

MAY 10 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Ralph McBroom

TODAY'S DATE: April 28, 2021

DEPARTMENT: Purchasing

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: May 10, 2021

SPECIFIC AGENDA WORDING: Consideration of Prime Source Construction, Inc. Roofing Proposal for the installation of a new roof for the Johnson County Annex Building under the TIPS Cooperative Contract Number 181101 for \$87,600.00 and Johnson County Contract Terms Addendum to "Roofing Proposal" from Prime Source Construction, Inc.

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

SUPPORT MATERIAL: (See attached)

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: X
WORKSHOP

CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER: SO

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

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

PRIME SOURCE CONSTRUCTION

147 Ranchway Dr. Burleson, TX 76028 817-426-5000 FAX 817-426-5007

March 19, 2021

Johnson County
Attn: Josh Green
247 Elk Drive
Burleson, TX 76028

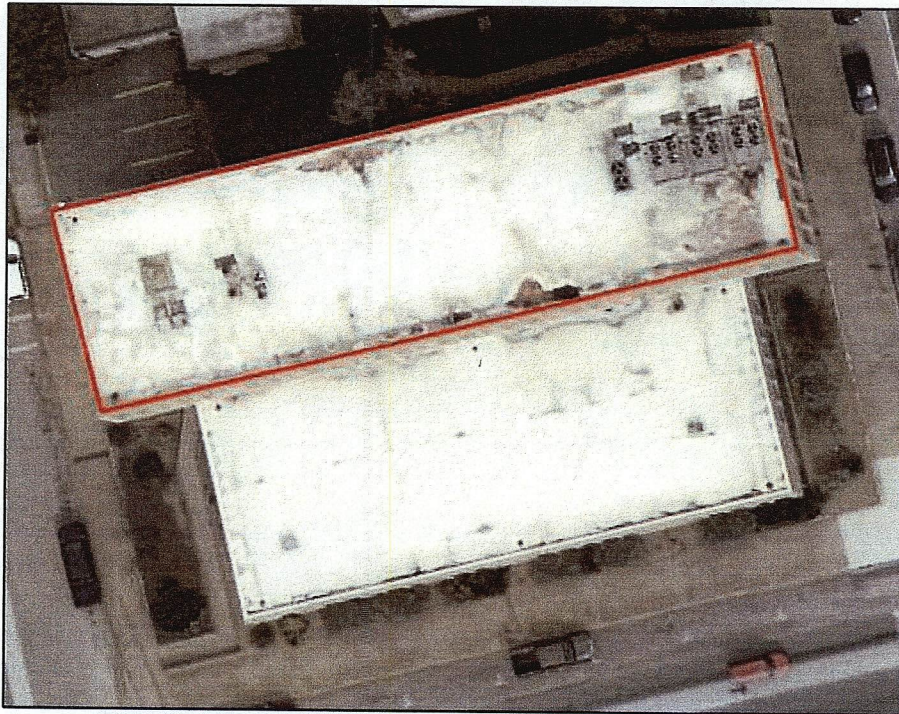


THE INTERLOCAL PURCHASING SYSTEM

Contract #181101

ROOFING PROPOSAL

We are pleased to submit this proposal for installing a new roof on the Johnson County Annex Building located at 2 North Mill Street, Cleburne, TX 76033. This proposal includes both labor and materials for the installation of a new Duro-Last roof system. This proposal is limited to the upper roof only highlighted in Red in the picture below and excludes all other roofs.



WORK INCLUDES

1. Remove any foreign materials and/or debris from existing roof.
2. Remove existing PVC roof system and ½" EPS insulation.
3. Remove loose pea gravel from existing roof and properly dispose.
4. Raise and reset all A/C units as necessary for proper installation.
5. Mechanically fasten Duro-Last approved Dens Deck high impact cover board on top of existing roof surface.
6. Mechanically fasten new 60 mil Duro-Last white PVC membrane over cover board.
7. Install new parapet flashings over Duro-Last underlayment and terminate roof system with standard termination bar.
8. Install walk pads at all A/C units, ship ladders and roof hatches.
9. Install all related manufacturer required accessories including: vents, stacks, flashings, curbs, scuppers, edging, drains, etc.
10. Clean up and properly dispose of all roofing related debris.
11. Provide for Manufacturer's inspection and acceptance of all completed work by a Factory Quality Assurance Inspector.
12. Furnish Owner with a standard Duro-Last Warranty covering Labor and Materials for **20** years. This shall not be pro-rated or contain exclusions for ponding water. This warranty shall be fully transferable if the building is sold during the warranty period.

EXCLUSIONS

1. Any structural deficiencies and/or conditions.
2. Plumbing, electrical and mechanical work.
3. Permits, testing and submittals.
4. Work not specified in line items above.

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project.
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Contractor shall not be responsible for existing building conditions such as but not limited to: trapped moisture in the existing roof, leaking roof, walls, windows, gutters, interior drains, pipes, air conditioning equipment, ducts, vents, fans, parapets, mansards, waterlines, electrical lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to interior of building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roof system, multiple roofs, the existence of mold and/or asbestos containing materials, results of the placement of new materials on the existing roof, normal construction foot traffic, and spalling from fasteners on concrete decks.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. 90% upon substantial completion
 - B. 10% upon issuance of warranty
6. This proposal, if accepted, shall become the entire agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
7. Price is good for delivery of materials for 60 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	\$ 87,600.00
8.25% Tax	\$ N/A
Total	\$ 87,600.00

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Prime Source Construction, Inc. by Fax 817-426-5007 or email Admin@PrimeSourceConstruction.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

Respectfully Submitted,
Brad Doty
Prime Source Construction, Inc.

**CONTRACT TERMS ADDENDUM
TO "ROOFING PROPOSAL" FROM PRIME SOURCE CONSTRUCTION, INC. FOR
THE JOHNSON COUNTY ANNEX BUILDING ROOFING PROJECT CONTRACT
BETWEEN JOHNSON COUNTY, TEXAS AND PRIME SOURCE CONSTRUCTION,
INC.
2021**

1.1

These terms are and shall be a part of any Agreement between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County"), and Prime Source Construction, Inc. (hereinafter referred to as "Prime Source". County and any, contractor or subcontractor may be referred to as a "PARTY" or collectively referred to as the "PARTIES".

1.2

The following documents shall comprise and constitute the entire and complete Agreement between the Parties:

- 1 This Contract Terms Addendum For The Johnson County Annex Building Roofing Project Contract Between Johnson County, Texas and Prime Source Construction, Inc. Roofing Proposal dated March 19, 2021.
2. The Terms for "Roofing Proposal" put forth by Prime Source Construction, 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. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

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.

2.3

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.

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 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 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 any other Party might lawfully seek to claim as confidential, then County will forward the request to such Party. It shall be the obligation of such Party 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 such Party in making such submission to the Texas Attorney General's Office. **The Parties 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 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

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by the other Party or Parties pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

7.2

Prime Source Construction, Inc. certifies that pursuant to Section 231.006 of the Texas Family Code 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. Prime Source Construction, Inc. states that it is not ineligible to receive State or Federal funds due to child support arrearages.

7.3

Prime Source Construction, 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. Prime Source Construction, Inc. further 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.

7.4

Notwithstanding any other provisions contained in the contract documents, the Commissioners Court of Johnson County, Texas must specifically approve any amendment to the terms of the contract.

7.5

COUNTY shall be entitled to copies of all construction documents and drawings utilized in the construction of the Project for COUNTY'S use in operating, maintaining and securing the building. Such documents and drawings shall not be used by COUNTY for any other building.

8.1

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 ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY PRIME SOURCE CONSTRUCTION, INC. IS HEREBY DELETED.***

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY

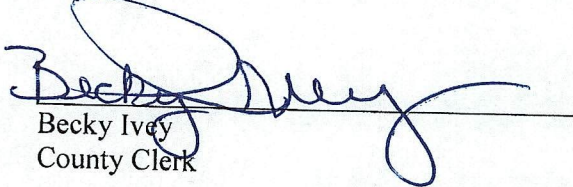


Roger Harmon
County Judge, Johnson County

5-10-21

Date

ATTEST:



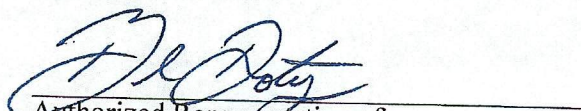
Becky Ivey
County Clerk

5-10-21

Date



PRIME SOURCE



Authorized Representative of
Prime Source Construction, Inc.
Brad Doty

3-19-21

Date