AGENDA ITEM
CA24

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 6/12/2026

Meeting Date: 7/13/2026

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

7.13.2026

Description:

Consider and Approve Terms Addendum and Estimate from DT Roofing in the amount of $31,159.76 for roof replacement at the Pecan Valley Brown Crest Property; with Authorization for County Judge to sign

(May attach additional sheets if necessary)

Person to Present: Codey Sibley

(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 ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☑ Facilities Management

Other Department/Official (list) _____

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

Approved in CC on 9/11/2023

Pecan Valley Centers
908 Brown Crest Rd
Burleson, TX 76028

6/8/26

Kevin Doskocil
Account Manager
Kevin@dtroofing.net
(254) 580-5184



Prepared By:
DT Commercial Roofing Systems
5900 E. US HWY 377 Suite 101
Granbury TX, 76049

Project Overview

Shingle Roof Replacement (Main Roof and Detached Garage):

- Tear Off 1 Layer of existing roofing shingles and up to two layers of existing felt
- Install 1 Layer of new synthetic felt underlayment nailed to deck using approved fasteners
- Remove & Replace 1.5" Pre-Painted Drip Edge
- Install starter shingles on perimeter of roof
- Install new Architectural Shingles
- Remove and replace hip and ridge cap shingles
- Replace all Pipe Boots with Lead Pipe Boots
- R&R Turtle Vent (750 slant back vent)
- Detach and Reset Satellite Dish (Confirm if still in use)
- R&R Split boot at electric mast
- Install Ice/Water shield moisture barrier in valleys
- R&R Turbines Per Insurance Scope
- Haul away debris with provided dumpsters
- Full & Thorough Cleanup

Proposed Shingle: Tamko Titan XT - (Class 3)
Color: TBD

Roof Warranty:

- Limited Lifetime Warranty on materials from manufacturer
- Five year contractor watertight warranty from DT Commercial Roofing

Additional Work:

- Repair area of damaged fascia (Approximately 16lf) and soffit (32sf) as needed
- Seal and Paint fascia and soffit

City of Burleson Permit Fee: Unknown
*If Permit Fee is applicable this will be added to the final invoice once obtained.

Total Price: $31,159.76
Tax: Tax Exempt

TIPS Non-JOC: #25010401

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO DT COMMERCIAL ROOFING SYSTEMS AGREEMENT
(908 Brown Crest Rd Burleson, Tx – Pecan Valley Center)

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 **DT COMMERCIAL ROOFING SYSTEMS** may be referred to herein as **"DT COMMERCIAL"** or **"COMPANY".**

1.2

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

1.3

The Parties recognize that DT COMMERCIAL is also subject to provisions of the **TIPS-USA Interlocal Cooperative Purchasing Agreement No. 25010401**.

1.4

This Addendum, combined with the terms of the attached Proposal from DT COMMERCIAL ROOFING SYSTEMS, upon execution by both parties, constitutes a contractual Agreement between JOHNSON COUNTY, TEXAS and DT COMMERCIAL ROOFING SYSTEMS.

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 commissioner's 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. DT COMMERCIAL 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. DT COMMERCIAL 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 DT COMMERCIAL 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 **DT COMMERCIAL** might lawfully seek to claim as confidential, then COUNTY will forward the request to **DT COMMERCIAL.** It shall be the obligation of **DT COMMERCIAL** 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 **DT COMMERCIAL** in making such submission to the Texas Attorney General's Office. **DT COMMERCIAL acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information**

and are <u>not confidential</u>.

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

DT COMMERCIAL 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. **DT COMMERCIAL** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

DT COMMERCIAL 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. **DT COMMERCIAL** 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

DT COMMERCIAL 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

DT COMMERCIAL 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 COMPANY 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

DT COMMERCIAL 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 Unites States Government.

7.7

DT COMMERCIAL certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the "China Tech Prohibitions".

7.8

Further, **DT COMMERCIAL** certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the "China Tech Prohibitions".

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

Notwithstanding any other provision in this Addendum or the associated documents, to the extent **DT COMMERCIAL** is being contracted to provide information technology and services or to maintain and make available information for use by JOHNSON COUNTY and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of JOHNSON COUNTY, TEXAS or the State of Texas or a political subdivision thereof.

8.3

To the extent **DT COMMERCIAL** is being contracted to provide construction management services, construction services or engineering services and to accumulate data and information then **DT COMMERCIAL** shall make any accumulated data, records or information available for use by Johnson County. Accumulated data, records and information are and shall be the property of Johnson County, Texas or the State of Texas.

8.4

At the termination of this Agreement, to the extent DT COMMERCIAL possesses or controls access to JOHNSON COUNTY data, upon request by COUNTY, DT COMMERCIAL must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. DT COMMERCIAL recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

8.5

All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. JOHNSON COUNTY'S securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

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 COMPANY 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 contact or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the Master Services and Purchasing Agreement for Agency or any other document put forth by DT COMMERCIAL, 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

DT COMMERCIAL will not factor its receivables (from JOHNSON COUNTY) to any company or bank without the permission of the Johnson County Commissioners Court.

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 DT COMMERCIAL IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
As Johnson County Judge

7-13-26
Date

Attest: April Long
County Clerk, Johnson County



7-13-26
Date

DT COMMERCIAL:

DT Commercial Roofing Systems
Brent Carr
President
DT COMMERCIAL

6/24/26
Date