



**OWNER: NUECES COUNTY**

**PROJECT: ROOF ASSESSMENT FOR  
NUECES COUNTY COURTHOUSE, OLD JAIL  
AND NEW JAIL FACILITIES**

901 Leopard Street  
Corpus Christi, TX 78401

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  
FOR ROOF ANALYSIS SURVEY**

AGREEMENT MADE this 9th day of April, 2021, between Nueces County (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.

**AGREEMENT FOR CONSULTING SERVICES  
NUECES COUNTY  
NUECES COUNTY COURTHOUSE, OLD JAIL AND NEW JAIL FACILITIES**

**SCHEDULE A - ROOF ANALYSIS AND REPORT**

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. Bitumen chemical analysis, if applicable.
- G. Establish roof priorities, if applicable.

Roof Analysis Report (written and oral presentation)

- A. Existing Conditions
- B. Recommendations
- C. Budget Cost Estimate
- D. Existing Condition Photographs
- E. Roof Plan

**Total for Schedule A: \$14,500.00 Lump Sum**

**TERMS**

**Schedule A** fee will be invoiced upon delivery of Roof Analysis Report.

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 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.

**AGREEMENT FOR CONSULTING SERVICES  
NUECES COUNTY  
NUECES COUNTY COURTHOUSE, OLD JAIL AND NEW JAIL FACILITIES**

**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 Nueces 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.

**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<sup>[1]</sup> has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Professional Engineers<sup>[2]</sup> has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

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

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

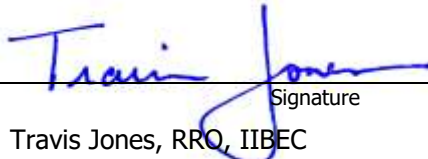
**AGREEMENT FOR CONSULTING SERVICES  
NUECES COUNTY  
NUECES COUNTY COURTHOUSE, OLD JAIL AND NEW JAIL FACILITIES**

**SIGNATURE PAGE**

**NUECES COUNTY**  
901 Leopard Street  
Corpus Christi, TX 78401


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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Travis Jones, RRO, IIBEC  
\_\_\_\_\_  
Print Name  
South Texas Regional Manager  
\_\_\_\_\_  
Title  
April 9, 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  
April 9, 2021  
\_\_\_\_\_  
Date