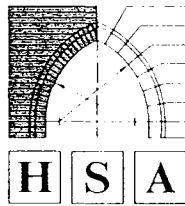


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**HESTERS and SANDERS ARCHITECTURE**

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Lufkin, Texas 75901  
PH: (936) 639-9330  
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COPIES

October 30, 2006

Mr. Jack Jackson  
Polk County Facility Study Group  
1201 W. Church St.  
Livingston, Texas 77351

Re: Proposed Polk County Judicial Center  
Livingston, Texas

Dear Mr. Jackson,

As a result of a proposal request from your committee, this letter will serve as an agreement between HESTERS and SANDERS ARCHITECTURE, L.L.P. (the Architect) and Polk County (the Owner) for the services described in this Letter Agreement. The Architect understands that the initial scope of the project is to develop a building program to encompass the following:

- Department of District Courts
- Department of the Justice of the Peace
- County Court at Law
- Holding Areas for District and County Courts
- Department of District Attorney
- Department of District Clerk
- Department of County Clerk/Court

The Architect will meet with each department to determine current, as well as future square footage needs and departmental adjacencies. In turn, this information will be used to modify a previously produced floor plan based on data collected during departmental interviews. The revised schematic floor plan will merely illustrate blocks of space for each department and their location within the proposed building. If there are changes to the scope of the project from what is written above, due to the Owner's needs, the fees shall be adjusted accordingly.

SERVICES

Architectural services for the Project include those provided by the Architect. These services will include Programming and Preliminary Schematic Design for the purpose of determining an appropriate building square footage.

PROGRAMMING

During the Programming phase, the Architect will meet with each department outlined above in order to determine the specific space allocations needed in their respective areas. The Architect and the head of each department will also establish adjacencies for each area which will provide necessary information prior to modifying the existing schematic floor plan.

SCHEMATIC DESIGN

During the Schematic Design phase, the Architect will provide the Owner with a preliminary schematic design indicating square footages and departmental adjacencies.

ADDITIONAL SERVICES

The Architect, upon specific written approval of the Owner, may provide Services other than those described above as a part of this Agreement. These services may include, but are not limited to:

- Interviews with parties other than those listed above
- Revisions of previously approved schematic drawings
- Coordination with Judicial Center Architect and/or Project Manager hired by County
- Color Renderings

ITEMS NOT IN SCOPE OF ARCHITECTURAL SERVICES OUTLINED IN THIS PROPOSAL

*(But available at a later date, upon completion of this contract)*

- Design Development
- Cost Estimating
- Construction Documents
- Bidding and Negotiations
- Construction Administration

OWNER'S RESPONSIBILITIES

The Owner, or designated agent, will provide information and render decisions regarding the Project in a timely manner so as to avoid unreasonable delays. The Owner will provide appropriately detailed information regarding elements to be incorporated into the Project. The Owner will furnish for the benefit of the project all legal, accounting, and insurance counseling services. The Owner will make payments to HESTERS and SANDERS ARCHITECTURE within a thirty (30) day timeframe of receipt of each invoice, or incur a charge of interest as stated on the invoice. In case of errors or questions regarding invoicing, or if you need additional information/documentation, the Owner must notify HESTERS and SANDERS ARCHITECTURE of the issue within sixty (60) days of the date listed on the invoice. The Architect will investigate the issue and correct any error promptly. If notification is not received within this timeframe, the balance of the invoice will stand as submitted.

TERMINATION

This Agreement may be terminated by either party upon a minimum of five (5) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. Causes for termination may include: Suspension or abandonment of the Project, failure of the Owner to make payments to HESTERS and SANDERS ARCHITECTURE in accordance with this Agreement.

In the event of termination (not the fault of HESTERS and SANDERS ARCHITECTURE), the Architect shall be compensated for services performed prior to termination, along with reimbursable expenses then due.

### COMPENSATION

Compensation for the Architectural Services listed in this Agreement will be represented as a Lump Sum and is designated to be \$4,400. Reimbursable expenses are included in the lump sum fee.

Reimbursable expenses include the actual expenditures made by us and our Consultants in connection with the performance of our services. Reimbursable expenses include, but are not limited to, the following (reference attached Fee Schedule):

- Mileage expenses regarding transportation in connection with the Project; authorized out-of-town travel and a per diem subsistence allowance. These billable rates are as follows:
  - MILEAGE - rate of \$0.50 per mile for travel driven from the Architect's place of business to a meeting location and the return trip that is outside of the Lufkin area, in a car other than the Owners'.
  - CAR RENTAL FEES, TAXI and AIRPORT TRANSFER FEES - rate of billed cost plus 15% handling.
  - PER DIEM SUBSISTENCE ALLOWANCE - rate per the current U.S. General Services Administration website ([www.gsa.gov](http://www.gsa.gov)) for each destination for the current year, with a minimum rate of \$60 for lodging and \$40 for meals and incidentals per day of travel.
- Other Consultants not listed in the aforementioned Agreement that are warranted by condition of the Owner or other Regulatory Authority. This would be invoiced at the billed cost plus 15% handling.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Color renderings for marketing or presentation purposes can be purchased at the following rate (additional copies of the original rendering will be billed at cost plus 15% handling):
  - RENDERINGS - One Conceptual Rendering (18" X 24" - Pricing for additional sizes is available upon request) based upon developed (by others or within a separate contract) Schematic elevations with building components established and approved by Owner:
    - \$2,000.00 each

### PAYMENT FOR SERVICES

Payment for services and reimbursable expenses shall be due in thirty (30) days upon receipt of invoices for services performed and expenses incurred. Unpaid balances past due thirty (30) days will bear interest at a rate of one and one half percent (1 ½%) per month.

### DELIVERY

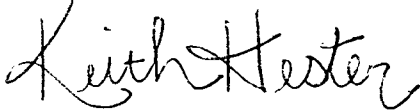
If through no fault of the Architect the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted. Architectural Services will commence immediately following execution of this Agreement.

If this letter accurately describes the Project, and this Agreement meets with your approval, please sign both copies of this agreement and return one (1) copy to HESTERS and SANDERS ARCHITECTURE to serve as our "notice to proceed". An American Institute of Architects contract will be issued upon receipt of an executed agreement. Should you have any questions, please do not hesitate to call.

Mr. Jack Jackson  
Page 4 of 4  
October 30, 2006

We look forward to the opportunity to serve you.  
Yours very truly,

HESTERS AND SANDERS ARCHITECTURE, L.L.P.



Keith Hester, Assoc. AIA  
Partner

Enclosures: HESTERS and SANDERS ARCHITECTURE Fee Schedule

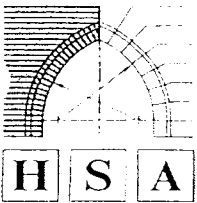
*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas and can be reached at: P.O. Box 12337, Austin, Texas 78711, by phone at (512) 305-9000, by FAX at (512) 305-8900, or on the Web at [www.tbae.state.tx.us](http://www.tbae.state.tx.us).*

**Accepted and Approved:**

This \_\_\_\_\_ day of \_\_\_\_\_ 2006

By: \_\_\_\_\_

Title: \_\_\_\_\_



## HESTERS and SANDERS ARCHITECTURE, LLP

### FEE SCHEDULE for ARCHITECTURAL SERVICES

The following represents the direct compensation when work is performed on an hourly basis. The amount will be invoiced to the Owner on a 30 day billing cycle.

NAME	PROJECT POSITION	
Roger B. Sanders	Principal Architect	\$90.00
Jean C. Hester	Designer / Intern Architect	\$65.00
R. Keith Hester	Specification Writer	\$55.00
Staff	CAD Technician / Draftsperson	\$36.00
Staff	Clerical	\$25.00

The following represents the costs associated with reimbursable expenses. The amount will be invoiced to the Owner on a 30 day billing cycle. Reimbursable Expenses would be billed in addition to compensation for the Architect's Services and include expenses incurred by the Architect, the Architect's Employees, and Consultants directly related to the Project. Possible reimbursable expense billings that you may encounter and their associated costs are:

Mileage (per current IRA approved reimbursement amount, to be adjusted per billing cycle)	\$0.50 per mile
<b>Printing</b>	
<b>Plots</b>	
24x36	\$6.00 ea
30x42	\$10.00 ea
<b>Blacklines</b>	
24x36	\$4.50 ea
<b>Copies</b>	
Letter	\$0.10 ea
Legal	\$0.15 ea
Ledger	\$0.18 ea
<b>Color Copies</b>	
Any size	Billed Cost + 15%
<b>Correspondence</b>	
Telephone	Billed Cost + 15%
Postage/FedEx/UPS	Billed Cost + 15%
Other Consultants required by the Owner (Not included in Contract)	Billed Cost + 15%
Color Rendering (18"x24" mounted on board)	\$2,000.00 ea
Model of Proposed Building Layout	Billed Cost + 15%

Polk County Facility Committee's Proposal  
To Commissioners Court To  
Employ Architecture Firm To Conduct Study

On April 11, 2006 the Polk County Commissioners Court appointed a committee consisting of 10 members to investigate the possible uses of the County owned property known as the "Pedigo Block". The committee was charged with conducting a study and making a recommendation to the Commissioner's Court on the best use of the property.

After reviewing the data and conducting a thorough study which included consulting several Architects to determine the conditions of the present buildings on the block, the Committee recommended to the Commissioner Court in July 2006 that the best use of the Pedigo Block is to build a new, secure and much needed Judicial Center to meet the County's current and future needs by retaining the property, keeping the Ford and Greer buildings and demolishing the 4 intervening structures.

In August 2006, the Commissioners Court reconvened the Committee and directed them to develop a general work plan and estimates for the use and improvements of the Pedigo Block.

The Committee has at this time:

1. Received Project Estimates from two Architecture firms, Hesters and Sanders and White Rock Studio.
2. Considered proposals from a Project Manager- Bob Brooks/BMP Group and from Pre-Design Construction Manager Kurt Neubeck of the Page Southerland Page Architecture Firm.
3. Heard presentation from Construction Manager Jim Kingham of J.E. Kingham Construction.

4. Invited proposals to gather information from the departments that presently occupy the courthouse to determine square footage in a new Judicial Center for each department from Tony Eads/White Rock Studio,(did not submit) Hesters and Sanders,(\$4,400) and Kurt Neubeck of Page Southerland Page Architecture Firm.(\$9,730)

The Committee elected to accept the proposal of Hesters and Sanders of \$4,400. (The commissioners have proposal) and recommends that the Commissioners approve the request so that Hesters and Sanders can submit a Schematic Design for a Judicial Center on the Pedigo Block.

