

April 2, 2012

The Honorable John P. Thompson
Polk County Judge
Polk County Courthouse
101 West Church Street, Suite 300
Livingston, Texas 77351

Re: Proposal for Professional Services for Courthouse Space Planning

Judge Thompson:

The following is a proposal of services and professional fees regarding Architecture Services for space planning of the historic Polk County Courthouse, preliminary to the acceptance of the Emergency Grant offered by the Texas Historic Courthouse Preservation program administered by the Texas Historical Commission. For purposes of this proposal Polk County is referred to as PC.

Project Description:

The "Project" consists of interior space utilization and planning studies of the Polk County Courthouse, situated at 101 West Church Street, Livingston, Texas.

Scope of Architecture Services:

Bailey Architects will provide the following services:

1. Update floor plans of courthouse to indicate current space layout
2. Interview current occupants for space needs
3. Investigate building structure
4. Investigate building mechanical and electrical systems
5. Prepare schematic space planning layouts for all floors of courthouse and review with occupants
6. Revise space planning layouts to reflect occupant comments
7. Prepare preliminary cost estimate to include:
 - a. Demo of existing elevator shaft and system
 - b. Repair of exterior masonry wall where shaft removed
 - c. Construction of new elevator shaft, elevator system, electrical
 - d. Space planning changes to existing walls
 - e. Mechanical and electrical changes reflecting space planning
8. Meet with County to review costs and establish priorities for space planning work
9. Prepare Scope of Work Amendment for THC Grant agreement based on scope of work determined in 8. above
10. Prepare Project Schedule for Amendment for THC Grant agreement

The Project shall develop concepts of space use within the courthouse to assist the County in finalizing the scope of work to be included in the Round VII Emergency Grant of the Texas Historic Courthouse. Detailed design, preparation of construction documents, bidding, and construction contract administration services for any work resulting in these studies shall be provided under a separate Owner/Architect Agreement for work to be executed under the Emergency Grant.

Project Schedule:

Bailey Architects will strive to work closely with the PC to meet any reasonable schedule allowing time for proper documentation of the services to be done. The PC acknowledges that there will be numerous decisions required by the PC in order to remain on schedule. Delays in PC making decisions, or if the PC requests additions/changes, will cause any scheduled completion date to be extended.

Bailey Architects is prepared to begin services following receipt of the authorization to proceed.

Staffing:

Bailey Architects will staff the project with a team experienced in similar projects. Ray Bailey, FAIA will be Principal-in-Charge. Gerald Moorhead, FAIA will be Project Associate with responsibility for programming and design. Alexis McKinney, AIA will be Project Architect with responsibility for preparation of Project and Construction Documents. Sandra Bauder will be Project Manager with responsibility for scheduling, coordination of staff and consultants, and Construction Contract Administration.

Compensation:

Fees for Basic Services will be billed at hourly rates not to exceed \$15,000.00 excluding reimbursable expenses.

Principals, Ray Bailey, FAIA and Ray Leiker, AIA will be billed at a fixed rate of \$175.00 per hour. Other employees range from \$66.00 to \$165.00 per hour. These rates are subject to normal and customary salary adjustments.

Reimbursable Expenses:

Reimbursable expenses, billed at cost plus 15 percent, will include reproduction costs, plotting, special mailings, document delivery, long distance telecommunications, agency fees (i. e. handicapped accessibility), parking, and travel as approved in advance by the PC. Reimbursable expenses are estimated not to exceed \$1,000.00.

Consultant Services:

Structural, mechanical, and electrical engineering services necessary for this project are included in the fee for Basic Services. Geotechnical services for soils testing as required to design new foundations for the Service Building are not included in this Agreement.

No other consultants or engineering services are included in this proposal or in the fee for Basic Services. Additional consultant services such as information technology, security, cost estimating, and acoustics/audio visual, authorized in advance by the PC and agreed to by Bailey Architects, will be billed by Bailey Architects at cost plus 15 percent.

Additional Services:

Upon recognizing the need to perform Additional Services beyond the scope of this agreement, Bailey Architects will notify PC with reasonable promptness and explain the facts and circumstances giving rise to the need along with a necessary timeframe for a decision as not to impact the project's progress. Bailey Architects will not proceed with the additional services until given written authorization. If PC deems that all or a part of such Additional Services is not required, PC shall give prompt written notice to Bailey Architects and Bailey Architects shall have no obligation to provide those services.

Additional Services are not included in the fee for Basic Services and will be billed monthly at hourly rates. Principals, Ray Bailey, FAIA and Ray Leiker, AIA will be billed at a fixed rate of \$175.00 per hour. Other employees range from \$66.00 to \$165.00 per hour. These rates are subject to normal and customary salary adjustments.

Payment:

Billings for Basic Services, Reimbursable Expenses and Additional Services will be billed to PC on or before the tenth (10th) day of the month and all sums so billed by the tenth (10th) day of the month will be payable on or before the twenty-fifth (25th) day of the month.

In order to cover costs of carrying receivables, interest will be charged at the rate of .75% per month on any unpaid balance after the 25th of the month in which billings are sent.

PC will notify Bailey Architects of any disagreement with billings, including, but not limited to, any failure of Bailey Architects to perform services in accordance with this Agreement within the billing period. Unless prior arrangements are made in advance, Bailey Architects shall have the right to suspend performance of its services until the unpaid balance is current.

Contract Form

In the event this proposal is not executed within thirty (30) days of the date hereof, the amounts of compensation, rates, and multiples set forth shall be subject to re-negotiation. Upon acceptance, this proposal shall become the Owner/Architect Agreement

Jurisdiction of Licensed Architects

The Texas Board of Architectural Examiners, Post Office Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

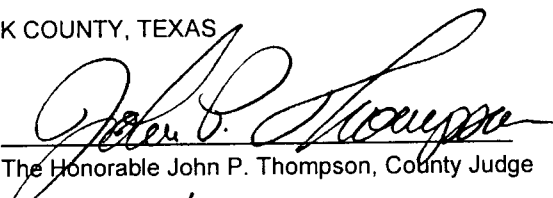
Sincerely,

Gerald Moorhead, FAIA
Associate Principal

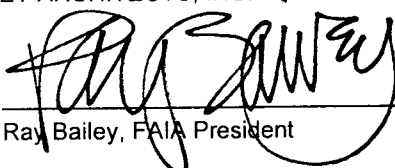
cc: Ray Bailey, FAIA

ACCEPTANCE

POLK COUNTY, TEXAS

By: 
The Honorable John P. Thompson, County Judge
Date: 4/10/12

BAILEY ARCHITECTS, INC.

By: 
Ray Bailey, FAIA President
Date: 04.02.12