

**STATE OF TEXAS
COUNTY OF WISE**

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Wise County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Wise County for the rehabilitation and restoration of the Wise County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. (“Program”), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission’s final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County’s obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$5,162,247. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round XII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project (“Project Cost Estimate”) is attached as Attachment “B” and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable J.D. Clark
101 N. Trinity Street
Decatur, TX 76234

ARTICLE XI SEVERABILITY

11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION

WISE COUNTY

By: Manhwofe

By: JSW

Title: Executive Director

Title: County Judge

Date: 9/29/2022

Date: 9/19/22

Source of Funds Statement and Verification

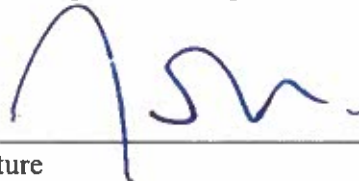
A grant award of \$5,162,247 was made by the Texas Historical Commission on July 26, 2022 for Round XII of the Texas Historical Courthouse Preservation Program, 2022-2023 biennium for the Preservation of the Wise County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore, the source of funds for this Project shall be:

(state share) =	\$5,162,247*
(minimum local share to receive full grant) =	\$4,310,954
Estimated total project cost =	\$9,473,201

*The state share of the project represents approximately 55% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."



Signature
J.D. Clark, Wise County Judge

9/19/22
Date

Attachment B
Project Cost Estimate
Wise County

Attachment B
Project Cost Estimate

Work-Category**Estimated Cost****1. General Requirements**

a) Construction facilities (e.g., job trailer, office supplies, sanitary facilities) Job Site Office, office supplies, health and safety	\$ <u>181,300.00</u>
b) Construction Supervision Superintendent, Quality Control Manager	\$ <u>214,920.00</u>
c) Bond and insurance (e.g. performance & payment bonds, builder's risk insurance, liability insurance)	\$ <u>149,563.00</u>
d) Inspection and testing allowances	\$ <u>25,000.00</u>
e) Temporary construction (e.g., scaffolding, fencing) Temporary construction fence, scaffolding.	\$ <u>93,660.00</u>
f) Hazardous materials abatement Lead paint and asbestos based on results of Hazmat study.	\$ <u>52,000.00</u>
g) Other (AGC dues, Permits)	\$ <u>-</u>

Work-Category

Estimated Cost

2. Site Work

a) Demolition and hauling Includes all demolition for site, exterior, and interior.	\$ <u>453,570.00</u>
b) Utilities Drainage tie in to sewer. Other major utilities included in Div. 15/16.	\$ _____
c) Earthworks and grading Excavation for ramp and basement egress stair.	\$ <u>750.00</u>
d) Sidewalk restoration ADA ramp, basement stair, repairs to existing paving.	\$ <u>130,847.00</u>
e) Historic site features (\$50,000 maximum) (describe) Cattle guard restoration and replication.	\$ <u>36,000.00</u>
<i>Amount exceeding \$50,000*</i>	\$ (-)
f) <i>Site furnishings and appurtenances * (e.g., benches, trashcans)</i>	\$ (-)
g) <i>Paving for parking areas and new sidewalks *</i> Restripping and ADA signage.	\$ (<u>2,420.00</u>)
h) <i>Landscape restoration* (e.g., new plant materials, pruning)</i> Tree removal, turf repairs.	\$ (<u>21,659.00</u>)
i) <i>Irrigation systems *</i>	\$ (-)
j) Other, such as archeological site investigation (describe)	\$ _____

* ineligible cost, (this will tally and subtract from construction cost subtotal)

Work-Category**Estimated Cost****3. Concrete**

a) Structural repairs or modifications Elevator pit wall and footings, slab repairs.	\$ <u>5,352.00</u>
b) Non-structural (e.g., basement flooring) Concrete floor repairs.	\$ <u>15,145.00</u>
c) Other (describe)	\$ <u>-</u>

4. Masonry

a) General exterior restoration (e.g. repointing, cleaning) Repainting of granite and terra cotta masonry as indicated by envelop engineer. Terracotta patching, granite repair, cleaning of all masonry.	\$ <u>157,793.00</u>
b) Structural repairs or modifications (e.g. replacement of damaged units)	\$ <u>-</u>
c) Non-structural repairs (e.g., re-opening blocked windows)	\$ <u>-</u>
d) Other (describe) CMU elevator shaft wall	\$ <u>23,526.00</u>

Work-Category**Estimated Cost****5. Metals**

a) Structural elements (e.g., decking, roof framing, columns) Lateral bracing, lintels at new doors, balcony reconstruction joists and columns.	\$ <u>98,692.00</u>
b) Non-structural fabrications (e.g., stairways, ladders) Restoration of atrium cast iron stairs, replicate newel posts, repair of wrought iron railings, replication of missing wrought iron railings.	\$ <u>89,865.00</u>
c) Decorative metal (e.g., grates, handrails)	\$ <u>-</u>
d) Other (describe)	\$ <u>-</u>

6. Carpentry

a) Rough carpentry (structural repairs to floor and roof framing)	\$ <u>-</u>
b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails) Courtroom wood paneling restoration, wood finish carpentry at reconstructed balcony.	\$ <u>86,827.00</u>
c) Casework (e.g., restoration or construction of judge's bench, jury box and built-in cabinetry) Security partitions at offices, built in millwork and service counter at District Clerks off, built ins at Judges' offices.	\$ <u>23,485.00</u>
d) Other (describe)	\$ <u>-</u>

Work-Category**Estimated Cost****7. Thermal & Moisture Protection**

a) Roofing and flashing Repair of terra cotta roof.	\$ <u>127,891.00</u>
b) Drainage systems (e.g., gutters and downspouts) Existing downspout and gutter repair. Addition of two new downspouts.	\$ <u>118,435.00</u>
c) Foundation waterproofing Foundation waterproofing, french drain system, and gravel skirting.	\$ <u>182,513.00</u>
d) Insulation, caulking and sealants Exterior and interior sealants.	\$ <u>17,546.00</u>
e) Other (describe)	\$ <u>-</u>

Work-Category**Estimated Cost****8. Doors & Windows**

a) Interior and exterior doors including glass Restoration of all existing wood doors and associated casing. Replication of missing exterior and interior doors.	\$ <u>93,610.00</u>
b) Windows including glass Replacement of all non-historic windows with compatible units. Repair of select turret and attic windows.	\$ <u>495,745.00</u>
c) Hardware Repair of existing hardware. Installation of new hardware.	\$ <u>121,500.00</u>
d) Other glass and glazing Restoration of glass and wood historic partition at Jury Room.	\$ <u>2,548.00</u>
e) Other (describe)	\$ <u>-</u>

Work-Category**Estimated Cost****9. Finishes**

a) Wood and/or decorative metal ceilings	\$ <u> -</u>
b) Wood flooring and wainscot Restoration and repair of historic wood flooring. Replacement in kind as needed where missing.	\$ <u> 95,294.00</u>
c) Marble finishes Restoration of marble flooring and wainscot at corridors and offices.	\$ <u> 91,785.00</u>
d) Ceramic tile finishes Ceramic tile floor and wall finishes for restrooms.	\$ <u> 49,603.00</u>
e) Plaster and/or drywall Plaster replacement in kind and repair. Installation of drywall at minimal new partitions and elevator lobby ceilings with plaster finish.	\$ <u> 1,571,154.00</u>
f) Carpet and resilient flooring	\$ <u> -</u>
g) Acoustical ceilings and/or panels Acoustical plaster ceiling at District Courtroom and select offices.	\$ <u> 43,400.00</u>
h) General painting Painting of all interior walls and ceilings.	\$ <u> 122,014.00</u>
i) Decorative painting ornamental plaster	\$ <u> -</u>
j) Other (describe) Resealing of concrete flooring.	\$ <u> 2,103.00</u>

Work-Category**Estimated Cost****10. Specialties**

a) Toilet partitions and accessories Partitions, mirrors, and accessories at all restrooms.	\$ <u>18,315.00</u>
b) Building directories and signage	\$ <u>10,044.00</u>
c) Specialty storage systems	\$ <u>-</u>
d) Clock and clockworks Restoration of existing clock system.	\$ <u>102,500.00</u>
e) Bell fabrication or restoration	\$ <u>-</u>
f) Other (describe)	\$ <u>-</u>

11. Equipment (generally not eligible costs)

a) <i>Computer servers and office equipment *</i>	\$ (<u>-</u>)
b) <i>Other ineligible items *</i>	\$ (<u>-</u>)

* ineligible cost, (tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

12. Furnishings

a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) Restoration of all District Courtroom furniture and select historic office furniture.	\$ <u>183,658.00</u>
b) Documented historical or period appropriate window treatments (shutters, Venetian or roll-down blinds) (window bars) Replica historic window treatments, including shutters at District Courtroom and roller shades at offices as seen in historic photos.	\$ <u>31,482.00</u>
c) <i>Non-historic window treatments *</i>	\$ (<u>-</u>)
d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets) *</i>	\$ (<u>-</u>)

* ineligible cost, (tally and subtract from construction cost subtotal)

Work-Category**Estimated Cost****13. Special Construction**

a) Lightning protection systems New rooftop system.	\$ <u>12,437.00</u>
b) Pre-engineered sheet metal towers	\$ <u>-</u>
c) Fire Suppression, detection and alarm system Automatic sprinklers, standpipe, and fire alarm systems.	\$ <u>158,520.00</u>
d) Other (describe)	\$ <u>-</u>

14. Conveying Systems

a) Elevators New ADA compliant hydraulic elevator with custom cab interior.	\$ <u>116,212.00</u>
b) Other (describe)	\$ <u>-</u>

Work-Category**Estimated Cost****15. Mechanical**

a) Plumbing Systems All new compatible toilets, sinks, urinals, and water coolers. Replacement of all pipes with insulation.	\$ <u>341,290.00</u>
b) Heating, ventilating and air-condition system equipment and controls Remote chiller, piping, fan coil units, floor mounted units for second floor, ducting, air devices, and exhaust fans.	\$ <u>765,464.00</u>
c) Other (describe)	\$ <u>-</u>

Work-Category

Estimated Cost

16. Electrical

a) General service and distribution Install owner supplied generator for critical loads (elevator, life safety equipment, etc.) Relocation of transformer to remote site, all new main panel board, sub panels, wiring, and receptacles.	\$ <u>470,459.00</u>
b) Interior and exterior building lighting All new comptable light fixtures, plus supplementary surface mounted can lights.	\$ <u>270,539.00</u>
c) <i>Data and communication systems</i> *	\$ (<u>52,796.00</u>)
d) <i>Site lighting (for sidewalks, parking areas)</i> *	\$ (<u>-</u>)
e) Building security systems (e.g., glass breaks, door contacts motion detectors) at \$20,000 maximum	\$ <u>-</u>
	Amount exceeding \$20,000* \$ (<u>-</u>)
f) <i>Audio-visual systems (\$50,000 maximum)</i>	\$ <u>-</u>
	Amount exceeding \$50,000* \$ (<u>-</u>)
g) Other (describe)	\$ <u>-</u>

* ineligible costs

Summary of Totals

Division 1: General Conditions	<u>\$ 716,443.00</u>
Division 2: Site Work	<u>\$ 645,246.00</u>
Division 3: Concrete	<u>\$ 20,497.00</u>
Division 4: Masonry	<u>\$ 181,319.00</u>
Division 5: Metals	<u>\$ 188,557.00</u>
Division 6: Carpentry	<u>\$ 110,312.00</u>
Division 7: Thermal and Moisture Protections	<u>\$ 446,385.00</u>
Division 8: Door and Windows	<u>\$ 713,403.00</u>
Division 9: Finishes	<u>\$ 1,975,353.00</u>
Division 10: Specialties	<u>\$ 130,859.00</u>
Division 11: Equipment	<u>\$ -</u>
Division 12: Furnishings	<u>\$ 215,140.00</u>
Division 13: Special Construction	<u>\$ 170,957.00</u>
Division 14: Conveying Systems	<u>\$ 116,212.00</u>
Division 15: Mechanical	<u>\$ 1,106,754.00</u>
Division 16: Electrical	<u>\$ 793,794.00</u>

Construction Costs Subtotal = \$ 7,531,231.00

Less Ineligible Costs = \$ 76,875.00

Allowable Construction Costs = \$ 7,454,356.00
(Subtotal A)

Contractor's Overhead & Profit = \$782,708.00
(not to exceed 15 percent of Subtotal A)

Subtotal A+ Overhead & Profit = \$ 8,237,064.00
(Subtotal B)

Project Contingency = \$ 823,706.00
(not to exceed 10 percent of Subtotal B)

Total (Allowable) Construction Costs = \$ 9,060,770.00
(Subtotal B + Contingency = Subtotal C)

Architecture/Engineering Services = \$ 362,431.00
(fees of the architect and the structural, MEP and civil engineers,
including all reimbursable expenses shall not exceed 16 percent of
Subtotal C. For projects having 95 percent complete plans and
specifications, these fees will not exceed 4 percent of C)

Additional Professional Services= \$ 50,000.00
(preparation of grant completion report, warranty services and
speciality consultants for archeology, acoustics, audio-visual
systems, security systems and / or historic finishes itemized)

Total Professional Services = \$412,431.00
(Subtotal D)

Total (Allowable Project Costs =
(Subtotal C + Subtotal D)

\$9,473,201.00

Gross square footage = \$ 18,868.00 sf
Conditioned square footage of courthouse including wall thicknesses
+ square footage of covered porches x 50%)

Cost per square foot = \$502.08

We require that any professional architect's or estimator's cost estimates that have been prepared for this project are attached to this form.

FUNDING AGREEMENT
ATTACHMENT C: SCOPE OF WORK
THCPP Round XII Construction Grant - Wise County Courthouse

Scope of Services

Architectural/Engineering Services: The County's project architect, Komatsu Architecture, will provide Architectural and Engineering Design services associated with the historic restoration design goals as outlined within the Wise County Courthouse Master Plan documents and 95% plans and specifications. Services to included but not limited to: Completion of Project Documents (Plans & Specifications), Permitting/Regulatory review, Contract Bidding, Owner-Contractor Negotiation, and Construction Administration phases. Also intended to be included: SAL Permit filing, limited Selective Demolition review, and Discovery/Examination addressing partial concealed conditions. Additional architectural services, called out in the Contract between the Architect and the Owner, include preparation of the THCPP grant completion report. The Project Architect will coordinate and provide all documentation required by the grant manual.

Construction Services: The County shall select a qualified construction contractor or construction manager to execute the work in conformance with the plans and specifications approved by the THC in conjunction with any applicable building code and/or ordinances as required by the local AHJ equally respective of any expressed terms or conditions as outlined in the Owner-Contractor Construction Contract. The Contractor shall dutifully execute all work in coordination the project grant manual and provide any/all required supportive documentation.

Project Philosophy

The primary philosophy and treatment for the historic Wise County Courthouse is restoration. The approved Master Plan calls for the target date of restoration to be 1896 to correlate with the completion of the original J. Riely Gordon design. The primary and original building components (envelope cladding, roof, structural frame) have been visually observed to be intact and serviceable condition. Overall, the courthouse building has survived with the majority of its historic materials intact and appropriate for restoration. As the restoration grant funds have now been approved by Texas Historical Commission, it is the County's intention for the proposed restoration construction to move forward at this time.

Description of Work

The scope of work under this application will include the full restoration of the building. The completed 95% Project Documents, being the compilation of drawing sheets and project manual/book of specifications include the following areas of work:

Courthouse Square

1. Walkways: Generally, the existing red paver walkways and border concrete curbs are intact and in serviceable condition. As the layout of these walks generally ascribes to the apparent curvilinear layout of the original walks, the layout and configuration of the existing walkways will be maintained inclusive of required repairs to walkway infrastructure. The cast concrete curbs will remain in place and be annotated for protection.
 - Alternative Scope: Per records it was determined that the original walkway pavers were concrete cast into a hexagon geometry. We assume that due to age and deteriorated condition that all were removed and replaced (current and reconfigured cast paver unit) undertaken with a separate County funded project. This foregoing restoration project

FUNDING AGREEMENT
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scope includes an Add Alternate which calls for removal and replacement of all the existing pavers with cast hexagonal shaped walkway pavers to replicate the original pavers. The replica pavers will be considered durable and appropriately rated to withstand heavy pedestrian traffic usage with integral pigmented color intended to 'match original'. Basis of paver design being taken from the existing pavers where currently serving the Wise County Historical Museum.

2. Vegetation: All vegetation adjacent to the Courthouse will be removed including the magnolia tree on the west side of the site.
3. Drainage: All roof drainage, downspouts, downspout boots, downspout extensions, etc. will be disconnected during construction. The full perimeter of the basement walls will be excavated, and the following drainage remediation efforts will be included:
 - The existing integrated copper gutters at the roof's edge and copper downspouts will be maintained and repaired. The downspouts will be routed into cast iron boots and directed to discharge into a piped drainage conveyance system located below grade level. Two additional downspouts will be introduced onto the south façade to assist in roof drainage management to ease rain loads at flat roof areas that were previously underserved.
 - A new foundation French drainage conveyance system will be installed along the complete perimeter of the building. The drainage system will be inter-connected to drains at the southeast corner basement ramp and northwest corner egress stair. The perimeter drain system will be finished with a drainage rock topping intended to dually function as both erosion control and splashguard purposes.
 - Basement wall(s), waterproofing treatment is included. Concurrent to waterproofing treatment the masonry foundations surfaces are to be repaired to address cracks, deterioration and/or spalling where located.
4. Historic Cattle Guard: The pipe railing that surrounds the northwest lawn is a portion of the original historic cattle guard. It will be temporarily removed during construction and reinstalled then restored in the locations where temporarily removed. Additional cattle guards will be replicated based upon extant railing and will be installed throughout the rest of the site as indicated by the historic photographs. Access gates will be installed strategically out of site so that County maintenance may still have access to maintain the lawns and building facades.
5. Signs, Markers, Flagpoles, Monuments: All site appurtenances are in serviceable condition and will be maintained. During construction they will be temporarily moved for interim restoration operations and reinstalled in prior locations.
6. Site Lighting: The original cast iron light poles and fixtures were removed and replaced. The non-original replacement poles are intrusive and will be replaced with replica cast iron light posts. The replica cast iron light poles are a City of Decatur standard that have already been located throughout the off-site perimeters throughout the Square. Thus, the new onsite light poles will dually match the character of the light pole illustrated in the historic photographs and those existing in place. Light poles will be located at entrances as seen in the historic photos. Additional

LED accent up lighting will be installed on each side of the building to provide holiday accent lighting.

7. Fire Escape: The existing non-original fire escape will be fully removed.
8. Accessible Parking: The existing accessible parking currently do not comply with accessibility standards as such will be reconfigured to meet with accessibility standards, additionally two additional accessible compliant parking spots with shared loading space will be located to serve for site accessibility purposes.
9. Egress:
 - Southeast ADA Ramp: The existing ramp will be demolished as it does not meet ADA/TAS requirements. A new replacement ramp will be constructed as to serve the basement entrance door as the existing ramp currently serves. The replacement ramp will be designed to meet with ADA/TAS requirements. There will be integral concrete curb/retaining walls similar to the existing. This will be the primary access point for the building. New guardrails will be installed replicating historic segmented handrail extant at northwest quadrant of site. All new TAS compliant handrails will also be installed.
 - Northwest Areaway Stair: A new exterior areaway stair will be constructed to align with the new interior 'second means of egress' stair. The stair is principally designed to provide for emergency exiting purposes serving all floor levels. The stairs are also intended to serve as a means of ingress serving vertical circulation of County prisoner / detainees for purposes of attending scheduled court sessions, such ingress intended to be controlled by the County Sheriffs' department.

Building Exterior

1. Masonry: The mortar joints were repointed in the 1989 restoration. However, the deterioration of the beaded mortar joints has progressed in some areas to the extent that requires repair. The exterior of the building was inspected by building envelope specialist (Acton Partners Consulting) during the design development process, and it was determined that all decorative terra cotta masonry above the third-floor windows will be repointed and repaired. The granite masonry will be repointed in specified locations as indicated on the drawings, including the tower, turrets, parapets, and all skyward facing joints.
2. Clay Tile Roofs - The original slate roof was removed and replaced by the current clay tile roof in the 1940s. Consideration is to be made regarding the restoration of the original slate roofing; pursuant to this:
 - Base-Bid: Retain and repair all clay tile roofing. Repair/replace any missing or broken units. Repair/replace all copper flashings, gutters, downspouts, etc. as needed.
 - Add-Alternate Bid: Remove all clay tile roofing and associated anchoring devices, deteriorated nailers, purlins, underlayment(s), etc. Install new light blue Bangor slate roofing over new treated wood purlins and underlayment. Repair/replace all copper flashings, gutters, downspouts, etc. as needed.

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3. Flat Roof Areas – The flat roofs were renovated in 1989 but are exhibiting deterioration and require repairs or replacement. All flat roofs will be replaced with a new roof membrane. All substrate concrete decking will be inspected upon removal of the existing roof and repaired as needed during discovery period.
4. Drainage – The existing copper downspouts will be maintained and repaired. At the ground level, the downspouts will be retrofitted with new transitional boots that provide connection to the sub-grade drainage conveyance system. Two new copper downspouts will be added at the south façade in discrete locations to reduce the rainwater load on the existing flat roof.
5. Granite Masonry Exterior Entry Steps – The failing joints will be replaced with new sealant. The granite will be preserved.
6. Entry Doors – The main entry doors & door frames have been replaced with contemporary aluminum storefront assemblies. The second-floor porch doors and door frames remain intact but need repairs.
 - The first-floor main-entry doors will be replicated out of wood and glass based on the designs where similarly designed for other historic courthouses designed by James Riely Gordon; same with the existing historic wood doors found on the second-floor exterior balcony.
 - The second-floor porch doors appear to be original and will be restored.
 - The basement egress door at the southeast and northwest corners will be hollow metal doors painted to match the exterior window paint color. All other existing basement doors are not original and will be removed. The openings will be patched.
7. Windows - Wood double hung units remain extant at all levels. Condition ranges from poor to severe to poor with most units exhibiting extended deterioration. The materials conservator determined that all existing wood windows are not original. Therefore, all wood windows with exception of those at the southeast turret and attic level, will be replaced with wood units designed to replicate the historic detailing. The remaining windows will be repaired. Likewise, all intrusive aluminum windows will be removed and replaced with replica wood units.
8. Cupola / Tower
 - Atrium Stair Skylight – The exterior, modern, bubble skylight will be removed. The original, flat-glass skylight will be maintained and repaired.
 - Clock – The clock enclosure will remain and be repaired and refinished. The clock mechanism will be refurbished. Clock faces and hands will be restored. Alternatively, if the existing mechanism cannot be repaired/restored, the project documents will call for clock mechanism to be replaced with a digital clock mechanism.
 - Tower Floors – New single-ply roofing membrane will be installed at each level. This will not be visible from the exterior of the tower.
 - Anti-Roosting Systems – The existing system will be removed. New anti-roost mesh will be installed at the interior face of the tower openings to prevent bird roosts in the tower.
 - Tie Rods – The existing tie rods will be repaired and re-anchored.

- Maintenance / Safety - Installation of OSHA graded tie-offs will be installed strategically along tower face to provide future access to make necessary repairs.
9. Lightning Arresting System - Lightning arresting system will be installed whereby the system components are visually concealed (i.e. downleads adjacent to or behind roof drainage downspouts) to greatest extent possible.

Building Interior

1. Demolition will include:
 - Removal of the intrusive and non-original elevator and elevator hoistway/machine room.
 - Extensive removal of intrusive texture on all plaster walls and ceilings.
 - Removal of all plumbing and fixtures at all restrooms as none of the inventoried fixtures were determined to be original.
 - Demolition of intrusive partition walls at the basement, second, and third floor office spaces.
 - Removal of intrusive non-original floor assembly, walls, and associated non-original structural framing at the portions of the third floor that occupies the ‘footprint’ of the original District Courtroom overlook balcony.
 - Partial demolition of original concrete floor and masonry wall components where the proposed second means of egress stair and ADA elevator hoist way are to be located (vicinity of northwest building corners).
 - Demolition of select original wall at the third floor as to meet Owner’s request for enlarged meeting room.
2. Interior Doors - Original wood finished doors are extant at most interior locations. All doors in serviceable condition will be repaired/restored. Missing components will be reconstructed including hardware. Dutchmen repairs will be made where needed. The wood species, grain, color, and finish will be replicated for replacement elements. Wood finished doors will be replicated where they are missing or needed to replace door openings that currently have intrusive non-original doors and/or door components.
3. Interior Windows - Original interior wood finished window lite frames are extant at the west wall of the District Courtroom at both the second and third floors. These will be preserved, repaired, and restored. One original partition wall of wood and glass remains at the second-floor jury room. This element will be repaired and restored.
4. Interior Woodwork - Original woodwork including, base trim, chair rail, and door/window applied trim is extant at many interior locations. Existing original woodwork will be repaired and restored. Where determined to be missing, woodwork elements will be replicated in kind.
5. Floor Treatments –
 - Existing original marble flooring will be maintained at all locations including the main corridors, entry porches, and offices vestibules. The marble (assumed tiles) flooring will be cleaned and polished. Damaged finish material will be repaired. Joints will be repointed as needed.

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- Wood Floors – The original wood finished flooring remain visible and intact at the District Courtroom. These will be repaired and refinished. Finished wood flooring was present in most office spaces, and some exists under an intrusive layer. It will be salvaged and restored in accordance with recommendations of Historic Materials Conservator. Some offices have significant termite damage where the flooring was compromised or removed. Those areas will get replacement wood flooring that matches the the original in kind.
 - Intrusive non-original finishes to include faux wood, carpet, ceramic tile, and resilient tile flooring will be removed. The original concealed original flooring will be restored and replaced in kind.
6. Wall Treatments
- Plaster– A heavy textured coating has been applied to most plaster surfaces, especially those in the public spaces. The materials conservator indicated that the original plaster underneath was severely friable or not extant. Therefore, interior plaster finished wall treatment throughout the building will be removed and a historically appropriate mixture will be reapplied. Instances of extant historic plaster will be preserved and utilized for matching purposes.
 - Paint – A historic paint analysis was completed by the materials conservator. Each space will match its historic color.
 - Marble Wainscot – The original Marble wainscot exists at all corridors and most offices vestibules. It will be preserved and restored.
 - Intrusive Ceramic Tile at Restrooms – The ceramic tile is not original and is in poor shape. It will be removed and replaced with a compatible version.
 - Intrusive Gypsum Board faced wall partitions – Some intrusive gypsum faced partition walls will remain at the basement level for the required security office space. All other partitions will be removed. Remaining partitions will be finished to match the plaster surfaces.
7. Ceiling Treatments
- The non-original suspended ceiling throughout the building have been determined to be intrusive and will be removed. The original plaster finished ceiling will be repaired and refinished. If intrusive non-original finish coating is uncovered and located at or on the plaster ceilings, they will be removed.
 - Further investigation is needed at the District Courtroom ceiling once demolition is complete to determine the condition of the original ceiling. The original plaster finish(es) will be salvaged in specific areas only. Acoustical plaster will be installed to replicate the historic ceiling throughout District Courtroom.
 - Gypsum board furr downs will be used sparingly and only in locations as needed to cover proposed HVAC devices and/or ductwork. Drop HVAC furring have been intentionally planned to be held tight to walls and/or overhead decking as to minimize visibility to ‘public view’.
8. Restrooms
- Basement Level Restrooms –Finish schedule to reflect all new finishes including ceramic tile floors / walls and drywall ceilings will be installed as no historic features exist. New plumbing fixtures and hardware will be installed designed to comply with local building codes.

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- Single User Toilet Rooms – Several single user toilet rooms exist throughout the building; each are non-original to the building. The single user toilet rooms will be maintained based on the County’s programming needs with each to receive new plumbing fixture and wall/floor finishes as scheduled in design documents.
9. Proposed Second Means of Egress Stair and Elevator Hoistway Room – The vertical circulation components are planned to occupy a former office at the northwest corner of the building. The vertical circulation components are comprised of: Steel framed (tread/riser) stair assembly, CMU masonry coursed elevator hoistway enclosing an operable hydraulic elevator will be installed. The elevator cab is to be designed to meet ADA/TAS requirements. The elevator cabin finishes are intended to be compatible with the plaster finished walls and polish finished concrete flooring.
 10. District Courtroom Restoration – The original Courtroom finishes are to be fully restored. The non-original and intrusive County rooms currently located at the third floor where occupying the footprint of the original overlook balcony will be removed to allow a replica reconstruction of the courtroom balcony to be constructed. Existing original architectural finish features including the wood floors, plaster walls, plaster ceiling, and millwork will be restored. Damaged original plaster finishes will be repaired. Documentation cannot be found regarding the design for the original light fixtures, so compatible fixtures will be scheduled and installed at the ceiling with decorative wall sconces to be located at the perimeter courtroom walls.
 11. Central Atrium Stair – The materials conservator confirmed that a majority of the existing central atrium stair components are original, therefore, those components will be preserved and restored in place. Damaged stair risers and treads will be repaired. Intrusive and non-original steel landing floor plates will be removed, as well as the non-original hydraulic elevator and wall framed hoist way. The wrought iron railing panels and wood finished handrail cap will be preserved and maintained. New replicated wrought iron inner railing panels and wood finished handrails will be installed along with replicated newel termination post(s). Replica newel post to match original post have been located on the third floor/attic stair ways.
 12. MEP Systems
 - Mechanical – All existing HVAC equipment will be removed/demolished. A central chiller will be installed off-site adjacent to the County Clerk’s building at the northeast corner of the Square. The chiller lines will be routed underground to building whereby discreetly routed internally to strategically located fan coil units at basement, first, and attic levels. All air handling units are to be located where not to conflict with original building finishes. The attic fan coil units will directly serve (via down feed ducted) to occupied third floor spaces. The first-floor occupied spaces are to be mostly served (via up-feed ducted) fan coil units where to be located at basement level (i.e. storage rooms). Ducting is inserted into vertical chases hidden by vault enclosures. The second floor will be served by floor mounted units as to minimize furring.
 - Electrical - The electrical service to the Courthouse supported by the existing, ground-mounted transformer at the south side of the Courthouse square is adequate for the anticipated loads in the restored Courthouse. However, the transformer will be relocated off-site adjacent to the HVAC Chiller location. The main distribution panel will be moved to the north side of the basement in a mechanical room. All existing electrical sub-panels and distribution system will be removed and relocated. All new wiring and devices will be installed to support power and lighting in the restored courthouse configuration.

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Conduit will be concealed in channels and vertical chases. Surface mounted conduit will only be used at the ceiling, as the historic concrete/steel floor decks will not support channeling.

- Plumbing – There are no original plumbing fixtures, therefore, all new fixtures and plumbing will be installed at the public restrooms where located at the basement level and equally to all single user toilet rooms where located throughout the building. The basement restrooms are the only planned ‘public serving’ restroom facilities therefore design intent is for basement restrooms to be fully ADA compliant. The single user restrooms serve private office spaces as such ADA compliance will be met to the limited extents as required per accessibility requirements as each are only intended to be used by county office personnel.
13. Lighting - All new lighting will be installed in the Courthouse. Presently, none of the fixtures in the Courthouse are original to the building and only one photograph shows a historic fixture, which is a delicate pendant light in an office space. No other photographic documentation adequately shows what lighting existed in the corridors or courtroom. The design team has selected fixtures that are deemed compatible with the era of restoration without falsifying history. The primary pendant light fixtures are a modern interpretation of that seen in the historic photograph. It will be used in all corridors and offices, with supplement surface mounted can lights. Low profile surface mounted fixtures will be used at the basement due to the ceiling height constraints. The District Courtroom will receive large compatible fixtures that speak the language seen in other Gordon design buildings.
 14. Millwork / Furniture Treatment – The original wood millwork / furniture at the District Courtroom, District Clerk’s storage room, and County Judge’s offices will be retained and repaired.
 15. Fire Suppression System – The existing dry standpipe will be removed and replaced by a fully automatic sprinkler system and supporting wet standpipe. The Fire Department connection will be moved to the north side of the building adjacent to the basement area way. The sprinklers will be inserted as follows:
 - Basement: Route main loop from new fire riser/fire pump room B02 at ceiling; use extended throw sidewall heads off the exposed loop at ceiling to serve the basement rooms with smaller laterals to serve the spaces at cardinal quadrants of the building. Extend laterals off the floor to sidewall heads at ceiling in central corridor space. rise up vertically within the mechanical chase adjacent to the new egress stair to first floor.
 - First Floor: similar to the basement space, serve space via sidewall off exposed loop at offices side of central walls at central corridor space. Serve central corridor space via sidewalls extended through the walls, no exposed pipe loop at central corridor space.
 - Second Floor: similar to first floor with exception of District Courtroom served from attic via fully concealed heads at ceiling. Under balcony area: served by lateral extension with fully concealed ceiling heads.
 - Third Floor: served by fully concealed ceiling mounted heads from attic. Extend riser to cupola spaces as needed. Note: provide dry pipe system at attic and exterior spaces.
 16. Smoke Evacuation System - A smoke evacuation system is included as an add alternate. If needed, the associated fans and equipment will be located in the attic / tower space above the first skylight level.

17. Fire Alarm System – A new fire alarm system will be installed in conjunction with the new Fire Suppression System. As with the lighting, surface mounted conduits to the ceiling mounted devices may be visible. Electrical supply at the walls will be hidden in vertical chases and/or concealed channels.

Future Courthouse Function

The courthouse will continue to serve as the “primary, working courthouse.” At this time, the functions anticipated to remain in the restored courthouse include:

- County Judge’s Office
- Commissioners Courtroom
- Commissioners Court Attorney
- District Judge’s Office
- District Clerk’s Office and Records
- District Attorney’s Office including Assistant District Attorneys and Investigators
- District Courtroom
- DIR or IT Services
- Courthouse Security

Recently, the County Court-at-Law Courtroom, County Judge-At-Law, and County Attorney offices, which were located at the third floor of the Courthouse, were moved to the new Wise Co. Annex building, one block off the Square. This was done to allow for the reconstruction of the third-floor balcony.

FUNDING AGREEMENT
 ATTACHMENT D: Project Schedule
 THCPP Round XII Construction Grant - Wise County Courthouse

Project Schedule
 for the Wise County Courthouse Restoration Project

Current Phase: Construction

Overall Timeline:

Grant and Construction Documentation Preparation: July 2022 – Nov. 2022
 Bidding and Negotiation: Oct. – Nov. 2022
 Construction: Jan. 2023 – Sept. 2024 (20 months)

Date	Action	Notes
July 26, 2022	Grant award announced.	
Aug. 18, 2022	Virtual Grant Orientation Meeting	
Aug. 30, 2022	In-person site visit to Courthouse with THC reviewer, architect, and owner.	
Sept. 9, 2022	Deadline to prepare Funding Agreement and Easement attachments and submit to THC.	
Sept. 9, 2022	Finalize owner/architect agreement for architectural services and construction administration.	
Sept. – Nov. 2022	Finalize drawings and specifications.	
Oct. – Nov. 2022	Solicit Contractor proposals, pre-bid meeting, contractor selection.	
Dec. 2022	NTP to Construction; Pre-Construction Meeting, Permitting	
Jan. 2023 – Sept. 2024	Construction Phase (20 months) Project reaches Substantial Completion.	
Dec. 2024	Completion Report draft submitted.	
Jan 2025	Final reimbursement request and Completion Report copies submitted	
TBD	Rededication Celebration	



A RESOLUTION SUPPORTING THE EFFORTS OF WISE COUNTY TO EXECUTE RESTORATION OF THE WISE COUNTY COURTHOUSE

WHEREAS, the Wise County Commissioners Court recognizes the value of our historic courthouse as a point of community and civic pride; and,

WHEREAS, the Wise County Commissioners Court recognizes the historical and architectural significance of the 1895 J. Riely Gordon-designed Wise County Courthouse; and,

WHEREAS, the Wise County Commissioners Court recognizes the real deterioration and life safety issues that affect this iconic building; and,

WHEREAS, the Wise County Commissioners Court wishes to see this historic structure continue to effectively serve the citizens of Wise County for generations to come; and,

WHEREAS, the Wise County Commissioners Court recognizes the positive economic impact and revitalization that will result from a historic courthouse restoration project; and,

WHEREAS, Wise County has sought a path to courthouse restoration for over twenty years; and,

WHEREAS, the Wise County Commissioners Court has completed an approved Master Plan and Planning Grant for restoration of the Wise County Courthouse; and,

WHEREAS, the Wise County Courthouse project has been awarded a Texas Historic Courthouse Preservation Program (THCPP) construction grant in the amount of \$5,162,247 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Wise County Commissioners Court affirms by this resolution its willingness to accept this award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to restore and preserve the Wise County Courthouse for future generations.

Resolved this 22nd day of August, 2022, and signed by the County Judge on behalf of and at the direction of the Wise County Commissioners Court.

A handwritten signature in black ink, appearing to read "J.D. Clark", written over a horizontal line.

J.D. Clark, Wise County Judge

Attested:

Sherry Lemon by Amanda Kux, Chief Deputy
Sherry Lemon, Wise County Clerk

