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| State of Washington<br>Contracts, Procurement, & Risk Management<br>Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                |
|   | Contract No.:             | 01217          |
| N-C Machinery Co.<br>17025 W Valley Hwy<br>Tukwila, WA 98188  | Amendment No.:            | 01- NC Machine |
|   | Effective Date:           | 09-01-2017     |

**FIRST AMENDMENT  
 TO  
 CONTRACT NO. 1217  
 TRACTOR SHOVEL LOADERS**

This First Amendment ("Amendment") to Contract No. 01217 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and N C Machinery Co, a Washington State Corporation ("Contractor") and is dated as of 9-1-2017, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. INCLUDED GOODS/SERVICES – PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Services and Exhibit B – Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A1 – Included Goods/Services (dated 09-1-2017) and Exhibit B1 – Prices for Goods/Services (dated 9-1-2017).



01217 Exhibit A1 -  
NC Machine.docx




01217 Exhibit B1 -  
NC Machine.docx


2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**N C Machinery Co.,**  
**A WASHINGTON STATE CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Adam Hirstein  
 Title: Governmental Sales Manager  
 Date: 10-26-17

By:   
 Name: S. HATFIELD  
 Title: Contracts Specialist  
 Date: 10-24-17

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| State of Washington<br>Contracts, Procurement, & Risk Management<br>Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                |
|   | Contract No.:             | 01217          |
| N C Machinery Co.<br>17025 W Valley Hwy<br>Tukwila, WA 98188  | Amendment No.:            | 02- NC Machine |
|   | Effective Date:           | 01/22/2018     |

**SECOND AMENDMENT**  
**TO**  
**CONTRACT No. 1217**  
**TRACTOR SHOVEL LOADERS**

This Second Amendment ("Amendment") to Contract No. 01217 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and N C Machinery Co, a Washington State Corporation ("Contractor") and is dated as of January 22, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time including contract amendment #1 issued October 24, 2017.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. INCLUDED GOODS/SERVICES – PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Serivices and Exhibit B – Prices for Goods/Serivices are deleted and replaced as of the effective date with the attached Exhibit A1 – Included Goods/Serivices (dated 01-04-2018) and Exhibit B1 – Prices for Goods/Serivices (dated 01-4-2018).


2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**N C Machinery Co.,**  
A WASHINGTON STATE CORPORATION

By:   
Name: Adam Hirstein  
Title: Governmental Sales Mgr.  
Date: 1-26-18

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Steve Hatfield  
Title: Contracts Specialist  
Date: 1/30/2018

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| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                    |
|  | Contract No.:             | 01217              |
| N C Machinery Company<br>17025 W Valley Hwy<br>Tukwila, WA 98188   | Amendment No.:            | 03 - N C Machinery |
|  | Effective Date:           | 04-01-2020         |

**THIRD AMENDMENT  
 TO  
 CONTRACT NO. 01217  
 TRACTOR SHOVEL LOADERS**

This Third Amendment ("Amendment") to Contract No. 01217 Tractor Shovel Loaders is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and N C Machinery Company, a Washington State Corporation ("Contractor") and is dated as of 04-01-2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The parties previously amended this contract two (2) times.
  - a. Amendment #1, dated September 01, 2017, to add products.
  - b. Amendment #2, dated January 22, 2018, to add products.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. SECTION REVISED. This Contract is amended to revise the following section:
  - 3.3 ECONOMIC ADJUSTMENT. Pricing shall remain firm and fixed for at least 180 calendar days after effective date of contract. Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of 45 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Acceptance will be at the discretion of the Department of Enterprise Services and shall not produce a higher profit margin than

that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 180 calendar days thereafter.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the contract period, pass through price increases from the manufacturer, due to market change such as increased cost in materials, is permitted, at Enterprise Services discretion, with written verifiable proof directly from the manufacturer.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

2. PRODUCTS COVERED. This contract is amended to add the following section regarding products covered:
  - a. 3.6 MODEL YEAR CHANGE OVER: This Contract permits model year updates, at Enterprise Services discretion, for the machines on contract. These updates shall be verifiable through manufacture official letters or statements. New model years shall be within the scope of this Master Contract. Prices of updated models shall be the same price as the current model, consistent with this Master Contract price increase provision, or otherwise competitive. Contractor may propose model year updates once per calendar year.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**N C Machinery Company**  
**A WASHINGTON STATE CORPORATION**

By: *Adam Hirstein*  
Name: Adam Hirstein  
Title: Sales Manager  
Date: 6/9/20

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: *Chad Irwin*  
Name: Chad Irwin  
Title: Contracts & Procurement Supervisor  
Date: 06/16/2020