

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal with Price Increase
Titan Machinery Inc.

This Amendment is hereby entered into by and between Titan Machinery Inc., 6310 N. 56th St., Lincoln, NE 68504 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 6, 2018 executed under City Executive Order No. 92246, and County Contract C-18-0496, dated August 21, 2018 for Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 6, 2018 through September 5, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 6, 2019 through September 5, 2020; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase of as per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 92246 and County Contract C-18-0496, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 6, 2019 through September 5, 2020.
- 2) The parties hereby amend the Contract to reflect a price increase of as per Attachment A.
- 3) The expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

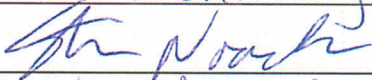
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal with Price Increase
Titan Machinery Inc.

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Debbie Winkler
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: dwinkler@lincoln.ne.gov

Company Name:	Titan Machinery Inc.
By: (Please Sign)	
By: (Please Print)	Steve Noack
Title:	General Counsel + Secretary
Company Address:	6310 N. 56 th STREET, LINCOLN, NE 68504
Company Phone & Fax:	402-464-3711 ^{PHONE} & 402-464-4722 ^{FAX}
E-Mail Address:	eric.weilage@titanmachinery.com
Date:	8-12-19
Contact Person for Orders or Service	ERIC WEILAGE
Contact Phone Number:	402-464-3711

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
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Titan Machinery Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal with Price Increase
Titan Machinery Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



6310 N 56th St,
Lincoln, NE 68504

Phone: 402-464-3711
866-801-6261

Deb Winkler
City of Lincoln/Lancaster County
440 S. 8th St., Ste. 200
Lincoln, NE 68508

RE: 18-167 Amend – Titan

Deb,

Before renewing the new contract for Annual Repair for Construction and Purpose-Built Equipment, Bid No 18-167 we would like to update the information on the contract. We have had some personnel changes over the last year and would like to update to contact for our company from Karsten Thurmond to Eric Weilage. Eric's email is eric.weilage@titanmachinery.com.

On the Bid Attributes page we would like to update sever lines;

Line 16: We repair all brands of competitive equipment including Cat, Deere, Komatsu, Bobcat, Kubota, Volvo, and any other construction equipment.

Line 21: The contact is changing from Jeff Polivka to Eric Weilage, 402-464-3711, eric.weilage@titanmachinery.com

Line 22: Dave McCarthy is the person submitting this bid.

On the Line items we would like to update our pricing.

Line 1.1: Shop Labor rate updated from \$123.00/hr to \$132.50/hr

Line 1.2 Shop Labor Rate after hours updated from \$123.00/hr to \$132.50/hr

Line 1.3: Field Service Rate updated from \$135.00/hr to \$152.50/hr

Line 1.4: Field Service Rate after hours updated from \$135.00/hr to \$152.50/hr

Thank you for your continued business with Titan Machinery. We look forward to serving you with your service needs through the life of this contract.

A handwritten signature in black ink that reads "D. McCarthy".

Dave McCarthy
Area Product Support Manager
Titan Machinery
Lincoln, NE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED TITAN MACHINERY INC 644 E BEATON DR WEST FARGO, ND 58078-2648		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY 28304 INSURER C: INSURER D: INSURER E: INSURER F:	222-722-1

COVERAGES

CERTIFICATE NUMBER: 407


REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9135563	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/ AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	9135563	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	Y	N	9135566	08/01/2019	08/01/2020	EACH OCCURRENCE \$20,000,000 AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	9135567	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	GARAGEKEEPERS/DIRECT PRIMARY	N	N	9135563	08/01/2019	08/01/2020	COMPREHENSIVE \$1,000,000 COLLISION \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER**CANCELLATION**

222-722-1 CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BLDG COMMISSION, 555 S 10TH ST LINCOLN, NE 68508-2803	407 8	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 222-722-1
 LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED TITAN MACHINERY INC 644 E BEATON DR WEST FARGO, ND 58078-2648	
POLICY NUMBER SEE CERTIFICATE # 407.8		EFFECTIVE DATE: SEE CERTIFICATE # 407.8	
CARRIER SEE CERTIFICATE # 407.8	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION ARE LISTED AS ADDITIONALLY INSURED.
 RE: REPAIR SERVICES FOR CONSTRUCTION AND PURPOSE-BUILT EQUIPMENT, BID NO. 18-167
 STOP- GAP (EMPLOYER' S LIABILITY) COVERED STATE(S): ND, WY
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 GARAGEKEEPERS COVERAGE IS PROVIDED ON A DIRECT PRIMARY BASIS WITH A LIMIT OF \$1,000,000.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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CA-F-129 (10-13)

Policy Number: 9135563

Transaction Effective Date: 08-01-2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement you have entered into with the additional insured; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement effective on 08/01/2019 at 12:01 A.M. standard time, forms a part of

Policy No. 9135567

issued to TITAN MACHINERY INC

issued by FEDERATED MUTUAL INSURANCE CO

Endorsement No. 1

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION EGR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER.

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WC 00 03 13 (04-84)

issue Date: 08/01/2018