms and Conditions.
 - i. Section 14.12 (Governing Law and Venue) of Exhibit A, Master Terms and Conditions.
- 7. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2.
As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.
- 8. The Contractor shall comply with the Price Schedule, which is attached as Exhibit 3.
- 9. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
- 10. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.
- 11. Any Client Agency may issue purchase orders against this Participating Addendum. "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.
- 12. Primary Contacts
State of Connecticut
Name: State of Connecticut, Department of Administrative Services, Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact: Daniel Dion
Telephone: (860) 713-5168
Email: daniel.dion@ct.gov

Participating Addendum
23PSX0195

Contractor

Name: JCB Inc.

Address: 2000 Bamford Boulevard, Pooler, GA 31322

Contact: Ryan Connelly

Telephone: (912) 447-2053

Email: ryan.connelly@jcb.com

13. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement, and this Participating Addendum.

All purchase orders shall contain the references "Master Agreement No. OK-SW-192-600" and "DAS Contract No. 23PSX0195."

[Signature page follows]

The parties are executing this Participating Addendum on the date below their respective signatures.

JCB Inc.

By: *Ryan Connelly*
Printed Name: Ryan Connelly
Title: Government Sales Manager - 04/26/2024

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: *Patrick DeConti*
Printed Name: _____
Title: Contract Team Leader
Date: April 30 2024

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: Jeffrey Zeman
Digitally signed by Jeffrey Zeman
Date: 2024.04.30 15:31:50 -04'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date: _____