

Texas Historic Courthouse Preservation Program

ROUND IX GRANT MANUAL

PLANNING GRANT GUIDELINES



THCPP STAFF

Sharon Fleming, AIA, Division & Program Director
Susan Gammage, Courthouse Program Assistant Director
Britten Barr, Architect
Whitney Bayers, Courthouse Program Specialist
James Malanaphy, Architect
Eva Osborne, Architect
Tania Salgado, Preservation Consultant
Megan Koch, Accountant
Chris Florance, Public Information & Education

Mailing Address:

Texas Historical Commission
Division of Architecture
P. O. Box 12276
Austin, Texas 78711-2276

Physical Address:

Texas Historical Commission
Division of Architecture
108 W. 16th Street, Second Floor
Austin, Texas 78701

512-463-6094 Fax 512-463-6095 E-mail addresses for all staff are firstname.lastname@thc.texas.gov



TEXAS HISTORICAL COMMISSION
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GRANT MANUAL INDEX

1. PROGRAM RULES AND REGULATIONS

Section contains the legislative authority for the Texas Historic Courthouse Preservation Program (THCPP) and its current implementing rules.

2. STARTING THE PROJECT

Section outlines the administrative procedures that will be established and the documents to be executed prior to starting the grant funded work.

A. GRANT ORIENTATION MEETING

Provides a description of the initial steps of accepting the grant.

B. FUNDING AGREEMENT

Provides a description of and conveys the contractual agreement between parties.

C. GRANT OF EASEMENT

Provides a description of and conveys the property easement document.

3. PROJECT EXECUTION

Section describes the procedures for review and approval of the work performed under the construction contract and reimbursement for such work.

A. PLANNING PROJECT

Section describes the THC's technical review procedures.

B. REIMBURSEMENT

Section outlines the project documentation required by the THC to process a request for reimbursement and includes reimbursement forms.

4. PROJECT CLOSEOUT

Section outlines steps for completing the project.

A. COMPLETION OF THE WORK

Section outlines the procedural steps for project close-out.

5. APPENDIX



TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM

Round IX Planning Project Manual
Revised 1/2017

1. PROGRAM RULES AND REGULATIONS

The Texas Historic Courthouse Preservation Program is an unprecedented effort by the state and local governments to preserve historic county courthouses. It has been widely recognized and received several national awards for its achievements. To date, more than 63 Texas courthouses have been fully restored through this program.

The THCPP, created in 1999, exists under the authority of the Texas Government Code, Section 442.0081, Historic Preservation Program Grants and Loans; 442.0082, Historic Courthouse Project Requirements; and 442.0083, Funding for Historic Courthouse Preservation Program, Historic Courthouse Preservation Fund Account.

The implementing regulations for the program are described in the Texas Administrative Code, Title 13 Cultural Resources, Part 2 Texas Historical Commission, Chapter 12 Texas Historic Courthouse Preservation Program, as amended. These regulations were developed by the Texas Historical Commission to implement this program.



2. STARTING THE PROJECT

Congratulations on receiving a Round IX grant award. Whether a construction, planning or emergency grant, we're glad to work with you toward the preservation of your historic county courthouse.

This section discusses the procedures and terms under which the grant must be administered, identifies the parties involved, and describes in detail the important first steps in the process. The task of developing the planning documents will be explained in a later section.

The planning activities, including executing the program documents and contracts, should provide ample time for establishing a dialogue about the courthouse. Our expectation is that all parties share a common vision for this courthouse project, specifically the work referenced in the grant application. Please become familiar with the scope commitment as the planning documents are finalized.

We find the most successful projects are the result of good communication between the parties and a thorough understanding of the issues, the roles, and responsibilities of each.



2A. GRANT ORIENTATION MEETING

Following notification of the grant award, a **grant orientation meeting** will be held to familiarize participants with the grant program guidelines. All project participants, including county/municipality representatives who have a role in the project, professional consultants, and interested members of the local community are invited to attend. The county judge, mayor or designated contact, and the project architect each will receive a copy of this grant manual. If needed, additional manuals can be printed from the enclosed compact disk.

The **county/municipality**, as grant recipient, carries the primary responsibility for executing this project in accordance with all procedures stated in this grant manual, for executing contracts with the professional consultants, and for paying all costs associated with the project. The grantee must also ensure that all necessary THC approvals are obtained, reporting information is submitted to the THC, and that meetings are properly coordinated with the THC.

The grant work includes administrative, legal, financial, and construction components. It may be useful, therefore, to identify the grantee's expertise in these areas and involve the appropriate participants at an early point in the process. Familiarize them with the procedures and call the THC should you need clarification on any issue.

In addition, the county or city officials should familiarize themselves and comply with the **Uniform Grant Management Standards** (UGMS) produced and distributed by the Comptroller of Public Accounts. Chapter 783 of the Texas Government Code states "It is the policy of the state to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state and federal agencies." The UGM Standards are found at www.comptroller.texas.gov/procurement/prog/grant-management.

The **project architect and/or consultant(s)** is your advisor on matters related to the project. The county/municipality should work with a preservation architect or architectural firm that has ample time and appropriate skills to execute the project in accordance with its needs and these procedures. The scope of the architect's responsibilities is defined in your architectural services contract and should be expanded as necessary to address these procedural requirements. The sub-consultants, such as mechanical engineers, structural engineers, lighting designers, and paint conservators also provide valuable input to ensure the project meets the county/municipality's functional requirements as directed by your architectural consultant.

The **THC** will be your partner during the planning and execution of the grant-funded work. Our staff architect or preservation consultant assists you in achieving a quality preservation project and facilitates reimbursement of funds. This individual will work closely with you and the construction team throughout the project.



2B. FUNDING AGREEMENT

A **Funding Agreement** (Agreement), the body of which has been prepared for each project by the THC, states the obligations of the grantee and the THC with regard to the grant project (see front pocket for an original copy). By its execution, the grantee commits to carry out the project in conformance with the program requirements and the procedures of this manual.

Please review the Agreement language carefully and ensure that the terms and grantee's responsibilities under the Agreement are well understood by all parties.

Supporting documents for the agreement include the following attachments to the agreement (see samples with Agreement located in front pocket).

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

The architect/consultant shall provide the Attachments B, C and D; the THC will provide Attachment A; and the county/municipality will provide Attachment E. After approval of these attachments by THCPP staff, the Agreement and all attachments will be assembled, approved, and signed by the grantee's representative. Two original prints of these documents should be mailed to THC for signature by the Executive Director of the THC. One set will be returned to the county after all signatures are secured. The county/municipality shall also prepare a statement concerning selection of the architect and transmit original copies of the signed documents to the THC for signature.

The Agreement must be signed by both parties prior to initiating grant funded work and preferably within 90 days of the date of the award. Undue delay in executing this Agreement may result in forfeiture of the grant funds.

Please note that it may be necessary to amend the Agreement to reflect any significant changes to the project cost, schedule, or scope.

Attachment A: Source of Funds Statement and Verification (Funds Statement)

Planning grant awards in Round IX were based on 90% of the total planning request stated in the grantee's grant application and require a minimum 33% cash match.

The Funds Statement prepared by the THC establishes the award amount provided by the state and the minimum match amount that the grantee will provide to accomplish the scope of work. The **state share**, or THCPP grant award amount, is the amount determined by THC for the award. The **local share** figure is the balance of the planning costs.



The **verification** commits the grantee to providing all remaining funds necessary to complete the grant project. **Please note that the state’s award is based on the grant application’s estimated project cost, yet the obligation to meet all final project costs is the grant recipient’s.** For example, if the actual project cost is more than the estimated cost or if unforeseen expenses arise, the grantee must assume payment of these additional expenses. The local funding share may be provided in ready cash, loans, certificates of obligation, or other non-THC grant awards. State funds are distributed on a cost-reimbursement basis.

If the total project cost either increases or decreases by more than 10% after the Source of Funds Statement has been signed by the grantee and submitted to the THC, an amended source of funds statement must be approved, signed, and attached to the Funding Agreement to the THC in order to update the contribution percent of the parties.

Attachment B: Project Cost Statement

The Project Cost Statement must be provided as an attachment to the Agreement. The cost of the planning work is the project architect’s fees for schematic design, design development, construction documents, and cost estimating. It should also include the fees of the architect’s consultants such as engineers, lighting and acoustical consultants, and specialty conservators’ reports.

Note that the **professional fees for a Round IX planning project** in excess of 13% of the eligible construction costs are ineligible for reimbursement by the THC. Professional services associated with ineligible project scope are also ineligible for reimbursement.

The construction cost estimate, finalized with the final document submittal, represents your consultant’s current opinion on the cost of the work based on their professional experience and shall include reasonable allowance for contingency, market fluctuations, and unforeseen conditions.

Consult with the THC or refer to Section 3B of this manual to identify **any ineligible project costs** in your estimate, such as non-preservation related expenses; these costs must be totaled separately. All project costs that are not eligible for reimbursement from this grant program are the sole responsibility of the county/municipality and should be budgeted as such.

Attachment C: Scope of Work

Planning work to be performed under the Agreement is described in the Scope of Work. This document establishes all parties’ general expectations for the project and should clearly state the treatment approach, i.e., restoration or rehabilitation, selected for this building. It should describe the scope of the architect’s services and include all deliverables to be provided to the county/municipality and the THC. The full Scope of Work shall be met unless specific written agreement is given by the THC.



Attachment D: Project Schedule

Following the general grant orientation meeting, the project architect will develop the Project Schedule, which lists major project milestones. It must take into consideration the work to prepare and execute the program documents and planning documents. Consult with the THC on the proposed schedule prior to its final inclusion in the Agreement.

Attachment E: Resolution of Support

The grantee must execute a resolution of support for acceptance of the grant award and its terms. A suggested text is provided in the sample attachment. The resolution shall commit the grantee to compliance with the guidelines of program, adherence to the terms of the funding agreement, and provide assurance that the grantee is committed to achieving the project as described in the project description/philosophy. The grantee must be aware that its financial commitment to the project may extend beyond the amount estimated as the grantee's participation in the project due to unforeseen circumstances.

Please place a copy of the executed Funding Agreement in this manual for your future reference.



2C. GRANT OF EASEMENT

In the Round IX application for a THCPP grant, your county/municipality may have agreed to convey a **Grant of Easement** (Easement) in the property to the Texas Historical Commission. An Easement reflecting the terms has been prepared (see front pocket).

For detailed information about the easement procedure and required attachments, please see the THC's Policies and Procedures for the Donation and Maintenance of Preservation Easements, in the Appendix of this grant manual.

The Easement must be signed and notarized by the grantor (county/municipality or municipality) and grantee (THC). The original, signed copy will be duly filed by the county or municipality clerk. The grantee should then transmit a notarized copy of the easement with the filing stamp to the THC for its records. The Easement remains in effect in perpetuity or as otherwise agreed.



3. PROJECT EXECUTION

The THCPP grant awards generally fall into one of three types: construction, planning, or a combination of both. A planning grant supports the development of architectural drawings, or plans, and specifications for the construction activity that follows at some later date. A construction grant takes those architectural plans and specifications and adds the necessary contractual information, places them out for bid, and awards the construction project to a contractor who executes the work.

A typical multi-million-dollar construction project is highly complex and requires considerable oversight to achieve the desired outcome. It is critical to determine how the various types of information will be transmitted, reviewed, and approved at the earliest point in the process.

Please be aware that **failure to communicate** necessary information or obtain approvals from the THC can delay the project, cause reimbursements to be withheld and/or the contract to be terminated.

The THCPP-funded design or planning phase of the project will include the following important steps:

(1) Review/transmit architectural contract and selection statement to THC

- Ensure that the contract includes all services required under this manual

(2) Design Review and Approval

- All parties meet at the site to examine architectural and historic issues
- THC reviews Schematic Design submittal and provides written comments
- Project architect and consultants responds to comments in writing
- Plans are revised and developed to next phase, i.e., Design Development, etc.
- Project architect provides required final copies of the approved 95% construction documents and cost estimate to the THC

(3) Reimbursement

- Following each submittal, review and approval by the THC, the grantee pays invoices associated with that phase and submits to the THC for reimbursement

(4) Project Close-out (see Section 4)

- Project architect provides two sets of documents to the THC and one to the grantee



3A. PLANNING THE PROJECT

The planning or design phase of the project is an intensive process whereby the needs of the county/municipality, the building's history and architectural integrity and constructability issues are considered in progressively further detail. The final result is a set of construction documents that can be used to execute the project once construction funding is obtained. The cost estimate will be used for budgeting and future funding applications.

There are several steps to planning this project:

(1) Review and transmit selection statement and architect's contract to THC

The county/municipality will negotiate a contractual arrangement with a licensed architect or architectural firm following the orientation meeting. The **Contract between the Owner and Architect** (usually AIA Document form B141) should specify the services that will be provided by the project architect for this grant funded project.

If the grantee needs to identify an appropriate architectural consultant to hire or confirm its decision, please refer to *Finding and Hiring Qualified Historic Preservation Consultants*, available upon request from the THC or its web site (www.thc.texas.gov). To select the best preservation architect for the job, it is recommended that you interview several candidates, ask other property owners or professional societies for references, and review résumés and examples of completed projects for successful and relevant preservation projects. A **statement of your selection criteria or process** must be submitted to the THC with your architectural contract for services. We do not require issuance of a Request for Proposals (RFP) for architectural services related to this project.

It is essential that the architect or firm selected for this project have experience with similar preservation projects. **Résumés for all staff** involved with the work should be reviewed to determine their experience, and a **statement regarding their qualifications** for this project must be provided. In particular, the professional point of contact for the project must meet the Secretary of the Interior's *Guidelines for Historic Preservation Projects: Professional Qualifications Standards*. These requirements are used by the National Park Service and have been previously published in the Code of Federal Regulations, 36 CFR Part 61:

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State License to practice architecture, plus one of the following: (1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning or a closely related field; or (2) At least one year of full-time professional experience on historic preservation projects. Such graduate study shall include detailed investigations of historic structures, preparations of historic structures research reports, and preparations of plans and specifications for preservation projects.

Essential elements of the architect's contract are the scope of services, deliverables, fees, and schedule. These are also the subjects of attachments to your funding agreement with the THC, so the architect should **ensure that their professional services contract is consistent with their responsibilities under this Program.**



For planning projects, basic services of the architect will include schematic design, design development, and construction documents. Several site visits will be made to the courthouse by the project architect for field measuring and investigations. Also, the county/municipality may wish for the project to make interim presentations before the architect proceeds to the next stage of development. Technical reviews will be performed by the THC and the project architect will respond to each set of THC comments in writing and with revisions to the plans.

While the consultants' fees for the planning work may exceed 13% of the eligible construction cost, the THC will not reimburse the grantee for professional services in excess of that limit.

The grantee must provide a copy of its contract with the architect, a statement of the architect's qualifications, and the resume of the project architect prior to submitting any requests for reimbursement.

(2) Design Review and Approval

The documents prepared by the architect and its team are the final product of this project. It is very important that the county/municipality and its consultant work closely with THC in their development.

Architectural project documents that describe the proposed work shall be submitted by the architect as: 1) schematic design package, 2) design development package, 3) 60% complete construction documents, and 4) 95% complete construction documents (see description of these phases below). All deliverables detailed in the **Scope of Work** should be provided for each phase.

The architectural plans and specifications will be reviewed by the THC to determine if they are consistent with the approved master plan and the applicable treatment within Secretary of the Interior's ***Standards for the Treatment of Historic Properties***, as appropriate. Note that **restoration** is defined as "the act or process of accurately depicting the form, features and character of a property as it appeared at a **particular period of time** by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration. The limited and sensitive upgrading of MEP and other code required work to make the property functional is appropriate within a restoration project". **Rehabilitation**, by contrast, does not involve the removal of historic features and no specific date is represented.

The submittals will meet the approved **schedule** for project planning established in the Funding Agreement. Failure to meet the schedule may result in forfeiture of the remaining grant award unless a written extension request is received from the grantee documenting the nature of the delay. The extension request must be submitted at least fourteen (14) days prior to the due date for that submittal.

The county/municipality will provide one copy of the documents to the THC for each scheduled review. THCPP staff will require approximately **four weeks from the date of receipt to review each submittal**. Subsequent to the in-house review, the THC may request a meeting with the architect and county/municipality representative(s) to resolve substantive concerns regarding any aspect of the proposal. The architect will then revise the documents to address the comments of the THC and receive approval prior to proceeding to the next phase.



Schematic design phase: Typically, in this phase the architect has determined the basic requirements of the project and has prepared drawings and other documents illustrating the scale and relationship of project components.

The package of deliverables should include:

- measured floor plans, elevations, and roof plan keynoted for demolition and new work
- site plan, noting all existing features and identifying new work
- analysis of relevant programmatic information
- narrative description of MEP systems
- status report on historic paint analysis, hazardous/materials survey, geo-technical or other testing specified in the scope work
- construction cost estimate (17% contingency “suggested”)

We recognize that it is likely that a portion of this work has already been completed in preparation of the master plan. Approval of the master plan, however, does not necessarily preclude the THC comments on any aspect of the submittal.

Design development phase: At this point, the architect prepares drawings and other documents from approved schematic design studies that fix and describe the size and character of the entire project as to the materials, the architectural, structural, mechanical and electrical systems, and other such elements as may be appropriate.

The package of deliverables should include:

- plans, elevations, and section drawings noted for specific work required
- site plan including survey and noting all site work, grading, new equipment, hardscape and landscape features
- completed window and door condition survey, draft recommendations
- completed masonry condition survey, draft recommendations
- schematic MEP proposals coordinated with other disciplines
- geo-technical reports and structural proposal
- reflected ceiling plans
- enlarged plan details, such as accessibility solutions
- outline specifications identifying all relevant subdivisions
- construction cost estimate, quantity survey (10% contingency “suggested”)

Construction documents phase: The architect prepares drawings and specifications from the approved design development documents that set forth the detailed requirements for construction of the project and assists the owner in the preparation of bidding documents.

Construction documents should be submitted approximately 60% complete and include:

- Floor plans, elevation, and building sections with notes, references, and symbols
- Site plan indicating all site work with details of new construction
- Survey and schedule for window and door rehabilitation
- Survey and recommendations for masonry survey



TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM

Round IX Planning Project Manual
Revised 1/2017

- Proposed finish schedule
- Proposed hardware schedule
- Proposed interior elevations and casework
- Proposed construction details
- Proposed light fixture selections
- Draft project specifications, field testing of materials and products
- Opinion of probable construction cost (7.5% contingency “suggested”)

Construction Documents (95% submittal) should include:

- Floor plans, elevation and building sections with notes, references, and symbols
- Site plan indicating all site work with details of new construction
- Survey and schedule for window and door rehabilitation
- Survey and recommendations for masonry survey
- Finishes and hardware schedules
- Interior elevations and casework
- Enlarged floor plans and construction details
- Complete project specifications
- Opinion of probable construction cost (7.5% contingency “suggested”)

Selective demolition may be encouraged to verify hidden conditions and reduce the need for change orders during construction. As the design progresses, the THC will meet on a regular basis with the grantee’s representative(s) and project architect. The grantee should ensure that the project architect implements the THC-recommended revisions to the plans and completes the plans in a timely manner.



3B. REIMBURSEMENT

The THC has maintained an excellent record in the administration of state and federal grant funds. We encourage the grantee’s treasurer or auditor to establish a separate account for this project and to maintain an up-to-date budget of anticipated project costs and a record of expenditures. A grantee’s expenditure of money received under this program is subject to audit by the State Auditor in accordance with Chapter 321 of the Texas Local Government Code.

The program distributes funding on a **cost-reimbursement basis**. The county/municipality shall be responsible for developing a method for paying all project-related expenses as they come due, then requesting reimbursements from the THC.

A blank **Reimbursement Request** form, along with a sample cover letter is provided for your use. If you need any help filling out the form or have questions, please contact the THC staff. Questions regarding grant funds management should be directed to the THC Chief Financial Officer, Corey Crawford, at 512-475-0774. If you wish the funds to be transmitted electronically, please make these arrangements prior to your first request.

Following is a summary of the information provided in your request:

The **Project Information** contains general information such as the judge’s or mayor’s name, and phone number. The grant fiscal year is 2016-17. The Initial Grant Award is the amount listed in the Funding Agreement as the state funds. The Total Eligible Project Cost is the amount of the Total Project Cost listed in the Funding Agreement. The Revised Grant Amount included the Initial Grant Award plus any supplemental awards received as amendments to the Funding Agreement.

The **Grant Award Number** is the county/municipality name and the year of award, e.g., Pecan-2016.

The **Payment Recipient** and chief financial officer is usually the county or city treasurer.

The **Federal or State Identification Number** is the taxpayer identification number and is required for our accounting.

The **Type of Payment Requested** will always be partial unless the project is finished. See final request instructions below.

The **Period Covered This Request** is the period during which the expenses were incurred or services delivered, not the date the checks were written or invoices were received. While this period can overlap with other requests or exceed 30 days, it may not include any expenses incurred prior to the date of the grant award or any construction expenses incurred prior to the notice to proceed to construction.

The **Reimbursement Calculation** refers to the state and local percentage share of the total project cost (see the Funding Agreement, Attachment A: Funds Statement, for your project’s



percentage shares). If the county/municipality has made a cash commitment to the project, a percentage of the total reimbursement request equal to the state funding share for the project, will be distributed for each request.

Required attachments for each reimbursement request include documentation for the previous quarter's eligible project costs, as follows:

Expense Summary

If more than one check is involved in the reimbursement request, provide a summary or tally for 1) the eligible portions of check amount, 2) the name of the vendor, and 3) total eligible project costs for this period. If portions of any invoice do not apply to this project or are ineligible for reimbursement, highlight that information and/or provide a note calling attention to its exclusion in the total project expense for that period.

Reimbursement for professional services, i.e., architect's and consultant's fees, to include:

- a billing statement(s) from the project professional, and
- a copy of the cancelled payment check(s) or voucher(s)

If your bank cannot provide a cancelled check to the document expense, please ask the bank to provide a voucher statement or document that shows that the funds have cleared the grantee's bank account.

Invoices from the project architect to the county/municipality will not be reviewed by the THC prior to payment by the grantee; however, the THC recommends that the county/municipality ensure that the submittal is approved by the THC and is claimed by the architect for payment. Your THC staff architect or preservation consultant should be consulted if you have questions regarding the eligibility of project costs.

The requests do not need to be made at the same time each month, and may include more than 30 days of project expenses. If a request has been submitted and you need to check its status, please contact Whitney Bayers at 512-463-8821.

The grantee should receive a payment check from the THC for all approved eligible expenses within 30 days of receipt. It is our goal to process the requests within a week, if possible, and transmit the funds electronically. Reimbursements may be held, however, if further information related to the execution or documentation of the expense is needed. The THC may request a site visit or additional documentation from the county/municipality or architect to confirm that the expenses are eligible and approved.



Submitting a Reimbursement Request

Hard copies are preferred but you may email a pdf directly to whitney.bayers@thc.texas.gov. Please ensure the pdf is of the highest quality for printing, otherwise, a hardcopy will be required. Faxes will not be accepted.

Address for regular USPS mail:

TEXAS HISTORICAL COMMISSION
Attention: *Whitney Bayers*
P.O. Box 12276
Austin, TX 78711-2276

By courier to:

Whitney Bayers
Texas Historical Commission
108 W. 16th Street, 2nd Floor
Austin, TX 78701

The county/municipality should receive a payment check from the THC for all approved eligible expenses within 30 days of receipt. It is our goal to process the requests within a week, if possible, and transmit the funds electronically. Reimbursements may be held, however, if further information related to the execution or documentation of the expense is needed. The THC may request a site visit or additional documentation from the county/municipality or architect to confirm that the expenses are eligible and approved.

If a request has been submitted and you need to check its status, contact Whitney Bayers at 512-463-8821.

Final Request

The THC will retain the final 10% of the grant award until the project is complete and all grant requirements have been met. **Projects that are not completed by their scheduled date of completion and/or 6 months of substantial completion will risk forfeiture of the final reimbursement.** Project and reimbursement schedules initially developed for the grant project are firm unless written requests have been received and the THC has granted extensions.

The project is completed when the owner satisfies the final application for payment to the contractor and architect and all grant program requirements have been fully met. The county/municipality should then submit a **final request for reimbursement to the THC**. This request will include a copy of the final invoice. In addition, the THC should have received the three required copies of the planning documents.



TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM

Round IX Planning Project Manual
Revised 1/2017

SAMPLE

July 1, 2016

Whitney Bayers
Program Specialist
Texas Historical Commission
Texas Historic Courthouse Preservation Program
PO Box 12276
Austin, TX 78711-2276

RE: Pecan County Courthouse Preservation Project, Reimbursement Request #5

Dear Whitney:

This request for reimbursement for the county’s expenditures, are for the period June 1, 2016- June 30, 2016. During June, we paid the following vendors.

Expense Summary

Payee	Invoice #/Description of Services	Check #	Amount
Construction Co.	Pay Application #1, June 1-31, 2016	1245	\$152,000.00
Architect	Invoice #5, June 1-31, 2016 (for bid negotiations)	1241	\$6,000.00
Pecan Statesman	Statement #5647, May 26 and June 7 (advertising project out for bid)	1242	\$300.00
Total eligible project costs			\$158,300.00

The “Reimbursement Request Form”, copies of the invoices referenced above and the associated canceled checks are attached.

Sincerely,

County/municipality CFO or contact



4. PROJECT CLOSE-OUT

These items must be fulfilled for the project to be considered complete:

- The scope of services contained in the contract documents and the funding agreement has been performed.
- Three copies of the approved 95% complete construction documents and final cost estimate are provided: two for the THC and one for the county/municipality.
- Final applications for payment and invoices have been paid by the county/municipality.
- Final reimbursement is made to the county/municipality by the THC.

Failure to submit the close out documents promptly may result in forfeiture of any remaining grant award, including the 10% retainage.

Report Contents (3 copies):

Introductory material

- ❑ Title Page
- ❑ Executive Summary
- ❑ Personnel List: state, county/municipality, consultants and subs, with addresses and phone numbers

THCPP Program documents

- ❑ Funding Agreement (copy signed by both parties)
- ❑ Grant of Easement (copy signed and filed by the county clerk, i.e., volume and page)

Grant Fiscal Reporting documents

- ❑ Funding contributions listed by contributor and amount
- ❑ Architect's final invoice statement
- ❑ State Comptroller Reimbursement summary (provided by THC)

Project Cost Estimates:

- ❑ Preliminary Cost Estimate, as presented in master plan
- ❑ Final cost estimate or "opinion of probable cost"

Photographs:

- ❑ Existing condition photos, standard size prints on archival paper, labeled, 3 copies
- ❑ Compact disk with complete set of existing condition and record photos, 1 copy
- ❑ Record photos showing all exterior elevations and principal interior spaces, 8 x 10 prints on archival paper, labeled, 3 copies (1 per report)

Final Record drawings/documents on acid free paper:

- ❑ Half-size sets of all drawings, 3 copies (1 per report)



TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM

Round IX Planning Project Manual

Revised 1/2017

- ❑ Project manual/specifications, 3 copies (1 per report)
- ❑ Compact disk(s) with the documents saved as a PDF



PROJECT RESOURCES

For an inspection or review for compliance with the Texas Accessibility Standards contact:

Robert Posey, Architectural Barriers Director
Texas Department of Licensing and Regulations
P.O. Box 12157
Austin, Texas 78711
800-803-9202 or 512-463-6599, www.license.state.tx.us

For questions about records management or archival matters contact:

Craig Kelso
Texas State Library and Archives Commission
P.O. Box 12927
Austin, Texas 78711-2927
512-463-7610, www.tsl.texas.gov

For information regarding the design of courtrooms contact:

State Office of Court Administration
P. O. Box 12066, Austin, Texas 78711
463-1629, www.courts.state.tx.us/oca/ocahome.asp

For questions regarding state fire code concerns contact:

State Fire Marshal
P.O. Box 149221
Austin, Texas 78714-9221
800-578-4677 or 512-676-6800, www.tdi.texas.gov/fire

The following publications on preservation standards may be requested free through the National Park Service's Technical Preservation Services by contacting 202-513-7270 or www.nps.gov/tps

The Secretary of the Interior's *Standards for the Treatment of Historic Properties 1995*, (U.S. Department of the Interior, National Park Service, 1995)

The Secretary of the Interior's *Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service, 1991, reprinted 1997).

Caring for the Past: Preserving, Rehabilitating and Restoring Historic Buildings, (U.S. Department of the Interior, National Park Service, 1999-2000).

Comprehensive listing of sales publications including the popular *Preservation Briefs* series, *Preservation Tech Notes* and *Guidelines for Rehabilitating Historic Buildings*.

For guidance on architectural practices, such as project scheduling, contractor payment applications, schedules of values, project close-out, etc., please refer to:

The Architect's Handbook of Professional Practice, Fifteenth Edition. (American Institute of Architects Press, 1994).

Historic Preservation: Project Planning and Estimating, (R.S. Means Company, Inc. Kingston, MA, 2000).

POLICIES AND PROCEDURES FOR THE EXECUTION AND MAINTENANCE OF GRANTS OF PRESERVATION EASEMENTS

The Texas Historical Commission (THC) holds over 250 active preservation easements and covenants and continues to acquire such preservation protections on a regular basis. Most easements are the result of grant funding for development, or construction work, through one of the agency's grant programs. The purpose of these easements is to ensure the long-term preservation of the grant-assisted property. The THC may accept easements related to non-agency grant programs, at its discretion. The agency also holds preservation covenants and easements on former federal property as a result of review under Section 106 of the National Historic Preservation Act; however, those instruments are not covered in this document.

This policies and procedures document outlines the general requirements of a preservation easement, procedures for execution of such an easement, and the long-term maintenance requirements the easement establishes.

Definitions

- A. "Property" means the archeological site and/or historic building(s) and grounds and features that have been determined to have historical significance by the Texas Historical Commission, through existing historical designation, prior determination of eligibility for designation, or review through the grant evaluation process.
- B. "Grantor" means the legal owner(s) of the property, whether it be privately owned or owned by a political subdivision such as a county or municipality. Typically, this is the grant recipient, unless the recipient is a third-party working on behalf of the owner.
- C. "Grantee" means the recipient of the grant of easement, in this case, the Texas Historical Commission (THC).

Applicability of these Policies and Procedures

Notwithstanding the general policies and procedures set forth herein, the THC reserves the right to waive any requirement or impose additional requirements in connection with the acceptance or administration of any easement based upon the particular circumstances concerning the property and to ensure validity and enforceability of the easement.

The THC reserves the right to accept or reject any proposed easement in the exercise of its discretion.

Grant Programs

Most THC-held easements are the result of the agency's funding programs, including:

- **Texas Historic Courthouse Preservation Program** provides partial matching grants to Texas counties for the restoration of their historic county courthouses. To participate in the grant program, counties must submit a master preservation plan for renovating and maintaining their historic county courthouse. Once a master plan is approved, the owner of the courthouse is eligible to apply for rehabilitation funding under this program. For more information, visit www.thc.texas.gov/preserve/projects-and-programs/texas-historic-courthouse-preservation.

- **Texas Preservation Trust Fund** provides matching grants to qualified applicants for the acquisition, survey, restoration, preservation, planning and heritage education activities leading to the preservation of historic properties and archeological sites. For more information, visit www.thc.texas.gov/preserve/projects-and-programs/texas-preservation-trust-fund.
- **Certified Local Government Grants** provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. Cities and county governments that have been individually certified by the National Park Service as CLGs (prior to the time of their grant application) are eligible to apply. Grants can be used for local historic preservation projects, including surveys of historic properties/districts, preparation of nominations to the National Register of Historic Places, and other community-based preservation projects. For more information, visit www.thc.texas.gov/preserve/projects-and-programs/certified-local-government.

The THC may also accept easements related to non-agency grant programs. Most commonly, these are National Park Service grants, including African American Civil Rights Grants, Save America’s Treasures (not currently funded), Preserve America Grant Program (not currently funded), Japanese American Confinement Sites Grants, and Historically Black Colleges & Universities (not currently funded). For more information on these programs, visit www.nps.gov/preservation-grants/index.html.

Property Qualifications

1. Criteria of Eligibility

If a property (historical or archaeological) is located within a historic district, a separate determination of significance, using National Register criteria of eligibility, must be made to assure that the property is contributing to the district. Inclusion of a property within a historic district by itself is not sufficient cause for acceptance.

2. Property Environment

A property should be accompanied by sufficient surrounding land to assure an uninhibited public view of the important historical, archaeological, or architectural features.

3. Assessment of Property Condition and Required Improvements

A property should possess integrity of design, structure, materials, and workmanship. The THC may enter into a contract to execute a preservation easement for a property found to be in unsound condition at the time an easement is proposed by a donor, but improvements may be required prior to the execution of the easement.

4. Property Types

The THC may accept easements on all manner of building, structure, site, right of way, land, and other property types in Texas, including (by way of example and not limitation):

- a. Buildings: exteriors and/or interiors of buildings used for residential, commercial, industrial, religious, agricultural, and other purposes.
- b. Structures: bridges, mining apparatus, towers, water wheels, mining and milling remains, dams, etc.
- c. Sites: archaeological sites that are above ground and below ground.
- d. Rights of Way: roads, railroads, trails, paths, canals, etc.
- e. Land: historically important land areas such as battle grounds, fortification sites, meeting areas, Indian sacred areas, etc.
- f. Other Property: real property that encompasses, represents or provides the scenic open space for persons, places, or events important in the history or prehistory of the state or nation.

Grantor Qualifications

1. The Texas Historical Commission expects easement grantors to be committed to future maintenance and preservation of the property being proposed for an easement.
2. Ownership
Easements may be accepted for properties having single or subdivided ownership or long-term renewable leaseholds.
 - a. Subdivided Ownership: Easements will be accepted for a property having subdivided ownership provided that the entire property is placed under easement, property conveyances are received from all property owners, and that an association of property owners, with the power to act for all the property interests, has been formed which will be responsible for complying with the terms of the easement.
 - b. Leasehold Interests: Easements may be accepted on properties subject to long-term leases provided that all parties having an interest in the property and being affected by its terms become parties to the easement contract.

Grant of Easement

The THC uses a standard Grant of Easement to acquire its real property interests. The THC tailors each easement to the particular property in question. Language contained in the easement forms the basis for the negotiations between the real property owner (Grantor) and the THC (Grantee). A fully executed easement will precisely describe the property interests being conveyed and the duties, responsibilities, and obligations which have been agreed upon by the contracting parties. Some of the central provisions of the standard Grant of Easement are discussed below.

1. Level of Preservation
 - a. The Easement, in conjunction with the graphic attachments (photographs, drawings, maps, etc.) that complement to Attachment B, establishes a permanent reference with respect to the baseline condition of the property upon execution of the agreement and again, in Attachment C, upon completion of projects or changes to the property.
 - b. A property shall be maintained by the Grantor in a sound state of repair and in a condition equal to or better than that depicted in the graphic attachments. The Grantor will prevent or repair conditions that may lead to significant deterioration of the property, including, but not limited to, water intrusion, abandonment, inhabitation by vagrants, structural instability and infestation by termites or other insects.
2. Changes or Alterations to the Property
 - a. The Easement specifies the manner in which changes to the property (construction, repair, refinishing) may take place. Property owners are required to follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (protection, stabilization, preservation, rehabilitation, restoration, or reconstruction) as is appropriate to the situation.
 - b. With regard to any exterior or significant interior features of the Property, the Grantor agrees to deliver architectural plans sufficient for a review of any proposed changes and photographs of the areas affected at least 180 days in advance of the work. The Grantor agrees that no modification shall be made

without advance review and approval by the Grantee with the exception of routine repairs and maintenance such as painting.

- c. Changes to the baseline condition of the property following execution of the agreement will be documented in photographs and provided in the required grant Completion Report and will act as an amendment to the Easement.

3. Right to Inspect

- a. The Grantee has the right to inspect and monitor the Property to determine the condition of the property, the performance of regular maintenance, any required improvements, any substantive alterations to the Property or compliance with approved architectural plans and specifications.
- b. If substantive alterations or deterioration are noted, the Grantor may be found in Violation of the Easement.

4. Violations

The Easement authorizes the THC (Grantee) to take certain corrective actions in the event that the property owner violates any of the covenants or restrictions contained in the agreement. Such actions include filing notices, initiating suits, and actually correcting the violations.

5. Insurance Coverage

As of the date of the Easement, the THC (Grantee) will require the Grantor at its own cost to keep and maintain adequate property and personal liability insurance for the Property, naming the THC (Grantee) as an additional insured or a loss payee thereunder, as applicable.

- a. **Property Insurance:** For Full Restoration Texas Historic Courthouse Preservation Program grants, the Grantor shall maintain at its own cost Historic Replacement Value insurance against loss from the perils commonly insured under standard fire and extended coverage policies. For all other grants, the Grantor shall maintain at its own cost insurance against loss from the perils commonly insured under standard fire and extended coverage policies. The insurance provider should be rated 'A' or better by A.M. Best's or be an equivalent approved governmental risk pool. Under the form of an insurance policy covering the cost to repair or restore those aspects of the Property that are governed by this Easement in a manner that would comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- b. **Comprehensive Public Liability Insurance:** At minimum, the Grantor, at its own cost shall carry and maintain Comprehensive Public Liability Insurance under a policy issued by an insurance company rated 'A' or better by A.M. Best's and also acceptable to the Grantee with coverage in such amounts as would normally be carried on a property such as the Property subject to the Easement.
- c. **Self-Insured:** For owners who are self-insured, evidence of financial ability to repair or reconstruct the property in the event of any potential loss, must be provided for review and approval by the Grantee.

6. Proof of Insurance

Grantor shall deliver to Grantee certificates or other such documents as evidence of the required insurance coverage at the commencement of this grant and a new certificate at least 10 days prior to the expiration of policy.

7. Insurance Proceeds

In the event of casualty loss, insurance proceeds shall be used to preserve, repair, restore or reconstruct the Property. If Grantor and Grantee agree that the Property is irretrievable, the THC will receive at a minimum the program funds applied to the property. The THC will commit its share of the proceeds in support of the conservation purposes of the easement program or the THC's other activities.

8. Divestiture

Divestiture considerations may include:

- a. Total destruction of the Property as agreed by both the Grantee and Grantor,
- b. Less than total destruction of the Property but the items in Scope of Protection as noted by the THC (Grantee) have been totally destroyed.
- c. In the case of the dissolution of the Texas Historical Commission, Preservation Easements may be transferred to other qualified agencies or organizations.

Grant-Funded Work

Occasionally, it will be in the interest of the THC and a property owner to enter into a Contract for a Grant of Easement. Such a contract, patterned closely upon the easement itself, binds the contracting parties to enter into a Grant of Easement at some specified future date when certain conditions have been met by the property owner, as for example, when specified repairs have been undertaken on a property. Application and negotiation fees as well as endowment contributions required for easements also will be required for contracts for easements. In that event, no additional endowment contribution will be required upon execution of the easement.

Preparation and Execution of the Easement

The following Attachments to the Preservation Easement must be prepared and provided by the Grantor. These Attachments may be developed in consultation with THC (Grantee) and will be approved by all parties before the Easement is executed.

1. Attachment A is a legal description of the Property and its associated grounds. Attachment A must indicate the Property boundaries and depict all buildings and site features on the Property, in graphic and written form. A representation or list of any liens or encumbrances on the property must also be provided.

“Attachment A: Legal Property Description” documentation, includes

- a. Legal Description of the Property Boundaries
- b. Site Plan and/or survey of the Property
- c. Photographs showing major views of the Property

2. For Attachment B, the Grantor must document the initial level of preservation and establish a permanent reference with respect to the condition of the property on the date the easement is executed. In addition, the nature and scope of protection for the property relative to its design, structure, materials, and workmanship will be defined in consultation with the THC (Grantee).

“Attachment B: Level of Preservation” documentation, includes

- a. List of character-defining materials, features and spaces which constitute the scope of the protection provided by the easement
- b. Narrative description of their current condition

And to complement “Attachment B: Level of Preservation”, the Grantor must provide the following items to be maintained in the conservation easement file for the life of the easement.

- a. Photographic record of all exterior elevations and significant interior spaces and elements
 - b. Photographic log of all photographs describing the subject matter
 - c. A keyed location map referencing all provided photographs
 - d. Measured architectural drawings drawn to scale showing the building as it currently appears if available but at minimum, floor plans showing the building’s current configuration.
3. The Grantor must provide documentation for the Scope of Work for any anticipated projects or improvements to the property as “Attachment C: Scope of Work”. All construction plans and specifications for any proposed construction activity associated with the grant of easement shall be reviewed and approved by THC (Grantee) and referenced in the Scope of Work description. Following the execution of the work, photographs documenting the significant changes to the property will be submitted to the THC (Grantee).

“Attachment C: Scope of Work”, includes

- a. Narrative description of the Scope of Work
- b. Reference to any construction documents or design documents that may exist for the project and have been approved by the THC (Grantee).

Once the work under the Easement is completed, the Grantor shall provide a Completion Report following the grant program requirements to be maintained for the life of this Easement in the Grantee’s conservation easement file for the Property. Items contained in the Completion Report include but not limited to:

- a. Photographs of the completed work, provided at the end of the project.
- b. As built architectural drawings showing the work as completed.

The final approved version of the Easement must be signed and notarized by the property Grantor and THC (Grantee). The original, signed copy of the Preservation Easement with all attachments will be duly filed in the county records by the county clerk not later than 30 days following the execution of the easement. The Grantor should then transmit a certified copy of the easement with the recordation data to the THC (Grantee) for its records.

Amendments to the Easement

Significant changes to the Property will be documented by the Grantor and filed with the Easement as amendments to Attachments B and C. An amendment to Attachment B must illustrate the current “Level of Preservation” to be protected by the easement and maintained by the Grantor. An amendment to Attachment C contains a description of the approved work. These amendments must be filed with the easement by the Grantor within 60 days of completion of the work or project.