

AGENDA PLACEMENT FORM

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

Date: 6/14/2024

Meeting Date: 6/24/2024

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:

Codey Sibley

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

<p>June 24, 2024</p>

Description:

Consider and Approve TNT Crane & Rigging Quote in the Amount of \$11,986 for Crane Services on the Historic Courthouse Flag Pole; with Authorization for County Judge to Sign

(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: June, 14 2024
Page 1 of 5
Job Dates:

Quote	FWC-101025888
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Customer : JOHNSON COUNTY FACILITIES 411 MARTI DR CLEBURNE, TX 76033 Contact : CODEY SIBLEY Phone : Fax : Email : CSIBLEY@JOHNSONCOUNTYTX.ORG	Job Site : Flag Pole 2 N Main Street Cleburne, TX 76033 Salesperson : Williams, Daniel Phone : (817) 965-9307 Fax : Email :
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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%	\$846.00
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 \$11,986.00

Scope of Work

Flying an inspector up to fix a flag pole. Possibly flying roofing material.

Comments

Clear access for crane and crew required.



Quote
Date: June, 14 2024
Page 2 of 5
Job Dates:

Quote	FWC-101025888
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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 Christopher Boedeker Signature: 

Date: June 24, 2024

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO TNT CRANE & RIGGING, INC. CUSTOMER SERVICE
AGREEMENT
(TNT CRANE & RIGGING, INC.)**

**The Johnson County Commissioners Court Finds, and the Parties Agree,
as Follows:**

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” or “**JOHNSON COUNTY**” and **TNT CRANE & RIGGING, INC.** **JOHNSON COUNTY** may be referred to as “**CUSTOMER**” in certain documents put forth by **TNT CRANE & RIGGING, INC.**

1.2

JOHNSON COUNTY and TNT CRANE & RIGGING, INC. as applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”. This Addendum is part of the Agreement with **TNT CRANE & RIGGING, INC.** and is intended to modify (as set forth in this Addendum) all documents, including the **Quotes, Proposals and Agreement** put forth by **TNT CRANE & RIGGING, INC.** This Addendum modifies (as set forth in this Addendum) any other document proffered to **COUNTY** by **TNT CRANE & RIGGING, INC.** or their agents and other documents defining the Agreement between **JOHNSON COUNTY, TEXAS and TNT CRANE & RIGGING, INC.**

1.3

NOT APPLICBLE (Co-op Reference)

1.4

This Addendum, combined with the terms of the attached Quote and Customer Service Agreement from **TNT CRANE & RIGGING, INC.**, upon execution by both parties, constitutes a contractual Agreement between **JOHNSON COUNTY, TEXAS and TNT CRANE & RIGGING, INC.**

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

2.2

Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY **CANNOT enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code (“UCC”); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and

the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY'S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. TNT CRANE & RIGGING, INC. understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. TNT CRANE & RIGGING, INC. further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize TNT CRANE & RIGGING, INC. or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that TNT CRANE & RIGGING, INC. might lawfully seek to claim as confidential, then COUNTY will forward the request to TNT CRANE & RIGGING, INC. It shall be the obligation of TNT CRANE & RIGGING, INC. to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with TNT CRANE & RIGGING, INC. in making

such submission to the Texas Attorney General's Office. **TNT CRANE & RIGGING, INC. acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

TNT CRANE & RIGGING, INC. certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **TNT CRANE & RIGGING, INC.** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

TNT CRANE & RIGGING, INC. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **TNT CRANE & RIGGING, INC.** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

TNT CRANE & RIGGING, INC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

TNT CRANE & RIGGING, INC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1)** does not boycott energy companies; and
- (2)** will not boycott energy companies during the term of the contract.

In this provision:

- (1)** “Boycott energy company” has the meaning assigned by Section 809.001.
- (2)** “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3)** “Governmental entity” has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving CUSTOMER 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

7.6

TNT CRANE & RIGGING, INC. certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

NOT APPLICABLE (Data retention reference)

8.3

NOT APPLICABLE (Construction and Data retention reference)

8.4

NOT APPLICABLE (Data retention reference)

8.5

NOT APPLICABLE (Data retention reference)

8.6

The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which TNT CRANE & RIGGING, INC. seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.

8.7

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the QUOTE or any other document put forth by TNT CRANE & RIGGING, INC., JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

8.9

NOT APPLICABLE (Factoring Receivables reference)

9.1

In the event of any conflict between the terms and provisions of this Addendum and

the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. **THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY TNT CRANE & RIGGING, INC. IS HEREBY DELETED.**

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
Christopher Boedeker
As Johnson County Judge

6-24-24
Date

Attest: April Day
County Clerk, Johnson County



6-24-24
Date

TNT CRANE & RIGGING, INC.:

James Balagia
Signature of Authorized Person

6/17/2024
Date

James Balagia
Printed Name of Authorized Person

Contracts Attorney
Position of TNT CRANE & RIGGING, INC.
Authorized Person