

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 5/13/2024

Meeting Date: 5/28/2024

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:



<p><b>Court Decision:</b> This section to be completed by County Judge's Office</p>

<p>May 28, 2024</p>

**Description:**

Consider and Approve TNT Crane and Rigging's Proposal for Crane Service at the Historic Courthouse in the amount of \$11,942; with Authorization for County Judge to Sign - Facilities Management

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(May attach additional sheets if necessary)

**Person to Present:** Joshua Green - Facilities Management Director

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** \_\_\_\_\_ minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**



Quote
Date: April, 30 2024
Page 1 of 5
Job Dates:

<b>Quote</b>	<b>FWC-101022868</b>
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<b>Customer :</b> JOHNSON COUNTY FACILITIES 204 S BUFFALO AVE CLEBURNE, TX 76033  <b>Contact :</b> CODEY SIBLEY <b>Phone :</b> <b>Fax :</b> <b>Email :</b> CSIBLEY@JOHNSONCOUNTYTX.ORG	<b>Job Site :</b> Flag Pole 2 N Main Street Cleburne, TX 76033  <b>Salesperson :</b> Williams, Daniel <b>Phone :</b> (817) 965-9307 <b>Fax :</b> <b>Email :</b>
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Estimate is valid for 30 Days from Quote Date

Item Description	Quantity	Unit Meas	Rate	Amount
IN & UP Move in and build crane	1.00	Each	\$2,480.00	\$2,480.00
225T AT/TRUCK CRANE AND OPERATOR 4 hour minimum on crane and crew.	4.00	Hours	\$545.00	\$2,180.00
RIGGER (2) Riggers to stay on-site	8.00	Hours	\$110.00	\$880.00
STANDBY CHARGE	4.00	Hours	\$110.00	\$440.00
OVERTIME (OT CRANE) Per man per hour traveling or onsite before 6:00am, after 6:00pm, over 8 hours, weekends, and holidays.	16.00	Hours	\$55.00	\$880.00
FUEL SURCHARGE	1.00	Percent	10.00%	\$802.00
RIGGING FEE	1.00	Each	\$100.00	\$100.00
MANBASKET	1.00	Day Rate	\$200.00	\$200.00
ROAD CLOSURE	1.00	Each	\$1,500.00	\$1,500.00
DOWN & OUT Break the crane down and travel back to the yard.	1.00	Each	\$2,480.00	\$2,480.00

**Estimate**                                           **\$11,942.00**

<b>Scope of Work</b>
<b>Comments</b>



Quote
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Lift Info							
Back from Struct.	75'	Up	180'	In	65'	Load Weight	4,000 lbs
Radius	140'	Boom Length		Jib		Counter Weight	
Allowable GBP		Misc					

**ESTIMATE IS VALID FOR 30 DAYS FROM THE QUOTE DATE**

**-THE ABOVE "ESTIMATE" IS BASED STRICTLY ON ABOVE QUOTED UNIT PRICING. CUSTOMER SHALL BE RESPONSIBLE FOR THE FINAL AMOUNT INVOICED FOR WORK PERFORMED WHICH MAY EXCEED THE ABOVE ESTIMATE.**

- All quotes are portal to portal within our normal working hours of 7:00am to 3:30pm (Monday through Friday).
- If Needed: Overtime @ \$50.00/hr./man; Crew travel @ \$110/hr./man; Safety personnel @ \$110/hr./man. **Overtime rate applies before 7 am, after 3:30 pm OR after 8 hours per day, and on weekends and/or holidays.**
- Cranes that are requested to be delivered prior to the job start date will be assessed a minimum four (4) hour charge.
- Cranes that cannot be returned to our yard during legal daylight hours per DOT regulation will be assessed a minimum four (4) hour charge for post- job return.
- Customer is responsible for ingress and egress of all TNT Crane & Rigging, Inc. equipment.
- Quotes do not include any applicable federal, state or local taxes - any applicable taxes will be the responsibility of the customer.
- Any delays outside of TNT Crane and Rigging, Inc. control, including inclement weather, will be billed at the quoted daily crane and crew minimums unless otherwise stated.

Items to be supplied by client:

1. Certification(s) for any lifting hardware and lugs, their placement or any welds attached to the item to be lifted.
2. Free and clear access to site for safe assembly, disassembly and operation of all TNT equipment.
3. Ground and road preparation, if required for all on-site movements.
4. All Civil works, if required to provide a level and compacted crane pad sufficient withstand the loadings put down by the crane under load.
5. Suitable laydown area for components during assembly/disassembly.

All elevated work, above six foot, shall be performed and executed in accordance with 29cfr 1926 OSHA Construction Industry Regulations and Standards, more specific subpart M-Fall Protection (1926.500-1926.503)

If any power lines are on, near or adjacent to a job site, a site visit by a TNT representative is required.

The undersigned affirms that s/he is an Authorized Customer Representative and hereby accepts the terms of this Quote on behalf of the named Customer above and agrees that the attached Standard Terms and Conditions shall apply to all work performed by TNT Crane & Rigging, Inc. ("Lessor").

Authorized Customer Representative:

Print Name \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms & Conditions

### STANDARD TERMS AND CONDITIONS (TNT\_052223)

1. **Effective Date:** These terms and conditions between the named Customer ("Lessee") and TNT Crane & Rigging, Inc. ("Lessor") apply to all work performed by Lessor for Lessee including any work performed pursuant to a quote ("Quote"), or invoice issued pursuant to a purchase order number ("PO#") by Lessor to such Lessee ("Invoice"), shall be and binding on the parties upon "Acceptance" by the Lessee which is defined as the earliest to occur of the following: (i) Delivery (as defined in §3 below); (ii) the issuance of a PO# by the Lessee for work to be performed pursuant to a Quote (collectively, "Work"); or (iii) confirmation in writing by the parties of agreement to the terms of the Quote. Unless otherwise amended or mutually agreed to by the parties, this agreement shall be binding with respect to all Work performed for the Lessee for one year from the from the earliest date of execution by an Authorized Customer Representative, or until the Work is completed, whichever is later. Lessee shall be responsible for the acts and/or omission of any third party hired or retained by Lessee with respect to any duties and/or responsibilities of Lessor hereunder that are delegated to any such third party and any liability arising therefrom shall be joint and several as to Lessee and such third party.
2. **Quote Estimate:** Unless otherwise stated, the "Estimate" stated on the Quote ("Estimate") (i) is only applicable to Work performed by the Lessor branch whose address appears in the Quote; (ii) is subject to availability at the time Acceptance; (iii) does not include applicable sales and use taxes; (iv) is based on weight, load, radius and special rigging specifications provided by Lessee to Lessor; (v) is based on continuous operation with no delays caused by factors outside the control of Lessor; and (vi) is provided without a Jobsite inspection and is subject to the Jobsite Conditions set forth in §5. Upon Acceptance, the pricing terms quoted in the Quote shall be final subject to adjustments as outlined in these terms and conditions. For the avoidance of doubt, in the event the final amount invoiced for Work performed exceeds the Estimate, Lessee agrees that its approval of such Work by its signature on confirmatory documentation constitutes its agreement to amend the Quote to the extent thereof and Lessee shall be responsible for the final amount invoiced.
3. **Delivery:** As used herein, "Delivery" is the earliest date on which Lessor (i) takes possession of Lessee's equipment for purposes of performing the Work; (ii) arrives at the Lessee's Job Location ("Jobsite") with its equipment (collectively, "Equipment") which includes crane, rigging, and/or related accessories listed in the Quote) in preparation for the performance of the Work. Lessee acknowledges and agrees that Lessor's possession of Lessee's equipment is solely for the benefit and convenience of Lessee and that between the time when such equipment is delivered to Lessor and until such time the equipment is installed, the equipment shall be held by Lessor at the sole risk and responsibility of Lessee for loss, theft, destruction of such equipment and/or for any damage incurred by Lessee or Lessor arising out of such possession, in whole or in part, whether with or without fault on the part of Lessor. Further, in the event such Lessee equipment is held by Lessor for any period greater than 48 hours, Lessor shall have the right to charge Lessee a storage fee which shall be included as part of the price for the Work.
4. **Payment:** All payments will be due thirty (30) days after the date of each invoice. All payment shall be paid and delivered to the address designated by Lessor on the face of the Invoice. Past due amounts plus any unpaid interest shall bear interest at 1.5% per month or to the maximum amount allowable under law.





**Quote**

Date: April, 30 2024

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Job Dates:

**Quote** **FWC-101022868**

1. This indemnity clause applies to projects in ALABAMA and all other states not specifically referenced herein. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising directly, indirectly, or in any manner out of Lessee's work. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

2. This indemnity clause applies to projects in ARKANSAS, ARIZONA, INDIANA, MICHIGAN, SOUTH DAKOTA and WISCONSIN. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for any claim caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents, servants, or independent contractors who are directly responsible to the Lessor. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

3. This indemnity clause applies to projects in ILLINOIS, IOWA, KANSAS, MISSISSIPPI, MISSOURI, NEBRASKA, and SOUTH DAKOTA. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

4. This indemnity clause applies to projects in LOUISIANA - (FOR ALL CONSTRUCTION CONTRACTS PURSUANT TO LSA-RS. 9:2780 EXCEPT FOR CONTRACTS FOR WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MATERIAL PURSUANT TO LSA-RS. 9:2780). To the fullest extent permitted by law and LSA-RS. 9:2780, Lessee agrees to indemnify, defend and save Lessor, its employees and agents, and third parties harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor, Lessor's agents or employees, or any third parties over which Lessee has no control, for Lessor's own negligence, intentional act or omission or the negligence, intentional act or omission of any agent or employee of Lessor. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

**INDEMNIFICATION (FOR ALL CONTRACTS RELATED TO WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MINERALS PURSUANT TO LSA-RS. 9:2780)** - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's negligence. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own or unsecured negligence. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

5. This indemnity clause applies to projects in NEW MEXICO. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to NM ST § 56-7-1, Lessee shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessor, its officers, employees or agents. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

6. This indemnity clause applies to projects in OKLAHOMA. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to OK ST. 15 § 221, Lessee shall not be required to indemnify, insure, defend or hold harmless another entity against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Lessor, its agents, representatives, subcontractors, or suppliers. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property of all of these.

~~7. This indemnity clause applies to projects in TEXAS - (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) - TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO PARTIALLY INDEMNIFY, DEFEND AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.T.C.A. INSURANCE CODE §127.001-127.002, LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, INSURE, DEFEND OR HOLD HARMLESS ANOTHER ENTITY AGAINST LIABILITY FOR DAMAGE CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, OR REGULATORY STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TYPE. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.~~

**MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002)** - TO THE FULLEST EXTENT PERMITTED BY LAW, Lessor and Lessee agree to indemnify AND DEFEND each other, and each other's contractors and their employees, against loss, liability or damages arising in connection with bodily injury, death, and damage to property of their respective employees, contractors or their employees, and insurers of each party arising out of or resulting from the performance of the contract. This provision only applies to contracts for a well for oil, gas, or water, or to mine for a mineral, pursuant to V.T.C.A. Civil Practice Code §127.001-127.002. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

8. **statutory employer:** With respect to work performed in Louisiana, pursuant to and in accordance with Louisiana Worker's Compensation Act La. R.S. 23:1021, et. seq. including but not limited to R.S. 23:1061, Lessor and Lessee agree that a

*Handwritten initials/signature*



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statutory relationship exists between Lessor and Lessee's employees and Owner and Lessor's employees. Lessor and Lessee agree that all work performed by Lessor and its employees is part of Owner's and Lessee's trade, business or occupation and is an integral part of and is essential to the ability of Owner and Lessee to generate the Owner's and Lessee's goods, products and services. Lessor and Lessee agree that Owner and Lessee are principal and statutory employers of Lessor's employees. The above notwithstanding, Lessor shall remain solely and primarily responsible and liable for the payment of Louisiana worker's compensation benefits and insurance premiums to and for its employees and shall not be entitled to any contribution or indemnity for any such payments from Owner or Lessee.

**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY:**

\_\_\_\_\_  
Christopher Boedeker  
As Johnson County Judge

\_\_\_\_\_  
Date


Attest:

\_\_\_\_\_  
County Clerk, Johnson County

\_\_\_\_\_  
Date

**COMPANY:**

\_\_\_\_\_  
TNT Crane & Rigging, Inc.

\_\_\_\_\_  
  
Authorized Representative of Company


\_\_\_\_\_  
5/7/2024  
Date

Printed Name: James Balagia

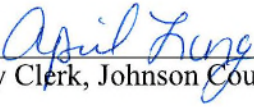
Title: Contracts Attorney

**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY:**

  
\_\_\_\_\_  
Christopher Boedeker  
As Johnson County Judge

May 28, 2024  
Date

Attest:  
  
\_\_\_\_\_  
County Clerk, Johnson County



May 28, 2024  
Date

**COMPANY:**

TNT Crane & Rigging, Inc.

\_\_\_\_\_  
Authorized Representative of Company

5/7/2024  
Date

Printed Name: James Balagia

Title: Contracts Attorney