

ORIGINAL

C-10265-2
OCT 13 2016

AMENDMENT NO. 2
LINKING AGREEMENT
(Maricopa County Contract No. 15021-C, Contract No. C-10265)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this 13 day of October, 2016, made to be effective as of the 1st day of August, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Titan Machinery, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Titan Machinery, Inc. ("Contractor") previously entered into Linking Agreement, Contract No. C-10265, dated September 8, 2015 ("Agreement"); and
- B. The original Maricopa County Contract No. 15021-C, had an initial one-year term effective August 1, 2015 through July 31, 2016 with the option to extend up to a maximum of four (4) additional years; and
- C. City and Contractor previously entered into Amendment No. 1, increasing the annual contract amount not to exceed \$80,000/annually, and in a total amount not to exceed \$400,000 over the remaining term of the five-year Agreement; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

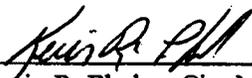
AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a four-year period from August 1, 2016 through July 31, 2020, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$400,000 over the entire term of the agreement.

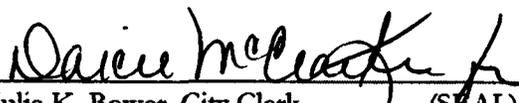
5. **Insurance Certificate.** Current certificate will expire on August 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



Kevin R. Phelps, City Manager

ATTEST:



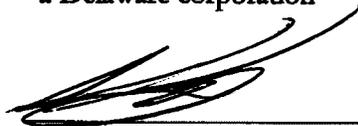
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Titan Machinery, Inc.,
a Delaware corporation



By: Kevin Smith
Its: Store Manager

**SERIAL 15021 C HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 28, 2016

CONTRACT END DATE: July 31, 2020

CONTRACT PERIOD THROUGH JULY, 31, 2016 2020

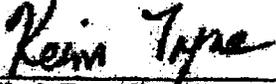
TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on July 22, 2015 (Effective 08/01/15).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Kevin Tyns, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
Gidget Vigil, Equipment Services

(Please remove Serial 10018-C from your contract notebooks)

TITAN MACHINERY, 1411 N 27th Avenue, Phoenix, Arizona 85009

COMPANY NAME: Titan Machinery Inc

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 1411 N 27th Avenue, Phoenix, Arizona 85009

REMIT TO ADDRESS: Same

TELEPHONE NUMBER: 602-269-3221

FACSIMILE NUMBER: 602-233-9371

WEB SITE: www.titanmachinery.com

REPRESENTATIVE NAME: Dennis Faust Stephen Brusso, Randy Waymire Kevin Smith

REPRESENTATIVE TELEPHONE NUMBER: 602-550-5796 602-228-6454 602-622-4070

REPRESENTATIVE E-MAIL: dennis.faust@titanmachinery.com
Steve.Brusso@titanmachinery.com
randy.waymire@titanmachinery.com
kevin.smith@titanmachinery.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

NET 30 DAYS

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
CASE	6/23/2015		0%
BOMAG			0%
WACKER NEUSON			0%

Labor Rates	Unit Price		
Labor Rate Contractor Facility	\$110.00		
Labor Rate County Facility	\$120.00		
Labor Rate for after hours/overtime (if different)	\$130.00		
Labor Rate for Field Service	\$120.00		
Labor Rate for Field Service Overtime	\$140.00		
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	<table border="1"> <tr> <td>per mile</td> <td>flat fuel charge</td> </tr> </table>	per mile	flat fuel charge
per mile	flat fuel charge		
1.4 Business Hours			
1.5 Return Policy			
1.5.1 Time limitations			
1.5.2 Restocking charge (if any)			
1.6 Additional Services Offered:			
1.7 Warranty (define)			
1.8 Additional Participating Locations:			

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: 2011002970 0

Certificates of Insurance Required

Contract Period: To cover the period ending July 31, 2016 2020.