

MAY 10 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom

TODAY'S DATE: April 30, 2019

DEPARTMENT: Purchasing

DEPARTMENT HEAD: Ralph McBroom

REQUESTED AGENDA DATE: May 10, 2019

SPECIFIC AGENDA WORDING: Consider and approve Master Rental Agreement and Johnson County Contract Terms Addendum to Rental Contract and Star Tractor LTD. Rental Agreement for rental of equipment.

PERSON(S) TO PRESENT ITEM: Ralph McBroom C.P.M.

SUPPORT MATERIAL:

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: X
WORKSHOP
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: X
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER:

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

**MASTER RENTAL AGREEMENT AND
JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO RENTAL CONTRACT**

This Master Rental Agreement And Johnson County Contract Terms Addendum to Rental Contract, (hereinafter referred to as the "AGREEMENT") is between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and STAR TRACTOR LTD. (hereinafter referred to as "VENDOR"), collectively referred to as the "PARTIES", and is a master rental agreement and an addendum to the Rental Contract of Vendor between the Parties for the rental of equipment and together this AGREEMENT and the Rental Contract shall constitute the entire and complete contract between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and understand as follows:

1. This Agreement is to apply to each and every Rental Contract for the rental of equipment by County from Vendor after the date this Agreement is approved by the Parties and shall continue to be effective until APRIL 30 20 20. A signed copy of this Agreement shall be attached to and become part of each Rental Contract between the Parties as though said copy of this Agreement were an original. In the event a signed copy of this Agreement is not attached to a Rental Contract, the Parties agree that the terms and conditions of the Agreement will apply to the Rental Contract as though said Agreement had been attached.
2. This Agreement is to clarify, limit, modify or delete terms and provisions of the Rental Contract and in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of those contractual provisions tendered to Johnson County in the Rental Contract, this Agreement shall control and amend the contractual provisions of the Rental Contract and any provisions in the Rental Contract to the contrary are hereby deleted.
3. This Agreement is being executed in order to facilitate County being able to rent equipment from Vendor on an "as needed" basis and that when a representative of County signs the Rental Contract upon taking possession of the equipment, the representative of County is acknowledging the tender or delivery of Vendor's equipment, the rate to be charged and the time period of the rental; however, the representative of County is not agreeing to or binding the County to any terms and conditions that conflict with this Agreement.
4. Each Rental Contract with a signed copy of this Agreement attached will be an effective agreement between the Parties upon the Purchasing Agent of County issuing a Purchase Order for the rental of equipment listed on the Rental Contract and a representative of County signing the said Rental Contract.

5. Either Party may cancel this Agreement by providing written notice to the other Party thirty (30) days prior to cancellation.
6. 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 will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision in the Rental Contract stating that County agrees to waive any right to trial by jury is hereby deleted.
7. 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 in the Rental Contract to the contrary is hereby deleted.
8. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term in the Rental Contract which provides for such a claim is hereby deleted.
9. Under the Texas 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 in the Rental Contract of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
10. County is a political subdivision of the State of Texas, and therefore has certain governmental/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 (Chapter 101, Texas Civil Practice and Remedies Code); therefore, any provisions in the Rental Contract requiring County to provide and maintain any insurance in excess of the statutory maximum limits are hereby deleted.
11. County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions in the Rental Contract to the contrary are hereby deleted.
12. County will provide property insurance covering the replacement (fair market value) cost of the equipment rented and will provide Vendor with a certificate of insurance.
13. County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions in the Rental Contract to the contrary are hereby deleted.

14. County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
15. County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
16. Except for a heavy equipment tax, County does 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 Rental Contract, the equipment or its use; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
17. 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 in the Rental Contract to the contrary are hereby deleted.

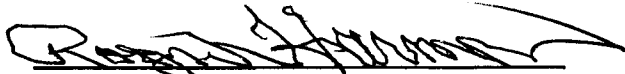
18. To the extent, if any, that any provision in this Agreement is in conflict with Chapter 552 of the Texas Government Code (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.
19. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears

on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Roger Harmon
County Judge

05/10/19
Date

Attest:

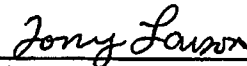


County Clerk, Johnson County



05/10/19
Date

VENDOR:



Authorized Representative
Printed Name: TONY LARSON
Title: MANAGER

1-21-2019
Date

1/21/2019

Star Tractor Ltd - Rental Rate Sheet

Tony Larson: (817) 223-5577 Office: (817) 441-2888

Web Site: www.startractor.com Email: tony-allen@startractor.com

Located at 1500 NE Loop 820 in Fort Worth, TX (Blue Mound Road Exit)

**Rentals subject to state and local taxes. Delivery and pick up charges not included in the stated rental rates.*

**Prices and availability are subject to change without notice.*

25 TON ARTIC TRUCK

JOHN DEERE 250D II

\$1000/day

\$3000/week

\$9000/month

54" PADFOOT

APT 1300PD

\$233/day

\$700/week

\$2100/month

66" PADFOOT

DYNAPAC CA1500PD

\$322/day

\$966/week

\$2900/month

84" PADFOOT

DYNAPAC CA2500PD

\$433/day

\$1300/week

\$3900/month

15 TON PNEUMATIC

DYNAPAC CP142

\$322/day

\$966/week

\$2900/month

30 TON PNEUMATIC

DYNAPAC CP271

\$466/day

\$1400/week

\$4200/month

47" ASPHALT ROLLER

INGERSOLL RAND DD24

\$200/day

\$600/week

\$1800/month

VOLVO DD29

54" SMOOTH DRUM

CATERPILLAR CS323C

\$233/day

\$700/week

\$2100/month

66" SMOOTH DRUM

DYNAPAC CA150D

\$322/day

\$966/week

\$2900/month

84" SMOOTH DRUM

DYNAPAC CA2500D

\$433/day

\$1300/week

\$3900/month

CAT D5G

CATERPILLAR D5K2 XL

\$466/day

\$1400/week

\$4200/month

JOHN DEERE 650K LGP

CAT D6K

JOHN DEERE 700K

\$644/day

\$1933/week

\$5800/month

JOHN DEERE 700K XLT

CAT D6T

JOHN DEERE 850K

\$944/day

\$2833/week

\$8500/month

KOMATSU D65EX-15EO

KOMATSU D65WX-17

DEERE 450

JOHN DEERE 450J LGP

\$355/day

\$1066/week

\$3200/month

CAT 953

CATERPILLAR 953C

\$666/day

\$2000/week

\$6000/month

CAT 953D

CATERPILLAR 953D

\$722/day

\$2166/week

\$6500/month

CAT 963K

CATERPILLAR 963K

\$944/day

\$2833/week

\$8500/month

CAT 304/305

CATERPILLAR 304C CR

\$277/day

\$833/week

\$2500/month

CAT 308

CATERPILLAR 308E2 CR

\$422/day

\$1266/week

\$3800/month

CAT 312

CATERPILLAR 312EL

\$422/day

\$1266/week

\$3800/month

JOHN DEERE 120C

CAT 320

CATERPILLAR 320 FL

\$577/day

\$1733/week

\$5200/month

CATERPILLAR 320EL

KOMATSU PC210LC-10

VOLVO EC220DL

CAT 320 W/ THUMB

KOMATSU PC200LC-8

\$666/day

\$2000/week

\$6000/month

Cat 324 Zero Turn

VOLVO ECR235DL

\$722/day

\$2166/week

\$6500/month

CAT 325

CATERPILLAR 329EL

\$722/day

\$2166/week

\$6500/month

KOMATSU PC290LC-10

CAT 325 W/ THUMB

KOMATSU PC270LC-8

\$777/day

\$2333/week

\$7000/month

CAT 330

KOMATSU PC360LC-10

\$944/day

\$2833/week

\$8500/month

CAT 336

CATERPILLAR 336EL

\$944/day

\$2833/week

\$8500/month

LONG REACH - 50 Ft. Reach

CATERPILLAR 320EL

\$1000/day

\$3000/week

\$9000/month

KOMATSU PC200LC-8

CAT 312 W/ BREAKER

JOHN DEERE 120C

\$833/day

\$2500/week

\$7500/month

CAT 320 W/ BREAKER

KOMATSU PC200LC-8

\$1055/day

\$3166/week

\$9500/month

VOLVO EC220DL

CAT 330 W/ BREAKER

KOBELCO SK350LC-9

\$1555/day

\$4666/week

\$14000/month

FORKLIFT

JOHN DEERE 488E

\$200/day

\$600/week

\$2000/month

BACKHOE - 4x4

CASE 580N

\$200/day

\$600/week

\$2000/month

JOHN DEERE 310J

JOHN DEERE 310K

CAT RM300 - Asphalt Recycling

CATERPILLAR RM300

\$1950/day

\$4666/week

\$14000/month

CAT RM300 - Soil Stabilization

CATERPILLAR RM300

\$1650/day

\$4000/week

\$12000/month

CAT SS250 - Asphalt Recycling

CATERPILLAR SS250B

\$1650/day

\$4000/week

\$12000/month

CAT SS250 - Soil Stabilization

CATERPILLAR RM250C

\$1250/day

\$3000/week

\$9000/month

CATERPILLAR SS250B

CMI RS425 - Asphalt Recycling

TEREX CMI RS425C

\$1950/day

\$4667/week

\$14000/month

CAT 120

CATERPILLAR 120M

\$665/day

\$2000/week

\$6000/month

CAT 140H

JOHN DEERE 770G

\$722/day

\$2166/week

\$6500/month

CAT 160H

CATERPILLAR 160H

\$833/day

\$2500/week

\$7500/month

JOHN DEERE 870GP

DEERE 672

JOHN DEERE 672G

\$722/day

\$2166/week

\$6500/month

M530

CATERPILLAR D3G LGP

\$611/day

\$1833/week

\$5500/month

TRACK SKID STEER - 70 HP

KUBOTA SVL75-2

\$266/day

\$800/week

\$2400/month

KUBOTA SVL75-2HW

KUBOTA SVL75-2HWC

TRACK SKID STEER - 90 HP

KUBOTA SVL90-2HFC

\$322/day

\$966/week

\$2900/month

KUBOTA SVL95-2S

500 Gal. Vac-Tron

VAC-TRON LP555-DT

\$433/day

\$1300/week

\$3000/month

VAC-TRON LP573XDT

WATER TRUCK - 2500

STERLING L8500

\$300/day

\$900/week

\$2400/month

3 YARD WHEEL LOADER

CATERPILLAR 926M

\$466/day

\$1400/week

\$3600/month

4.25+ YARD WHEEL LOADER

JOHN DEERE 644K

\$777/day

\$2333/week

\$4000/month