



1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 / FAX 972.874.1391
www.armko.com

OWNER: Cedar Hill Independent School District

PROJECT: Exhibit "A" Multiple Roof/ HVAC Replacement Projects

AGREEMENT FOR CONSULTING SERVICES

AGREEMENT MADE this 27th day of November 2012, between Cedar Hill Independent School District (hereinafter referred to as the "Client") and Armko Industries, Inc. (hereinafter referred to as Armko); in consideration of the mutual promises herein contained, the parties hereto agree as follows:

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform Roof /HVAC consulting services specifically requested by the Client. The services to be provided may relate to some or all of the following: construction documents which would include; specifications, roof plans and details; bidding or negotiation backup; major phase quality assurance observations; final observations and progress payment requests; and/or other work agreed to by the parties. Armko, may, or may not specify materials distributed by Armko. Armko shall perform any or all of the afore-described services for the Client as an independent consultant and not as an employee.

SCHEDULE C – FULL SERVICE

SCHEMATIC DESIGN - PHASE 1

- A. Perform building evaluation and establishment of the Scope of Work.
- B. Identify areas of concern for the new work as well as the existing conditions.
- C. Establish tie-in options and weather tightness of the existing facility during demolition.
- D. Provide preliminary drawings and or sketches.

DESIGN DEVELOPMENT - PHASE 2

- A. Development of preliminary drawings, including the following:
 - 1. Roof / HVAC Plans
 - 2. Roof / HVAC/Electrical/Plumbing details
- B. Define major waterproofing elements
- C. Define the roofing, waterproofing, mechanical, electrical, and plumbing specifications

CONSTRUCTION DOCUMENT - PHASE 3

- A. Preparation of the construction documents, including the following:
 - 1. Specifications and establishment of the Scope of Work
 - 2. Compile and print Bid Package and General Conditions
 - 3. Roof/ HVAC Plans
 - 4. Roof/ HVAC/Electrical/ Plumbing Details
 - 5. Waterproofing details
- B. Provide review of architectural drawings for flashing including the following:
 - 1. Exterior Elevations
 - 2. Mechanical/ Electrical/ Plumbing Details
 - 3. Plan Details
- C. Finalize the project specifications for the roofing and waterproofing sections of the project manual.

BIDDING - PHASE 4 – (80% of Net Consulting Contract if not distributing upon completion of Phase 4)

- A. Assist in notification to the construction community.
- B. Assist at pre-proposal and/or proposal conference.
- C. Cooperative evaluation and selection of successful bidder.

CONSTRUCTION - PHASE 5 – (20% of Net Consulting Contract if not distributing)

- A. Perform submittal review.
- B. Assist at and/or conduct pre-construction and pre-installation meetings.
- C. On-site observations of work (two hours per week maximum).
- D. Monthly progress payment request review.
- E. Final observations and progress payment request review.
- F. Maintain photo manifest of work in place.
- G. Provide daily observation reports of each visit to Owner.

Total for Schedule C: Six (6) % of Net Construction Contract

Exclusions: Structural Engineering, Interior Acoustical, and Interior Architectural Modifications

QUALITY ASSURANCE OBSERVER

- A. Additional visits over and above the two (2), two (2) hour on site weekly visit as described in Schedule C, shall be billed at the hourly rates designated herein for the personnel required on an hourly basis.
- B. Full-time Quality Assurance Inspector if specifically requested in writing shall be \$120.00 per hour, plus reimbursable expenses, based on one eight hour work day.

TERMS

Phases for Schedule C where applicable will be invoiced at the completion of the Phase prior to construction for 80% of total billable amount. Balance due of 20% of total billable amount for Schedule C will be invoiced in monthly increments until completion of project. (80% does not apply to detail design and no quality assurance).

Armko shall receive payment within thirty (30) days after receipt of invoice by Client according to the aforementioned schedule of fees. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

LIMITATION OF LIABILITY/WARRANTIES

With respect to the service to be performed by Armko, pursuant to the terms of this agreement, Armko shall not be liable or responsible for, and it shall be saved and held harmless by client from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this contract, unless such claim is caused by the negligence, gross negligence or intentional act of Armko, its employees or agents.

Client agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the client by Armko and contains all of the covenants and agreements between the parties with respect to such transaction in any matter whatsoever.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Dallas County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate thirty (30) days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said thirty (30) days period. Payment for all services performed prior to the termination date shall be due within five (5) days after said termination date, unless earlier payment is required under any other provision of this agreement.

REGISTERED FIRM

Armko is a registered engineering firm with a registered architects on staff. To clarify and avoid conflict, if the roof material from the manufacturer issuing the warranty on the roofing project is purchased from Armko Industries, Inc., any fees for the performance of Schedule C on that part of the project will be waived. In this case Armko's consulting services include any services and/or review by an engineer and/or architect that are necessary to complete the consulting services at no fee. The Texas Board of Architectural Examiners^[1] has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Professional Engineers^[2] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

^[1] Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, (512) 305-9000.

^[2] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

Cedar Hill Independent School District
285 Uptown Boulevard, Building 300
Cedar Hill, TX 75104

ARMKO INDUSTRIES, INC.
1320 Spinks Road
Flower Mound, TX 75028

By: _____
Print Name: _____
Title: _____
Date: _____

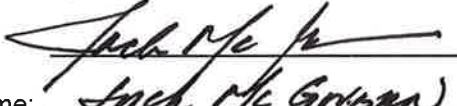
By: 
Print Name: Jack Mc Gibran
Title: Project Consultant
Date: 11/27/12

EXHIBIT "A"

AGREEMENT FOR SERVICES SCOPE OF WORK FOR ROOFING/ HVAC PROJECTS

1. **HIGH POINTE ELEMENTARY SCHOOL**
 - a. Replace existing roof system with Coal-tar Elastomeric Roof System
 - b. Replacement of existing rooftop HVAC units
 - c. Replace all gas and condensate piping

2. **Permenter Middle School**
 - a. Replace existing roof system with Coal-tar Elastomeric Roof System
 - b. Replacement of existing rooftop HVAC units
 - c. Replace all gas and condensate piping

3. **West Intermediate School**
 - a. Replace existing roof system with Coal-tar Elastomeric Roof System
 - b. Replacement of existing rooftop HVAC units
 - c. Replace all gas and condensate piping

4. **Plummer Elementary School**
 - a. Replace existing roof system with Coal-tar Elastomeric Roof System
 - b. Replacement of existing rooftop HVAC units
 - c. Replace all gas and condensate piping

5. **Maintenance Building**
 - a. Replace existing low-slope roof system with Coal-tar Elastomeric Roof System
 - b. Replace existing metal roof system with new metal roof system

6. **Ninth Grade Center/ Collegiate**
 - a. Repair existing roof membrane as determined

7. **Bessie Coleman Middle School**
 - a. Repair existing roof membrane as determined