

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this       day of       , 20       , between the City of Glendale, an Arizona municipal corporation (the "City"), and Titan Machinery, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 1, 2015, under the H-GAG Cooperative Purchasing Agreement Program, Houston-Gaveston Area Council (H-GAC) entered into a contract with Contractor to purchase the goods and services described in the Earth Moving & Construction Equipment Contract, Contract No. EM06-15 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 1, 2015, until the date the contract expires on May 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not

be extended beyond May 31, 2017. The period of this Agreement is the period from the Effective Date of this Agreement until May 31, 2017.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed ninety-five thousand seven hundred twenty eight dollars and forty nine cents dollars (\$95,728.49) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Roger Boyer  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2656

and

Titan Machinery, Inc.  
c/o Mark Davis  
1411 North 27<sup>th</sup> Avenue  
Phoenix, AZ 85009

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

"Contractor"

Titan Machinery, Inc.,  
a Delaware corporation

By:

\_\_\_\_\_  
Name: Kevin Smith  
Title: Phoenix Store Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.

EXHIBIT A  
EARTH MOVING & CONSTRUCTION EQUIPMENT, CONTRACT NO. EM06-15

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
TITAN MACHINERY, INC.  
Shakopee, Minnesota

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Titan Machinery, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 6340 County Road 101 East, Shakopee, Minnesota 55379.

**ARTICLE 1:****SCOPE OF SERVICES**

The parties have entered into a Earth Moving & Construction Equipment Contract to become effective as of June 1, 2015, and to continue through May 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Earth Moving & Construction Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Earth Moving & Construction Equipment through the H-GAC Contract to END USERS.

**ARTICLE 2:****THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: EM06-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: EM06-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:****LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:****APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:****INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:****END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:****LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15:****TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:****GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and Jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19:****PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:****LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:****PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:****CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:****LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**


CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
Chad Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
Deidre Vick, Director of Public Services  
Date: 4/24, 2015

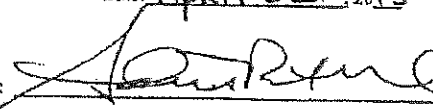
Signed for Titan Machinery, Inc.  
Shakopee, Minnesota:



Printed Name & Title:

Thomas A. Berhel  
Senior Mgr. - CE Gov't Sales  
Date: April 22, 2015

Attest for Titan Machinery, Inc.  
Shakopee, Minnesota:



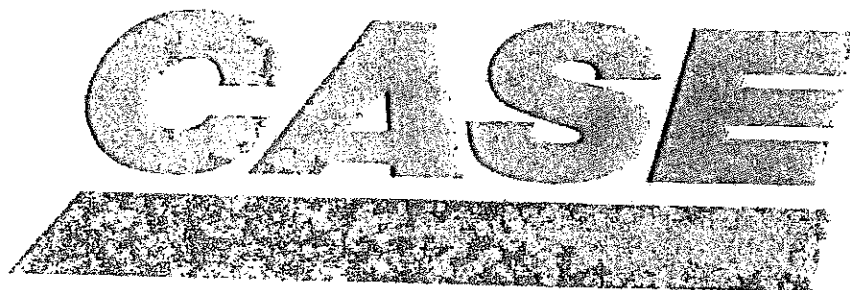
Printed Name & Title:

Andrew T. Berhel  
Government Account Manager  
Date: 4-22, 2015



Attachment A  
Titan Machinery, Inc.  
Earth Moving & Construction Equipment  
Contract No. EM06-15

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
01A	Arrow Master Mobile Hydraulic Hammer Price List Catalog/Price Sheet effective 2/12/2015	5%
07A	Case Pricing Catalog: Excavators - PL-200 CX - Catalog/Price Sheet effective 2/12/2015	32%-36%
07B	Case Pricing Catalog: Compact Excavators - PL-200 MX - Catalog/Price Sheet effective 2/12/2015	22%-27%
07C	Case Pricing Catalog: Crawlers - PL-200 CE - Catalog/Price Sheet effective 2/12/2015	29%-40%
07D	Case Pricing Catalog: Crawlers - PL-200 UT - Catalog/Price Sheet effective 2/12/2015	33%
07E	Case Pricing Catalog: Motor Graders - PL-200 GR - Catalog/Price Sheet effective 2/12/2015	42%
07F	Case Pricing Catalog: Wheel Loaders - PL-200 CE - Catalog/Price Sheet effective 2/12/2015	36%-45%
07G	Case Pricing Catalog: Compact Wheel Loaders - PL-200 CW - Catalog/Price Sheet effective 2/12/2015	36%
07H	Case Pricing Catalog: Compact Track Loaders - PL-200 SL - Catalog/Price Sheet effective 2/12/2015	28%-30%
07I	Case Pricing Catalog: Skid Steers - PL-200 SL - Catalog/Price Sheet effective 2/12/2015	24%-32%
07J	Case Pricing Catalog: Tractor Loader Backhoe - PL-200 TLB - Catalog/Price Sheet effective 2/12/2015	38%-41%
07K	Case Pricing Catalog: Rough Terrain Forklifts - PL-200 RTFL - Catalog/Price Sheet effective 2/12/2015	34%
07L	Case Pricing Catalog: Tractor Loaders - PL-200 TLL - Catalog/Price Sheet effective 2/12/2015	34%
31A	LeeBoy Motor Grader Pricing Catalog/Price Sheet effective 2/12/2015	5%
70A	Sweepers Pricing Catalog/Price Sheet effective 2/12/2015	5%



## H-GAC Contract EM06-15

### Case Selling Price Discounts/Price Books

(Selling Price = Discount off List)

NOTE: You must ADD factory freight & delivery to your quote

#### Excavators (07A)

PL-200 CX SAP Rev. 16 (1.1.15)

CX130C T4 .....	33%
CX145C T4 .....	33%
CX160C T4 .....	33%
CX210C T4 .....	36%
CX235C T4 .....	36%
CX250D T4 Final .....	33%
CX300D T4 Final .....	33%
CX350D T4 Final .....	34%
CX470C T4 .....	33%
CX700B T3 .....	33%
CX75 T4 Final .....	32%
CX80C T4 Final .....	32%
CX800B T3 .....	33%

#### Compact Excavators (07B)

PL-200 MX SAP Rev. 11 (7.1.14)

CX17B T4 .....	25%
CX27B T4 .....	27%
CX31B T4 Final .....	24%
CX36B T4 Final .....	22%
CX55B T4 Final .....	27%

#### Crawler Dozers (07C)

PL-200 CE SAP Rev. 12 (1.1.15)

750M T4 .....	40%
850M T4 .....	41%
1150M T4 .....	38%
1650M T4 .....	33%
2050M T4 .....	29%

#### Small Crawler Dozers (07D)

PL-200 UT SAP Rev. 9 (1.1.15)

650L T3 .....	33%
---------------	-----

#### Motor Graders (07E)

PL-200 GR SAP Rev. 11 (1.1.15)

845B T3 .....	42%
865B T3 .....	42%
885B T3 .....	42%

#### Wheel Loaders (07F)

PL-200 CE SAP Rev. 16 (11.10.14)

521F T4 .....	46%
621F T4 Final .....	45%
721F T4 Final .....	43%
821F T4 Final .....	44%
921F T4 Final .....	44%
1021F T4 .....	36%
1121F T4 .....	36%
1221E T4 .....	36%

#### Compact Wheel Loaders (07G)

PL-200 CW SAP Rev. 9 (5.30.14)

21F T4 Final .....	36%
121F T4 Final .....	36%
221F T4 Final .....	36%
321F T4 Final .....	36%

## Case Price Catalog Discounts (EM06-15)

(Selling Price = Discount off List)

### Compact Track Loaders (07H)

PL-200 SL SAP Rev. 15b (1.1.15)

TR270 T4 Final .....	28%
TR310 T4 Final .....	30%
TR320 T4 Final .....	30%
TR340 T4 Final .....	28%
TV380 T4 Final .....	30%

### Skid Steers (07I)

PL-200 SL SAP Rev. 15b (1.1.15)

SR130 T4 Final .....	24%
SR160 T4 Final .....	24%
SR175 T4 Final .....	26%
SV185T4 Final .....	29%
SR210 T4 Final .....	26%
SR220 T4 .....	29%
SR 240 T4 Final .....	29%
SR250 T4 .....	32%
SV 250 T4 .....	30%
SR270 T4 Final .....	32%
SV280 T4 Final .....	30%
SV300 T4 Final .....	34%

### Loader/Backhoe (07J)

PL-200 TLB SAP Rev. 15 (11.10.14)

580N EP 2WD T4 Final ....	38%
580N EP 4WD T4 Final ....	40%
580N 2WD T4 Final .....	38%
580N 4WD T4 Final .....	40%
580SN 2WD T4 Final .....	39%
580SN 4WD T4 Final .....	41%
580SN WT 4WD T4 Final ..	41%
590SN 2WD T4 Final .....	39%
590SN 4WD T4 Final .....	41%

### Forklifts (07K)

PL-200 RTFL SAP Rev. 15 (8.11.14)

580H T4 Final .....	34%
---------------------	-----

### Loader/Boxblade (07L)

PL-200 TLL SAP Rev. 14a (9.26.14)

570N EP Final .....	34%
---------------------	-----

### Attachments

NOTE: The following price books are for attachments  
that are part of the H-GAC contract.

CASE CE Attachments #PM-17103

(Price List dated 9.24.14)

Paladin (Light) Attachments (1.1.2015)

Paladin (Heavy) Attachments (1.1.2015)

Note: All attachments are sell priced at

5% off List.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Purchase of one (1) Case 321F Wheel Loader W/High Speed Axles as specified on the attached HGACBuy Contract Pricing Worksheet for the Right of Way Division of the Public Works Department.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$95,728.49 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Purchase of one (1) Case 321F Wheel Loader W/High Speed Axles as specified on the attached HGACBuy Contract Pricing Worksheet for the Right of Way Division of the Public Works Department.

**CONTRACT PRICING WORKSHEET**  
For Standard Equipment PurchasesContract  
No.:

EM06-15

Date  
Prepared:

4/20/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Glendale Right of Way	Contractor:	Titan Machinery
Contact Person:	Roger Boyer	Prepared By:	Mark Davis
Phone:	623-930-2656	Phone:	602-540-9321
Fax:		Fax:	602-233-9371
Email:	rboyer@glendaleaz.com	Email:	mark.davis@titanmachinery.com

Product Code:	07G	Description:	Case 321F Wheel Loader w/High Speed Axles
---------------	-----	--------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$68,450.00
--	-------------

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
734513 Limited Slip Differential	\$2,240.00	782108 Rotating beacon	\$96.00
734632 Deluxe cab	\$1,600.00	734523 Extra 330lb counterweight	\$768.00
734506 A/C and heat	\$2,240.00	734524 Fire extinguisher mount	\$48.00
734504 Radio with speakers	\$256.00	734595 Tool box	\$64.00
734590 Air seat	\$544.00	734625 1.44 cu yd bkt	\$2,560.00
734586 Front auxiliary hydraulics	\$0.00	734571 Bucket cutting edge	\$960.00
734612 Remote hydraulic oil drain	\$96.00		
782734 Return to dig	\$480.00		
734520 Auto ride control	\$1,120.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$13,072.00

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Grapple bucket	\$3,200.00		
Window tint	\$550.00		
Pre-delivery	\$850.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$4,600.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	6%
--	---	----

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	\$86,122.00	=	Subtotal D:	\$86,122.00
-------------------	---	--------------------------	-------------	---	-------------	-------------

**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		Factory Freight	\$2,100.00
		Delivery to City	\$100.00
		Subtotal E:	\$2,200.00

Delivery Date:	90-120 Days	F. Total Purchase Price (D+E):	\$88,322.00
----------------	-------------	--------------------------------	-------------

Tax(8.6%)	\$7,406.49
-----------	------------

TOTAL:	\$95,728.49
--------	-------------