

TEXAS HISTORICAL COMMISSION
real places telling real stories

June 20, 2019

The Honorable Mike Campbell
Clay County
214 N. Main Street
Henrietta Texas 76365

JUN 28 2019

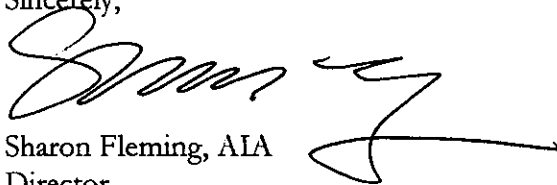
Dear Judge Campbell:

Please find enclosed a Funding Agreement for your Texas Historic Courthouse Preservation Program Grant which needs to be signed by the County and returned to the Texas Historical Commission at your earliest opportunity. Information on the Funding Agreement can be found in the *Round X Master Planning Project grant manual, March 2019*, a copy of which you should have received or can be found on our website.

We are pleased to mention that \$25 million in funding for Round XI THCPP grants was approved in the 86th Legislative session. Your efforts this calendar year to update your courthouse preservation master plan will be useful to prepare for the next application cycle. Further information on the timeline for the next application will be made available in Septemeber.

We look forward to working with you again towards the preservation of your historic courthouse. If you have any questions regarding this letter, please contact us at 512.463-6094.

Sincerely,



Sharon Fleming, AIA
Director,
Texas Historic Courthouse Preservation Program



**STATE OF TEXAS
COUNTY OF CLAY**

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 Clay 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 for development of an updated Courthouse Preservation Master Plan (“Project”) for the rehabilitation and restoration of the Clay County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.0081, 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 planning work for 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 Texas Historic Courthouse Preservation Program Round X Master Planning Project grant manual which is hereby incorporated by reference as if set forth fully herein, or until earlier terminated as provided in Article VIII hereof.

**ARTICLE IV
GRANT OF FUNDS**

4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$50,000.00. 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 shown as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement"). The Source of Funds Statement itemizes the absolute dollar amounts 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 "A" 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.
- 4.04 The County shall be responsible for funding any costs that are not eligible for reimbursement associated with the Project including any cost overruns in excess of the Project Cost Estimate. Notwithstanding the foregoing, the Commission may agree, but is under no obligation, to reimburse additional eligible costs in excess of the Project Cost estimate but under no circumstances shall the Commission's contribution exceed \$50,000.00
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

ARTICLE V SCOPE OF WORK

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement is shown as Attachment "B" 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 Agreement. Notwithstanding the foregoing, no amendment shall be considered valid unless made pursuant to Article IX herein.

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 provided by the Texas Historic Courthouse Preservation Program, 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 the Commission.
- 6.03 The County shall ensure that 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 all documents necessary for the Project and required under the Scope of Work to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during the Project . The County shall not make changes to the documents required to be delivered under the Scope of Work without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), shown in Attachment "B", 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 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.
- 6.07 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.
- 6.08 The County shall make the Property available to the Commission for regular site visits necessary to evaluate the courthouse and the Commission shall be notified of and have the right to attend interim progress meetings.
- 6.09 Pursuant to 13 Texas Administrative Code §§12.7 (e)(1) the County shall only use funds granted under this Agreement to perform the work authorized in Attachment "B", Scope of Work, or as otherwise approved in writing by the Commission.

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 shall be eligible for reimbursement at an amount not to exceed the State grant funding amount listed in the Source of Funds Statement included in Attachment "A". 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 Project Cost Estimate is attached as Attachment "A" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and are not included in the local match figure indicated in the Source of Funds Statement. 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.

- 7.03 Documentation necessary for reimbursement of eligible Project costs and expenses shall include a certified statement of services rendered with a copy of the payment check.
- 7.04 Reimbursement of eligible Project costs and expenses shall be held by the Commission until the Project described in the Scope of Work is complete and determined satisfactory within the sole discretion of the Commission. Interim reimbursements may be made at the discretion of the Commission.
- 7.05 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.

ARTICLE VIII TERMINATION

- 8.01 Termination for Convenience. The Commission may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, upon written notice to the other Party thirty (30) calendar days before the effective date of such termination. This Agreement may also be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties.
- 8.02 Termination for Cause. 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 this Article 8.02 hereof. 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 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract. Termination of this Agreement for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Agreement: Sections 6.10, 8.04 and Articles: IX, and XIX.
- 8.04 Withdrawal by County. Notwithstanding the foregoing, 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.

- 8.05 Excess Obligations. This Agreement is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.

**ARTICLE IX
CONSTRUCTION OF CONTRACT AND AMENDMENTS**

- 9.01 Entire Agreement. This Agreement, including all Attachments, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this Agreement, the County agrees to strictly comply with the requirements and obligations of this contract, including all attachments.
- 9.02 Amendment. This Agreement shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Agreement shall be binding upon the Parties and presumed to be supported by adequate consideration. 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.
- 9.03 Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.
- 9.04 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this contract.
- 9.05 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**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 Mike Campbell, Clay County Judge
Courtthouse Annex
PO Box 548
214 N. Main St. Henrietta, Texas 76365
Phone: 940-538-4651; Cell: 940-538-6423; Fax: 940-264-4160

**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. Notwithstanding the foregoing, all documents and data prepared under this Agreement ("Work Product") shall be made available to the Commission without restriction or limit on their further use. Accordingly, the County does hereby grant the Commission an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works) at no additional cost to the Commission, in any manner the Commission deems appropriate in the exercise of its sole discretion, any component of such Work Product. The County shall obtain from consultants, contractors, and subcontractors (if any) all rights and data necessary to fulfill the County's obligations to the Commission under this Agreement. If a proposed consultant, contractor, or subcontractor refuses to accept terms affording the Commission such rights, the County shall promptly bring such refusal to the attention of the Commission and not proceed with the agreement in question without further authorization from the Commission.

**ARTICLE XIV
VENUE AND COMPLIANCE WITH LAWS AND REGULATIONS**

- 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.
- 14.02 The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**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 not 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, Project Cost Estimate,

Attachment "B" Scope of Work, Project Schedule

Attachment "C" Executed Contract or fee proposal between the County and Consultant

**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
ETHICAL AFFIRMATIONS AND CONFLICTS OF INTEREST**

- 18.01 Dealings with Public Servants. Pursuant to Section 2155.003 of the Texas Government Code, County represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- 18.02 False Statements. County represents and warrants that all statements and information prepared and submitted in this Agreement or in any application for grant or loan funds contemplated by this Agreement are current, complete, true, and accurate. Submitting an application for funding under this Agreement with a false statement or material misrepresentations made during the performance of this Agreement is a material breach of contract and may void the submitted application and any this resulting Agreement.
- 18.03 County represents and warrants that the acceptance of funding and performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**ARTICLE XIX
AUDITS, INSPECTION OF BOOKS, RECORDS, AND WORK,
AND PUBLIC INFORMATION ACT**

- 19.01 State Auditor's Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the County or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the County or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. County shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Agreement and the requirement to cooperate is included in any subcontract it awards.
- 19.02 Inspection of Books, Records, and Work. 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 seven (7) 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.

19.03 Public Information Act. County understands that Commission will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, County is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

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

TEXAS HISTORICAL COMMISSION

CLAY COUNTY

By: _____

By: *Mark Russell*

Title: _____

Title: *County Judge*

Date: _____

Date: *9/5, 2019*

**ATTACHMENT A
COUNTY OF CLAY**

A grant award was approved by the Texas Historical Commission (“Commission”) on January 25, 2019 to Clay County (“County”) under Round X of the Texas Historical Courthouse Preservation Program (“Program”), FY 2018-19 biennium for the Clay County Courthouse Preservation Master Plan (“Project”).

The grant supports planning for the Project as described in the “Scope of Work” in Attachment “B”. The eligible costs associated with performance of the Scope of Work the Project (“Project Cost”) is stated below. See the fee proposal or professional services contract, Attachment “C” for additional information.

SOURCE OF FUNDS

The Source of Funds for this Project shall be:

State grant funding (not more than \$50,000) =	\$50,000
County matching share (not less than \$5,000) =	<u>\$5,000</u>
Maximum Project Cost (see below) =	\$55,000

Note that the county match share includes a credit for the County’s prior master plan costs per 13 TAC 12.7(d).

PROJECT COST

The professional services provided for this project as shown in Attachment “C”, AIA Document B101 – 2017 between Clay County and Harper Perkins Architects (the “Consultant”) for the Clay County Courthouse Master Plan Update, Henrietta, Texas (Contract) states that the compensation will be \$55,000.00 with additional services at a standard hourly rates.

Unless further eligible costs are incurred and are approved by the Commission, the maximum Project Cost for this Project shall be per the executed contract at \$55,000.

SCOPE OF WORK

Notwithstanding any previously executed fee proposal, contract and/or agreement, the County will hire and contract with a third-party consultant (“the Consultant”) and ensure that the Consultant will perform the Scope of Work associated with the Project as described below:

1. Develop a new, updated *Preservation Master Plan for the Clay County Courthouse* (“Master Plan”). The Master Plan shall conform to the Commission’s revised “*Recommended Outline for Courthouse Preservation Master Plan*” dated 2/2019.
2. The documents associated with the Master Plan shall be submitted for interim review and approval to the County and Commission at the agreed intervals and dates provided in the Project Schedule (below) unless extensions are approved by the Commission.
3. The final version of the Master Plan shall incorporate all comments and be approved by the County and THC.
4. The work undertaken and/or services provided by the Consultant, unless otherwise agreed by the County and Commission will include:
 - a. Reconsider previous existing conditions evaluation and proposed recommendations,
 - b. Reconsider the functional and programmatic requirements of the County,
 - c. Provide a scope of work for the restoration of the building as well as an alternative approaches to design and construction as directed by the County that reflect budgetary or other constraints,
 - d. Preparation of a pre-design Cost Estimate, or Opinion of Probable Cost, for the approach(es) described in the Master Plan (“Project Budget”), and
 - e. Qualified structural, mechanical and electrical engineering consultants and the services of other consultants may be necessary to fully assess the building.
5. Site visits will be conducted as necessary to evaluate the courthouse and attend interim progress meetings with the County, Commission and other representatives as directed by the County.

PROJECT SCHEDULE

The services and deliverables will be performed according to the following Project Schedule or earlier. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline:

1. Outline or 30% submittal for the proposed Master Plan including identification of areas of emphasis for consultation between County and THC by August 1, 2019,
2. 60% submittal by September 14, 2019 includes some consultant reports and on-site investigation,
3. 95% submittal for review and comment including Project Budget by November 15, 2019, and
4. Final 100% complete submittal for approval by February 1, 2020.



ATTACHMENT ~~B~~ C
COUNTY OF CLAY

Judge Mike Campbell
Courthouse Annex
P.O. Box 548
214 N. Main St.
Henrietta, Texas 76365
Phone: 940-538-4651
Cell: 940-538-6423
Fax: 940-264-4160
<https://www.co.clay.tx.us/>

Clay County Courthouse
100 N. Bridge Street (On the Square)
Henrietta, Texas 76365

Texas Historical Commission
Phone 512-463-6100
thc@thc.texas.gov
Mailing Address: P.O. Box 12276
Austin, TX 78711
Physical Address: 1511 Colorado St.
Austin, TX 78701
Architectural Staff:
Eva Osborn
eva.orsborn@thc.texas.gov
512-463-6094
architecture@thc.texas.gov

Re: Clay County Courthouse Restoration - Proposal:

Judge Campbell:

We wish to express our sincere thanks to you and the Clay County Commissioners for allowing Harper Perkins Architects to assist in the Restoration and Renovations of the Clay County Courthouse.

As per our discussions previously in court, we understand that you would like HPA to update the Clay County Master Plan for the Texas Historical Commission. HPA would review the existing report, and re-evaluate the existing conditions of the courthouse, and produce a report – Updated master plan that lays out the information collected, and makes recommendations to achieve the goals to restore the courthouse to the 1922 edition of the structure. Harper Perkins Architects, Inc. (HPA) is prepared to provide these services for proposed fees as follows:

Harper Perkins Architects, Inc.

A proposed hourly fee up to \$55,000: HPA would monitor the hours that are spent and if our time/actual expenses begins to exceed that amount, then we would discuss and negotiate with you on additional compensation if necessary, but it is not anticipated. HPA would create an Updated Master Plan, based on the 2002 Williams Company Master Plan provided to us. We will coordinate with our Structural, Mechanical and Electrical engineers for recommendations and code compliant resolutions. Additionally, we will consult with Preservation consultants as needed for evaluation and recommendations for the project. On a project of this type, we propose a fee based on hourly rates.

Our standard Hourly Fees are as follows:

Architect	\$120	MEP Engineers Principal	\$160
Architectural Associate	\$ 90	MEP Licensed Engineer	\$140
Architectural Administrative	\$ 75	MEP Graduate Engineer	\$120
Structural Engineers	\$125	MEP Design Personnel	\$ 90

HARPER PERKINS ARCHITECTS, INC.
4724 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302-3599
VOICE: 940-767-1421 FAX: 940-397-0273
EMAIL: gramsev@harperperkins.com

GLENDIA G. RAMSEY, AIA, CSI, RAS
SAM K. KENSHALO, ASSOCIATE AIA, RAS
MATTHEW D. ENGLISH, ASSOCIATE AIA, RAS
CW FARRIS, RAS, ASSOCIATE

Additional Reimbursable Fees:

Reimbursable Fees at an Hourly Rate would be billed for production of any 3-Dimensional "Life Like" Renderings at the quoted fees above if the renderings are required. Estimates for those Renderings would be negotiated at the time when they are requested. As the project moves forward, additional reimbursable fees would also include any regulatory fees for permitting, inspections, TDLR plan review and inspection, as well as advertising required for bidding purposes. Reimbursable fees would also apply to reproducing multiple copies of the final report and then again as the project moves forward, contract documents produced for bidding purposes provided to prospective bidders and regulatory entities that require hard copies of plans and specifications.

If you are in agreement with this proposal, we are prepared to start work immediately and schedule meetings with you and your Staff to begin the Planning process. We would also proceed immediately to schedule our Consultants for on-site visits to begin their scope of work. Please contact me by email at your earliest convenience if you have any questions. We look forward to working with you and the County on this project! HPA generally uses a standard AIA contract B141 Owner – Architect contract should the project proceed to the construction phase of the grant process.

Sincerely,

Glenda G. Ramsey, AIA, RAS

Scope of Work

Clay County Courthouse

The Scope of Work for this grant-funded project is to provide comprehensive planning services resulting in the Master Plan update, leading to Construction Documents for Restoration of the Clay County Courthouse.

Project Philosophy and Description

The project involves the restoration of the Clay County Courthouse as defined by the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 1995. The 1922 remodel of the Courthouse has been selected as the target date for the restoration mainly because the domes and clock towers that were previously on the building cannot be replicated.

The Restoration of the Clay County Courthouse falls into multiple phases, which could be looked at in order, or as necessity reveals.

Phase 1 is the exterior restoration. It is paramount that the roof, windows and the exterior envelope be restored to the 1922 condition and to a watertight condition. Interior restoration will be accomplished until it is assured a watertight envelope is in place.

Phase 2 is the interior restoration. Generally it removes partitions and doors added since 1922 to the greatest extent possible. It removes all added systems such as paneling on walls and lay-in acoustical ceilings. Finishes, doors and spaces will be restored to the 1922 condition.

Architectural/Engineering Services: Harper Perkins Architects will provide comprehensive services associated with the Master Plan Update:

Deliverables for the Master Plan and each review by THC & the County:

Submittal of a Digital and 2 Hard copies of the document will include:

1. Color digital images printed at 300 dpi may be used in the body of the document.
2. Final photographic documentation should be in the appendix. High resolution digital images at 6 megapixels or larger in size (200x3000) are required of:
 - a. Each elevation
 - b. Any significant public space(s) affected by the proposed work
 - c. At least one historical image.
3. Cost Estimate, Engineering Recommendations and Master Plan Requirements & Field measurements of existing conditions of the courthouse
4. Documents following the THC recommended outline for Courthouse Restorations :
 - I. Introduction: The introduction section provides a synopsis of the contents of the current master plan, why and how it was developed, and who was involved.
 - A. Executive Summary
 - B. Current statement of master plan goals and purpose
 - C. Methodology used for master plan development and revision
 - D. Identification of current master plan participants with contact information
 - II. Historical and Architectural Development: Section II will place the courthouse into a historic and architectural context. It should describe the events leading to the construction of the courthouse, identify important events or persons associated with the building and document historic courthouse photographs or drawings. It will include an architectural description of its original design and establish a period(s) of architectural significance for the building. Finally, it should explain, in narrative and graphic formats, the major physical changes made to the building over time which brought it to the appearance it has today.
 - A. List all previous county courthouses and related buildings (jails, annexes, storage buildings, etc.)
 - B. Record significant historical events that occurred at current courthouse or on grounds.
 - C. Provide a narrative description of the building's architecture and stylistic elements that justifies a time period of its highest architectural significance. Include documentation for existing building(s) in its original condition, original drawings and historic photographs, if available, and information on the architect and contractor. If original drawings are not available, produce line drawings showing original plans and elevations to scale.
 - D. Document later modifications with a narrative description and annotated drawings including dates for the alterations and historic photographs, if available.
 - E. Describe the building's current historical designations and preservation easements as applicable.
 - III. Evaluation of Existing Conditions: Section III will fully identify and evaluate the courthouse and its grounds as they exist currently. This section is not simply a physical description of the building's appearance and character-defining features, but a full and thorough evaluation of the current condition of all building and site elements. Such evaluations should be conducted with a historic preservation emphasis balanced with concern for life-safety, functional and technological needs (both present and anticipated), accessibility for the disabled, security and energy efficiency. Space needs must be evaluated within the context of all county-owned buildings to determine the current adequacy of existing facilities. Findings must be presented both in narrative and graphic form to ensure the plan is as clear and understandable as possible.

- A. Evaluate the current conditions on the site.
 - 1. Develop a site plan showing adjacent buildings, vegetation, site furnishings and monuments.
 - 2. Provide a narrative and/or graphic condition assessment of site drainage, vegetation, vehicular and pedestrian circulation, parking, public spaces, lighting, utilities and archeologically sensitive areas.
 - B. Evaluate the building's current existing conditions and identify all deficiencies.
 - 1. Annotate all floor plans and elevations to provide general and location-specific information about the building including an identification of historic versus non-historic fabric.
 - 2. Produce a narrative description and condition assessment of architectural features such as roof and roof drainage systems, tower or cupola (if any), masonry, doors and windows, or arcades (if any), metal hardware and accessories, lighting, interior wall, floor and ceiling finishes, millwork, stair elements, and architectural furnishings. Information should be represented in current photographs and/or keyed to measured drawings.
 - 3. Provide current evaluations of all building systems by qualified professionals, including structural, mechanical, electrical, plumbing, security and fire protection systems.
 - 4. Describe special conditions or materials that require further analysis or testing prior to initiating any rehabilitation work and perform these analyses if appropriate, i.e. asbestos testing, lead paint analysis, mortar analysis, paint color identification, investigative selective demolition, etc.
 - 5. Evaluate functional considerations, including life/safety issues, compliance with applicable building codes and Texas Accessibility Standards, archival documents and records storage, data processing, communications, security, energy efficiency and anticipated acoustical limitations.
 - 6. Describe and evaluate adequacy of current space use, including other county owned or occupied facilities, and develop a square footage projection of future space needs, including properties potentially acquired by the county.
- IV. Restoration and Rehabilitation Recommendations: Section IV provides specific recommendations for the restoration and rehabilitation of the building based on the current condition assessment in Section III. All recommendations should be in conformance with the *Secretary of the Interior's (SOI) Standards for the Treatment of Historic Properties*. Recommendations should be prioritized into logical scopes of related work and preliminary cost estimates for each included. Describe a phased plan for the entire project based on priority and balanced with the county's financial resources.
- A. Provide a summary of recommendations for the building(s) and site, prioritized according to need.
 - B. Give detailed recommendations addressing all major building deficiencies, space use, systems upgrades and restoration of significant architectural features and spaces. Provide alternative recommendations where appropriate. Recommendations for all character-defining features and significant or primary spaces should generally be consistent with the *SOI Standards for Restoration*. Recommendations for secondary spaces should generally be consistent with the *SOI Standards for Rehabilitation*.
 - C. List items requiring further analysis or testing in connection with the development of construction documents (hazardous materials, masonry conservation, conservation of decorative finishes, etc.).
 - D. Provide preliminary cost estimates, or "opinion of probable cost", for all recommendations and in addition, for any separate recommended phases of work, each projected to FY 2020-21 construction.
 - E. Develop a phased scope of work for the project, as needed, based on the recommended priorities and projected funding availability. Identify potential funding sources for each phase.
 - F. Outline a plan and regular schedule for building maintenance.

V. Required Appendices: Section V provides any additional information descriptive or explanatory information not contained in the previous sections. Such information might include relevant technical articles or publications, codes, contacts, excerpts from county records, and other items as listed below.

- A. Bibliography
- B. Endnotes or bibliographic citations for information presented in Section II
- C. Commissioner's Court minutes, as applicable to construction or alterations
- D. Historic photos and plans
- E. National Register nomination/designation file
- F. Previous plans or studies of courthouse (may be an attachment or separate volume)
- G. Reports prepared by consultants or testing agencies (may be attached separately)
- H. The *Secretary of the Interior's Standards for Restoration and Standards for Rehabilitation*
- I. A copy of any Preservation Easement(s) granted to THC, if applicable
- J. Section 442.008 of Texas Government Code (TGC) concerning protection of county courthouses
- K. Section 442.006 of the TGC on Recorded Texas Historic Landmarks, if applicable