




College Station Independent School District

Success...each life...each day...each hour

MEMORANDUM

To: Amy Drozd, Chief Financial Officer

From: Jon Hall, Executive Director of Facilities 

Date: June 7, 2021

Subject: Consideration discussion and possible action related to naming ARMKO Industries as the roofing consultant for CSISD and the architect/engineer for any resulting roofing projects.

Agenda Item: K-1

BACKGROUND

Severe hail storms have swept through College Station recently and damaged the roofing on some of the buildings within CSISD.

After inspecting damages from one of these storms, an emergency board meeting was held on Tuesday, April 27th to approve emergency temporary repairs to both Southwood Elementary and Oakwood Intermediate School roofs.

After approval of that proposal, the work was immediately released and the temporary patch work was completed in about one week to prevent further water damage to those two school campus buildings.

Now that the short-term solution has been put in place, the long-term solution of roof replacement needs to be addressed for the two roofs mentioned and district buildings roofs as identified by ANCO Insurance as requiring replacement. To that end, ANCO Insurance has agreed to pay for the services of a roofing design consultant to prepare bid documents for replacement of those damaged roofs. Further, it is in the best interest of CSISD to retain a consultant to ensure all resulting roofing damage is assessed and valued properly.

ARMKO Industries is a recognized specialist in this building envelope work and they are the CSISD preferred roofing design consultant after being referred to us by VLK Architects. They have provided a standard fee proposal for a 7% fee, calculated as 7% of the construction cost of the work. This is an industry standard fee percentage for this type of work.

ARMKO Industries comes highly recommended from VLK Architects, CSISD's named architectural firm for the potential 2021 bond referendum as they stated ARMKO is the roofing consultant they would assign to the project. In addition, several other architectural firms that have previously submitted qualifications to CSISD listed ARMKO Industries as their roofing consultant.

RECOMMENDATION

It is recommended that the Board of Trustees of College Station Independent School District authorize the Superintendent or his designee to negotiate and execute a contract with ARMKO Industries to be CSISD's roofing consultant and act as the architect/engineer for any resulting roofing projects.



OWNER: COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

**PROJECT: MASTER SERVICE AGREEMENT:
FOR CONSULTING SERVICES INCLUDING BUT NOT
LIMITED TO ROOFING REPLACEMENT, REPAIRS
AND HAIL DAMAGE AT VARIOUS CAMPUSES**

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

**MASTER AGREEMENT FOR CONSULTING SERVICES
INCLUDING HAIL AND STORM EVENTS**

AGREEMENT MADE this 8th day of June, 2021, between **College Station 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 Building Envelope Consulting Services specifically requested by the Client.

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

**MASTER AGREEMENT FOR CONSULTING SERVICES FOR STORM DAMAGE AT VARIOUS CAMPUSES
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
2021 ROOFING REPLACEMENT AND REPAIRS**

SCHEDULE A – ROOF ASSESSMENT WITH INSURANCE CARRIER/ADJUSTER

- A. Visual examination of roofs that may have been damaged.
- B. Cross-section analysis of core samples of the roof system when core is taken.
- C. Lab tests of samples, as required.
- D. Determine extent of damage.
- E. Provide technical assistance.
- F. Coordinate Project Scope with Insurance Carrier.

Total for Schedule A: Fee for Schedule A is included in Schedule B

If lab testing is required, there will be a one-time charge of \$1,250.00 for the Core Report plus \$250.00 per sample tested, not to exceed 10 lab test samples.

SCHEDULE A1 - ROOF ANALYSIS

Roof Analysis

- A. Visual examination of interior and exterior roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
- B. Cross-section analysis of core samples of the roof membrane when core is taken.
- C. Analysis of insulation at core areas.
- D. Observation of topside of deck at core areas.
- E. Moisture meter readings of insulation and/or membrane, if applicable.
- F. Establish roof priorities, if applicable.
- G. Recommendations
- H. Budget Cost Estimate
- I. Existing Condition Photographs

Total for Schedule A1: Fee for Schedule A1 is included in Schedule B

SCHEDULE B – CONSTRUCTION SERVICES

CONSTRUCTION DOCUMENTS – PHASE 1

- A. Establish agreed upon Scope of Work
- B. Prepare construction documents per the Scope of Work
 - 1. Roofing Specifications
 - 2. Roof Plans
 - 3. Roof Details, including unusual and difficult transitions between walls and roof elements
- C. Compile Bid Package to include:
 - 1. General Requirements, if required and not part of district documents
 - 2. Product Specifications
 - 3. Roof Plans
 - 4. Roof Details, including unusual and difficult transitions between walls and roof elements
- D. Provide printing and distribution of Bid Package if required. Digital PDF file, upon request, for advertisement.

BIDDING – PHASE 2

- 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.

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2021 ROOFING REPLACEMENT AND REPAIRS**

CONSTRUCTION ADMINISTRATION – PHASE 3

- A. Perform submittal review.
- B. Assist at 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.

Total for Schedule B: 7% of Roofing and Waterproofing Construction Contract

ADDITIONAL ON-SITE OBSERVATIONS

Additional visits over and above the two hour weekly on-site observations as described in Schedule B shall be \$250.00 per hour, portal to portal, incurred only upon Client's written request.

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

Schedule A fee is included in Schedule B.

Schedule A1 fee is included in Schedule B.

Schedule B Phases 1-2 will be invoiced at the completion of each Phase. Balance due for Phase 3-Construction Administration will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Construction Documents	75%
Phase 2 – Bidding	5%
Phase 3 – 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.

**MASTER AGREEMENT FOR CONSULTING SERVICES FOR STORM DAMAGE AT VARIOUS CAMPUSES
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2021 ROOFING REPLACEMENT AND REPAIRS**

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 notwithstanding 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.

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 Brazos County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate 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.

**MASTER AGREEMENT FOR CONSULTING SERVICES FOR STORM DAMAGE AT VARIOUS CAMPUSES
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
2021 ROOFING REPLACEMENT AND REPAIRS**

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.

**MASTER AGREEMENT FOR CONSULTING SERVICES FOR STORM DAMAGE AT VARIOUS CAMPUSES
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
2021 ROOFING REPLACEMENT AND REPAIRS**

SIGNATURE PAGE

COLLEGE STATION ISD
RENE RAMIREZ
2000 Welsh Avenue
College Station, TX 77840

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

Signature

Print Name

Title

Date



Signature

Dennis Leifrig, IIBEC, CIT-1

Print Name

Roofing & Building Envelope Consultant

Title

June 8, 2021

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

Rodney R. Ruebsahm

Print Name

President

Title

June 8, 2021

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1. Name of business entity filing form, and the city, state and country of the business entity's place of business.

Armko Industries, Inc.
 Flower Mound, TX United States

Certificate Number:
 2021-738229

Date Filed:
 04/14/2021

Date Acknowledged:

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

College Station ISD

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract; and provide a description of the services, goods, or other property to be provided under the contract.

APN 21-1107-42
 A/E Consulting Services for Master Hail Damage Roofing & Repairs at Various Facilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ruebsahm, R. Ryan	Flower Mound, TX United States	X	
	Ruebsahm, Rodney R.	Flower Mound, TX United States	X	

5. Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Christine Stromberg, and my date of birth is 07/01/1947.

My address is 1320 Spinks Road, Flower Mound, TX, 75028, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of TX, on the 14th day of April, 20 21.
(month) (year)

Christine Stromberg
 Signature of authorized agent of contracting business entity
(Declarant)