



OWNER: DUNCANVILLE INDEPENDENT SCHOOL DISTRICT

**PROJECT: DUNCANVILLE HIGH SCHOOL
ROOF AREAS H, N, O AND Q**
900 W Camp Wisdom Road
Duncanville, TX 75116

1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 o / 972.874.1391 f
www.armko.com
Texas Registered Architectural Firm #BR369
Texas Registered Engineering Firm #F-006498

**AGREEMENT FOR CONSULTING SERVICES
REROOFING**

AGREEMENT MADE this 2nd day of October, 2025, between Duncanville 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 Roofing and Waterproofing Consulting Services specifically requested by the Client.

Armko shall perform these services for the Client as an independent consultant and not as an employee.

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SCHEDULE A – SERVICES

SCHEMATIC DESIGN - PHASE 1

- A. Perform building evaluation.
- B. Establish preliminary Scope of Work.
- C. Identify areas of concern for existing conditions.
- D. Define preliminary drawings and/or sketches:
 - 1. Roof Plans
 - 2. Roof Details, including unusual and difficult transitions between walls and roof elements
- E. Define the roofing specifications.

DESIGN DEVELOPMENT - PHASE 2

- A. Finalize Scope of Work.
- B. Establish tie-in options and weathertightness of the existing facility.
- C. Design the roofing specifications.
- D. Develop drawings:
 - 1. Roof Plans
 - 2. Roof Details, including unusual and difficult transitions between walls and roof elements

CONSTRUCTION DOCUMENTS - PHASE 3

- A. Prepare construction documents per agreed upon Scope of Work.
 - 1. Roofing Specifications
 - 2. Roof Plans
 - 3. Roof Details, including unusual and difficult transitions between walls and roof elements
- B. Compile Bid Package to include:
 - 1. General Requirements, if required
 - 2. Product Specifications
 - 3. Roof Plans
 - 4. Roof Details, including unusual and difficult transitions between walls and roof elements
- C. Provide distribution of Bid Package.

BIDDING - PHASE 4

- A. Assist in notification to the construction community.
- B. Assist at pre-proposal and/or proposal conference.
- C. Assist with bid questions, clarifications, and addenda.
- D. Provide technical assistance during the bidding/negotiation procedure, upon request.

CONSTRUCTION ADMINISTRATION - PHASE 5

- A. Perform submittal review.
- B. Facilitate and/or conduct pre-construction and pre-installation meetings.
- C. Provide major phase site presence with construction observations (two hours per week maximum).
- D. Provide observation reports of each site visit to Owner, including photographs.
- E. Respond to contractor questions (RFIs).
- F. Review monthly and final progress payment applications.
- G. Provide final observations.

Fee for Schedule A: \$150,000 Lump Sum

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REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and Additional Services and only include expenses incurred by the Armko Industries, Inc. employees and consultants in the interest of the Project, as identified in the following clauses. Reimbursable expenses shall be itemized and presented monthly by Armko Industries, Inc. to the Client, for payment upon approval by the Client's authorized representative. Reimbursable expenses shall be billed by Armko Industries, Inc. at Armko's actual costs, without mark-up, unless rates are specified below. Unless prior approval is provided by the Client, reimbursement shall be paid to Armko Industries, Inc. only for the following:

- i. Copies and reproduction of construction documents and drawings and specifications at Armko Industries Inc.'s actual cost.
- ii. Fees advanced for securing approval of authorities having jurisdiction over this Project at costs incurred by Armko Industries, Inc.
- iii. Reimbursement for travel, lodging, and meals authorized in advance by the Client.
- iv. Advertising/solicitations for bids at actual cost incurred by Armko Industries, Inc.

TERMS

Phases 1-4 for **Schedule A** will be invoiced at the completion of each Phase. Balance due for Phase 5-Construction Administration will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Schematic Design	10%
Phase 2 – Design Development	25%
Phase 3 – Construction Documents	40%
Phase 4 – Bidding	5%
Phase 5 – Construction Administration	20%

Armko shall receive payment within thirty (30) days after receipt of invoice by Client according to the payment schedule above. 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

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.

Any language, term or condition of this agreement to the contrary notwithstanding, Armko makes no express or implied warranties, including warranties of merchantability or fitness for any purpose, regarding Armko's service, which warranties are expressly disclaimed.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of Armko and Armko's officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the actual total of any applicable, available, remaining and/or available insurance policy limits which pertain to any claim made. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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Armko shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the project, since these are solely the contractor's rights and responsibilities.

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) day 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.

ANTI-BOYCOTT and ANTI-TERRORIST PROVISIONS

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Chapter 2252, Texas Government Code does not allow a governmental entity to contract with a company that does business with Iran, Sudan, or a foreign terrorist organization on a list prepared by the Texas Comptroller.

The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel, will not boycott Israel during the term of this contract, and that it does not contract with a prohibited entity listed by the Texas Comptroller.

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.

REGISTERED FIRM

Armko is a registered architectural and engineering firm. 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.

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SIGNATURE PAGE

DUNCANVILLE ISD
307 Crankshaft Drive
Duncanville, TX 75116

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

Signature

Print Name

Title

Date



Signature

Javier Flores

Print Name

Roofing & Building Envelope Consultant

Title

October 2, 2025

Date

ARMKO PROPOSAL CERTIFICATION

This is to hereby certify that this Agreement has been reviewed by me and is acceptable for presentation to the above client for execution.



Signature

Jack McGovern

Print Name

Project Manager

Title

October 2, 2025

Date