

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR  
EQUIPMENT AND TOOL RENTAL SERVICES  
WITH  
SUNBELT RENTALS, INC.**

**THE STATE OF TEXAS**

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**CITY OF ROUND ROCK**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

THAT THIS Agreement for equipment and tool rental services need to support the City of Round Rock’s Parks and Recreation Department operations (referred to herein as the “Agreement”), is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2021, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the “City”) and SUNBELT RENTALS, INC., whose offices are located at 2341 Deerfield Drive, Fort Mill, South Carolina 29715 (referred to herein as the “Vendor”).

**RECITALS:**

WHEREAS, City desires to enter into an agreement for the rental of equipment and tools needed to support the City’s Parks and Recreation Department operations; and

WHEREAS, City is a member of OMNIA Partners Cooperative and Vendor is an approved OMNIA Partners vendor; and

WHEREAS, the City desires to purchase certain services from Vendor through OMNIA Partners Cooperative Contract No. R200601 to receive pricing and services as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy or rent specified goods and/or services and Vendor is obligated to provide said goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## 2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement shall be from the effective date of the Agreement until October 31, 2025. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

## 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## 4.01 ITEMS AWARDED AND SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services

described under the attached Exhibit “A” at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.01 COSTS**

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit “A.”

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** for the term of this Agreement.

## **6.01 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- A. Delivery or performance dates.

## **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **9.01 GRATUITIES AND BRIBES**

City may, by written notice to Service Provider, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Service Provider's charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE SERVICE PROVIDERS**

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

#### **12.01 INSURANCE**

Vendor shall meet all requirements required by the City as set forth at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Rick Atkins  
Parks and Recreation Director  
301 West Bagdad Avenue, Suite 250  
Round Rock, Texas 78664  
(512) 341-3344  
[ricka@roundrocktexas.gov](mailto:ricka@roundrocktexas.gov)

#### **14.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

#### **15.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Service Provider, or Service Provider's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

#### **19.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the

other party.

## **20.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

Sunbelt Rentals, Inc.  
2341 Deerfield Drive  
Fort Mill, South Carolina 29715

### **Notice to City:**

City Manager		Stephen L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

## **21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## **23.01 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9

USC Section 1-14) or any applicable state arbitration statute.

#### **24.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Service Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]



IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Sunbelt Rentals, Inc.**

By:   
Printed Name: Stephanie L. Ransone  
Title: Senior Customer Contract Manager  
Date Signed: 06/11/2021

**Attest:**

By: \_\_\_\_\_  
Sara White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

# Exhibit "A"

City of Round Rock, Texas

Price Sheet

Sunbelt Rentals, Inc.

Omnia Partners Contract No. R200601

The City of Round Rock would like to enter into a contract with Sunbelt Rentals, Inc per the terms of Omnia Partners Contract R200601. The City intends to purchase from this contract equipment and tool rental services in an annual amount not to exceed \$60,000.00

Contract Term: Effective from date of execution and will expire on 10/31/2025 per Omnia Partners Contract R200601

Cat-Class	Description	Day	Week	Month
9_70	56KW DIESEL GENERATOR	\$345.00	\$925.00	\$2,115.00
9_40	36KW DIESEL GENERATOR	\$250.90	\$664.85	\$1,564.69
9_30	20KW DIESEL GENERATOR	\$175.00	\$483.12	\$1,068.63
9_100	100KW DIESEL GENERATOR	\$445.00	\$995.00	\$2,800.00
7_29	30-33' ELECTRIC SCISSOR NARROW	\$225.00	\$565.00	\$1,120.00
7_28	30-33' ELECTRIC SCISSOR	\$210.00	\$507.00	\$995.00
7_25	19' ELECT SCISSORLIFT	\$145.00	\$250.00	\$435.00
7_16	40-44' ELECT SCISSOR NARROW	\$315.00	\$775.00	\$1,735.00
7_11	25-26' ELECT SCISSOR NARROW	\$165.00	\$315.00	\$615.00
64_220	PLATE TAMPER 200LB CLASS 19.5" WIDE	\$95.00	\$250.00	\$600.00
6_1	SPIDER BOX TPB50P	\$75.00	\$205.00	\$725.00
58_855	120' STR MANLIFT W/JIB	\$1,300.00	\$3,500.00	\$8,250.00
58_822	80' STR MANLIFT	\$675.00	\$1,656.00	\$3,970.00
58_823	80' STR MANLIFT W/JIB	\$715.00	\$1,762.00	\$4,075.00
58_803	80' ART MANLIFT W/JIB	\$713.32	\$1,775.00	\$4,048.69
58_626	60' STR MANLIFT W/JIB	\$460.00	\$1,205.00	\$2,650.00
58_624	60' STR MANLIFT	\$440.00	\$1,125.00	\$2,500.00
58_607	60' ART MANLIFT W/JIB	\$400.00	\$1,195.00	\$2,715.00
58_49	50' TOWABLE ART MANLIFT	\$355.00	\$875.00	\$2,300.00
58_455	45' ART MANLIFT	\$288.00	\$740.00	\$1,584.00
58_457	45' ART MANLIFT W/JIB	\$300.00	\$785.00	\$1,650.00
58_45	34' TOWABLE ART MANLIFT	\$327.95	\$745.00	\$1,950.45
58_440	45' ART ELECT MANLIFT JIB	\$345.00	\$930.00	\$2,200.00
58_435	40' ART ELECT MANLIFT NARROW JIB	\$341.00	\$915.00	\$2,150.00
58_426	40' STR MANLIFT W/JIB	\$340.00	\$785.00	\$1,850.00
58_424	40' STR MANLIFT	\$285.00	\$705.00	\$1,625.00
58_343	34' ART MANLIFT	\$330.73	\$819.60	\$1,825.00
58_301	30' ART ELEC MANLIFT NARROW ROTAJIB	\$325.00	\$785.00	\$1,798.00
56_620	10K 55' SHOOTING BOOM FORKLIFT	\$635.00	\$1,600.00	\$3,300.00
56_330	6K-7K 42' SHOOTING BOOM FORKLIFT	\$389.03	\$975.00	\$2,250.00
56_230	5500LB 19' SHOOTING BOOM FORKLIFT	\$335.00	\$850.00	\$2,100.00
55_235	5000LB IND FORKLIFT LOW MAST DF	\$205.00	\$585.00	\$1,310.00
55_220	5000LB IND FORKLIFT DF	\$187.62	\$537.56	\$1,147.42
53_230	4WD STANDARD BACKHOE CANOPY	\$315.00	\$865.00	\$1,105.00
49_6	SKIDSTEER / MINI EX AUGER ATTACHMENT	\$111.87	\$278.20	\$754.40
48_510	1500-2100LB TRACK SKIDSTEER	\$265.00	\$804.80	\$2,016.35
48_400	1500-2000LB SKIDSTEER	\$235.00	\$750.00	\$1,425.00
43_230	3" GAS TRASH PUMP	\$75.00	\$190.00	\$470.00
41_163	6X6X11 SOLIDS VAC 74HP QF CONTR PUMP	\$300.00	\$875.00	\$3,295.00
40_45	LITTER VACUUM RIDE-ON - OUTDOOR	\$445.00	\$1,465.00	\$2,850.00
40_35	SWEEPER MID-SIZED RIDE-ON LP	\$395.00	\$1,440.00	\$2,520.00
40_31	SWEEPER COMPACT RIDE-ON BATTERY	\$265.00	\$745.00	\$1,600.00
40_230	SWEEPER/SCRUBBER INDUSTRIAL RIDE-ON LPG	\$610.00	\$2,000.00	\$4,240.00
40_220	SCRUBBER INDUSTRIAL RIDE-ON LPG	\$555.00	\$1,780.00	\$4,040.00
40_200	SCRUBBER MICRO RIDE-ON BATTERY	\$255.00	\$835.00	\$1,810.00
40_118	SCRUBBER W/B MIDSIZE 28"	\$190.00	\$580.00	\$1,235.00
40_115	SCRUBBER W/B 28" PATH BATTERY	\$225.00	\$575.00	\$1,650.00
40_110	SCRUBBER W/B 20" PATH BATTERY	\$155.00	\$480.00	\$900.00
39_60	12" CHIPPER	\$457.03	\$1,139.28	\$2,856.42
37_85	36" TRACK TRENCHER WALK BEHIND	\$255.00	\$695.00	\$1,782.48
37_80	24" TRACK TRENCHER WALK BEHIND	\$255.00	\$515.00	\$1,625.00
35_140	7,500LB MINI EXCAVATOR	\$305.00	\$775.00	\$1,655.00
35_130	6,000LB MINI EXCAVATOR	\$243.65	\$670.67	\$1,605.37
35_120	3,500LB MINI EXCAVATOR	\$270.00	\$725.00	\$1,675.00
32_220	CONCRETE PLANER 8" GAS/PROP	\$265.00	\$665.84	\$1,716.66
24_1102	12"DECK SINGLE AXLE TILT TRAILER <10K#	\$50.00	\$165.00	\$425.00
22_140	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL	\$265.00	\$760.00	\$1,875.00
22_120	36" DOUBLE DRUM RIDE-ON ROLLER	\$245.00	\$725.00	\$1,650.00
20_50	14" GAS CUTOFF SAW	\$85.00	\$195.00	\$540.00
18_5	TRENCH ROLLER W/ REMOTE	\$299.33	\$795.00	\$1,810.00
155_67	50' #2 BANDED 5-WIRE	\$15.67	\$47.03	\$141.79
155_245	CABLE RAMPS	\$10.00	\$35.00	\$75.00
155_100	4/0 CAMLOCK CABLE 50'	\$26.41	\$53.10	\$125.00
152_3310	6X20 ORANGE/CLEAR SUC BAUER HOSE	\$34.21	\$79.89	\$225.00
150_800	50' SPIDERBOX CABLE 6/4	\$35.10	\$108.61	\$320.00
150_25	3/4" X 50' AIR COMPRESSOR HOSE	\$13.25	\$25.47	\$52.38
120_120	65LB CLASS DEMOLITION HAMMER	\$117.42	\$309.50	\$745.09
12_410	4000W NARROW HORIZONTAL MAST LIGHT TOWER	\$102.00	\$233.64	\$515.41
109_1270	70 TON SCROLL CHILLER	\$675.00	\$2,045.00	\$5,725.00
109_1005	10 TON SCROLL CHILLER	\$335.00	\$1,001.66	\$3,020.16
108_245	40 TON AIR CONDITIONER NON-XP NEMA 4	\$575.00	\$1,350.00	\$4,950.00
108_230	25 TON AIR CONDITIONER W/HEATER 480V 3PH	\$550.00	\$1,400.00	\$3,885.00
108_216	12 TON AIR CONDITIONER W/HEATER 208V 3PH	\$485.00	\$1,150.00	\$2,450.00
107_2018	1T PORTABLE HEAT PUMP/AC/DEHU	<del>\$205.73</del>	<del>\$400.00</del>	<del>\$1,700.00</del>
		\$140.00	\$285.00	\$607.00

