

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

COURTHOUSE PLANNING GRANT MANUAL

TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM

2022

2023

Clockwise from top left: Presidio County, Milam County, Hopkins County, and Mills County courthouses

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SECTION I: Program Rules and Regulations

The Texas Historical Commission's (THC) **Texas Historic Courthouse Preservation Program (THCPP)** is an unprecedented effort by the state and local governments to preserve historic county courthouses. It has been widely recognized and received numerous national awards for its achievements. To date, the program has funded the full restoration of 78 Texas courthouses.

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 and can be found at txrules.elaws.us/rule/title13_chapter12.

SECTION II: Starting the Project

Congratulations on receiving a **THCPP** grant award! Our staff looks forward to working 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 planning, contracting for, and administering the actual construction activity will be described in a later section.

The preconstruction phase activities, including executing the program documents and contracts, relocation, etc., should provide ample time for establishing a dialogue, executing the **Funding Agreements**, and reviewing the final plans. Our expectation is that all parties share a common vision for this courthouse project, specifically the work described in previously approved **95 percent** construction documents and/or referenced in the grant application. Please become familiar with the scope commitment as the construction contract documents are finalized.

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

2A. Grant Orientation Meeting

The THC will host a **grant orientation webinar** to familiarize the team with the grant program guidelines. All project participants, including representatives from the county or city who have or will have a role or interest in the project, professional architects, and interested members of the local community are invited to attend. The county judge, mayor, or other designated contact, and the **project architect** will each receive a digital copy of this grant manual.

Once the grant orientation webinar has been viewed and the grant manual reviewed, please complete and sign the Acknowledgement Form.

Following the grant orientation webinar, a signature card will be emailed to each **grant recipient** and completed by all applicable participants with signatory authority for the project, such as the county judge, mayor, and auditor.

A separate webinar will be hosted to train the County Auditor or other selected county employee on how to complete the Reimbursement Request Form.

The **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 architects, and for paying all costs associated with the project. The **grant recipient** must also ensure that all necessary THC approvals are obtained, reporting information is submitted to the THC, and 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 **grant recipient'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 if you need clarification on any issue. Typically, a County Judge or Commissioner takes on this role, but occasionally the **grant recipient** will hire someone as a construction manager to represent their interests and facilitate approvals required by the contractor on the job site or from the Commissioners' Court. That designated representative will be expected to attend biweekly construction progress meetings, coordinate with the THC on grant requirements, and make decisions about the project. Other duties undertaken by the **grant recipient** are the submission of Reimbursement Requests, typically by the Auditor and filing the original executed **Grant of Easement** by the county clerk. The **grant recipient** shall prepare a statement concerning selection of the architect and transmit original copies of the signed documents to the THC for signature.

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 can be found on the comptroller's website at comptroller.texas.gov/purchasing/docs/ugms.pdf.

The **project architect** is the hired project professional who advises the **grant recipient** on matters related to the project. The **grant recipient** 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 (see "Construction Project" section). The sub-architects, such as mechanical engineers, structural engineers, lighting designers, and paint conservators also provide valuable input to ensure the project meets the **grant recipient's** functional requirements.

A Grant Completion Report must be prepared by the project professional per the requirements to satisfy the grant, and **10 percent** of the grant amount will be held from reimbursement until this document is completed. Contractors and other professionals have a role in the production of this document and, therefore, should be notified of their responsibilities in advance of starting the work.

A **construction contractor** is hired and compensated by the **grant recipient** to execute the work in accordance with the approved construction documents. The contractor must be a well-qualified professional and fully bonded. Please note that the **grant recipient** is responsible for enforcing the prevailing wage rate under *Texas Government Code*, Chapter 2258.

The **Texas Historical Commission (THC)** will be your partner during the planning and execution of the grant-funded work. Your **THCPP Project Reviewer** 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. The **Courthouse Program Specialist** is available to assist you with administrative or reimbursement queries.

2B. Texas Historic Courthouse Preservation Program Staff

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2C. Funding Agreement

A **Funding Agreement**, the body of which has been prepared for each project by the THC, states the obligations of the **grant recipient** and the THC regarding the grant project. By its execution, the **grant recipient** commits to carry out the project in conformance with the program requirements and the procedures of this manual.

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

Funding Agreement Execution
The THC will prepare the Funding Agreement
The THC will prepare Attachment A
The grant recipient's project architect will prepare and provide Attachments B, C, and D to the THC Texas Historic Courthouse Preservation Program Reviewer (Courthouse Project Reviewer) for review
The grant recipient will prepare and provide Attachment E to the Courthouse Project Reviewer for review
The THC will assemble the Funding Agreement and its Attachments and email the final documents to the grant recipient for signature by the grant recipient
The Courthouse Program Specialist will provide the signed Funding Agreement and its Attachments to the THC's Executive Director for his signature
The grant recipient will return a digital copy of the Funding Agreement to the THC for filing

The Funding Agreement must be signed by both parties prior to reimbursement and within 90 days of the date of the award. Undue delay in executing this Funding Agreement may result in forfeiture of the grant funds. If the Funding Agreement is not executed within 90 days of the THCPP grant award, the grant recipient must submit a request for an extension in writing to the Courthouse Preservation Program Coordinator, Susan Tietz.

Please note that it may be necessary to amend the **Funding Agreement** to reflect any significant changes to the project cost, schedule, or scope by updating the relevant **Funding Agreement** attachments.

Supporting documents for the **Funding Agreement** include the following attachments (see samples provided in the [Appendix](#)).

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

ATTACHMENT A: SOURCE OF FUNDS STATEMENT

The Funds Statement prepared by the THC establishes the award amount provided by the state and the minimum match amount that the **grant recipient** will provide to accomplish the **Scope of Work**. The **local share** figure generally matches the “cash contribution” figure you provided in the project funding request section of your grant application. The **state share**, or THCPP grant award amount, is the amount requested in the application or another amount as determined by the THC. Note that the **total project cost** used to establish the **Source of Funds Statement** is generally taken from the estimated total project cost provided in the grant application. However, if more accurate information is available at the time the **Funding Agreement** is finalized or after its execution, the statement should be revised to reflect the most current information.

The **Funding Agreement** commits the **grant recipient** to providing the funds necessary to complete the grant project. **Please note that the state’s award is based on the grant application’s estimated total project cost, but it is the obligation of the grant recipient to meet all final project costs.** 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.

Once a bid is accepted and a contract signed, if the total project cost either increases or decreases by more than **10 percent** after the **Source of Funds Statement** has been signed by the **grant recipient** and submitted to the THC, an amended **Source of Funds Statement** must be approved, signed, and attached to the **Funding Agreement Project**.

ATTACHMENT B: PROJECT COST ESTIMATE

The Cost Estimate must be prepared based upon the approved grant application budget and approved funding, and provided as an attachment to the **Funding Agreement**. Organize costs by the 16 CSI divisions so that the cost estimate aligns with the grant application budget. Ensure that the total amount of the eligible project costs matches or exceeds the “estimated total project cost” figure used in **Attachment A**.

Consult with your **Courthouse Project Reviewer** or refer to [Section 3B](#) of this manual to identify **any ineligible project costs** in your estimate; 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 **grant recipient** and should be budgeted as such.

Professional services fees are added to the eligible construction costs to establish the total estimated project cost. Note that the professional fees for a grant-funded construction project, in excess of **4 percent** of the eligible construction costs for this phase of work are ineligible for reimbursement by THC, unless the plans and specifications have not been previously developed and approved. If construction plans have not been completed, up to **13 percent** of the total construction cost is eligible toward the development of construction documents. Professional services associated with ineligible project scope are ineligible for reimbursement by THC.

The Cost Estimate represents your architect’s opinion on the cost of the work at the time of application, based on their professional experience, and shall include reasonable allowance for contingency, market fluctuations, and unforeseen conditions. Please note that building a contingency into the project budget is recommended to assist with cost overruns or unforeseen work items. The former is typically called a “bid contingency,” and the latter is a “construction contingency.” We recommend a minimum grant-funded **10 percent** construction contingency.

If the total project cost either increases or decreases by more than 10 percent after the Source of Funds Statement has been signed by the grant recipient and submitted to the THC, an amended Source of Funds Statement must be approved, signed, and attached to the Funding Agreement for the THC to update the contribution percentages of the parties.

ATTACHMENT C: SCOPE OF WORK

Work to be performed under the **Funding Agreement** is described in the **Scope of Work**. This attachment should be developed and provided by the **project architect** and correspond with the **Scope of Work** submitted with the grant application. 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 and reference a dated version of the **95 percent** or **100 percent** complete construction documents—if they exist—for the specific details of the work to be performed. If the **Scope of Work** has changed from that submitted with the grant application, all parties must agree to the new scope as provided. The full **Scope of Work** shall be met unless specific written **Funding Agreement** is given by the THC.

Note that this document is also pertinent to the **Easement** and is a required attachment to that document.

ATTACHMENT D: PROJECT SCHEDULE

Following the general grant orientation meeting, the **project architect** will develop the **grant recipient's Project Schedule**, which lists major project milestones. It must take into consideration the work to prepare, execute, and obtain approvals for the program documents and proposed final contract documents ([see Section 3A](#)). Consult with the THC on the proposed schedule prior to its final inclusion in the **Funding Agreement**.

ATTACHMENT E: RESOLUTION OF SUPPORT

The county commissioners' court or city council must execute a **Resolution of Support** for acceptance of the grant award and its terms. A suggested text is provided in the sample document in the [Appendix](#). The **Resolution of Support** shall commit the **grant recipient** or municipality to compliance with the guidelines of the program, adherence to the terms of the **Funding Agreement**, and provide assurance that the **grant recipient** is committed to achieving the project as described in the project description and philosophy. The **grant recipient** must be aware that its financial commitment to the project may extend beyond the amount estimated as the **grant recipient's** participation in the project due to unforeseen circumstances.

2D. Grant of Easement

In the THCPP grant application, the **grant recipient** may have agreed to convey a **Grant of Easement (Easement)** on the property to the THC. A preservation easement reflecting the terms has been duly prepared by the THC in exchange for an award of state grant funds for the subject project. The document states the “Grantor (**grant recipient**) hereby grants and conveys to the grantee (THC) an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values.” The easement remains in effect in perpetuity or as otherwise agreed.

Note that the easement should be signed by both parties prior to reimbursement and within 90 days of the date of the award. Undue delay in executing this easement may result in forfeiture of the grant funds. If the easement is not executed within 90 days of the THCPP grant award, the grant recipient must submit a request for an extension in writing to the Courthouse Program Coordinator, Susan Tietz.

The following Attachments to the Preservation Easement must be promptly prepared by the **grant recipient** as outlined in the THC’s *Easement Program Policies and Procedures Manuals* and in consultation with your **Courthouse Project Reviewer**. These Attachments will be reviewed and approved by all parties before the Easement is executed.

ATTACHMENT A

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:

- **Legal Description** of the property boundaries
- Site plan and/or survey of the property
- Photographs showing major views of the property

ATTACHMENT B

The **grant recipient** 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.

“**Attachment B: Initial Property Condition**” documentation includes

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

And to complement “**Attachment B: Initial Property Condition,**” the **grant recipient** must provide the following items, in digital format, to be maintained in the conservation easement file for the life of the easement.

- Photographic record of all exterior elevations and significant interior spaces and elements in digital format
- Photographic log of all photographs describing the subject matter
- A keyed location map referencing all provided photographs
- 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.

ATTACHMENT C

The **grant recipient** must provide documentation for **Attachment C**, the **Scope of Work** for any anticipated projects or improvements to the property. All construction plans and specifications for any proposed construction activity associated with the **Grant of Easement** shall be reviewed and approved by the THC 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 as part of the [Close-out Documents](#).

“**Attachment C: Scope of Work**” includes:

- Narrative description of the **Scope of Work**
- Reference to any construction documents or design documents that may exist for the project and have been approved by the THC

The **Courthouse Project Reviewer** will review all attachments provided by the **grant recipient** within 30 days. Attachments will be approved by all parties before the Easement is signed or finalized. The final approved version of the easement must be signed and notarized by the **grant recipient** and the THC. The original, signed or official digital copy of the easement with all attachments will be duly filed or e-filed in the county records by the county clerk. The **grant recipient** should then transmit an official copy of the recorded easement, either digital or paper format, with the filing stamp to the THC for its records.

Grant of Easement Execution
The THC will prepare the easement
The grant recipient’s project architect will prepare and provide Attachments A, B and C to the Courthouse Project Reviewer
The Courthouse Project Reviewer will review and approve all attachments, and assemble the completed documents and email them to the grant recipient , for notarized signature by the county judge or mayor*
The executed Easement is returned to the grant recipient for filing in the county records by the county clerk**
The grant recipient will provide an official filed digital copy, if available, or an official filed paper copy of the signed and executed easement to the THC
The THC will retain a digital filed copy of the easement with all attachments its files

Note that as of the date of the easement’s execution, the **grant recipient** shall maintain, at its own cost, insurance coverage against loss in the amount of the estimated replacement cost of the building as a condition of the easement. An update on the insurance coverage maintained by the **grant recipient** should be provided annually to the THC for its records.

* If the county clerk accepts and files digital documents, the judge may sign the document electronically and return the THC via email for digital signature.

** If the grant recipient's county clerk accepts electronic documents for e-filing, the THC prefers to receive an official digital filed copy of the e-filed document. If e-filing is not available, the official copy of the recorded document should be mailed to the Courthouse Program Specialist .

SECTION III: Project Execution

A THCPP Planning Grant supports the development of architectural drawings, or plans, and specifications for the construction activity that follows at some later date.

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

Planning Documents will be reviewed by your **Courthouse Project Reviewer** to determine if they are consistent with the approved master plan, the approved construction scope, and the restoration date as provided in the grant application and the applicable treatment within Secretary of the Interior's *Standards for the Treatment of Historic Properties*. 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 mechanical/electrical/plumbing systems 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 "front end" of the contract documents must address all legal requirements the **grant recipient** must meet under the *Texas Government Code*, and the relevant sections of the *Uniform Grant Management Standards* should be consulted for bidding requirements. The project manual should **specify the general contractor's responsibilities** as they pertain to the requirements of this program (i.e., project sign, progress photos, contractor's meeting minutes, record drawings, and/or record photographs). It should also specify the minimum experience and qualifications of the general contractor and major subcontractors. See next sub-section on "Bidding."

The **Courthouse Project Reviewer** will require approximately four weeks from the date of receipt for review, and may request an onsite meeting to familiarize themselves with the project and discuss the status of the proposed plans. The **grant recipient** should ensure that the **project architect** implements the THC-recommended revisions into the plans and completes the plans in a timely manner.

Note that previous approval at an earlier phase does not preclude further comments from the **Courthouse Project Reviewer** on any aspect of the current submittal. If conditions related to the project change, new information becomes available or elements, which are inconsistent with the approved master plan or the applicable scope become apparent, the plans should be revised appropriately. The **Courthouse Project Reviewer** and **grant recipient** review of the documents will entail comprehensive evaluation based on current information and experience to ensure that the high standards set for this program are met.

The **Courthouse Project Reviewer** may request a meeting with the **project architect** and **grant recipient** to resolve substantive concerns regarding any aspect of the proposal. At each review phase, the **Courthouse Project Reviewer** will provide written comments to the **project architect** and copy the **grant recipient**. The **project architect** must then revise the documents to address the comments of the **Courthouse Project Reviewer**. **Changes to the construction documents may be requested by the Courthouse Project Reviewer at any time during the planning process or in the future, during construction.**

The THCPP-Funded Design or Planning Phase of the Project Will Include the Following Important Steps:

Review/Transmit Architectural Contract and Selection Statement to the Courthouse Project Reviewer

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

Design Review and Approval

- All parties meet at the site to examine architectural and historic issues
- The **Courthouse Project Reviewer** reviews each **Planning Document** submittal and provides written comments
- **Project architect** and consultants respond 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 percent** construction documents and cost estimate to the THC

The THCPP-Funded Design or Planning Phase of the Project Will Include the Following Important Steps (Continued)

Reimbursement

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

Project Close-out ([see Section 4](#))

- **Project architect** provides digital copies of the final approved documents to the THC and to the **grant recipient**

3A. Planning the Project

The planning or design phase of the project is an intensive process whereby the needs of the **grant recipient**, 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:

REVIEW AND TRANSMIT SELECTION STATEMENT AND ARCHITECT'S CONTRACT TO THE THC

The **grant recipient** 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 **grant recipient** 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 [website](#). 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 resumes 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. **Resumes 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 **grant recipient** may wish for the **project architect** to make interim presentations before the **architect** proceeds to the next stage of development. Technical reviews will be performed by the **Courthouse Project Reviewer**, and the **project architect** will respond to each set of **Courthouse Project Reviewer** comments in writing and with revisions to the plans.

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

The **grant recipient** 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.

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 **grant recipient** 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:
<ul style="list-style-type: none"> • Schematic Design package
<ul style="list-style-type: none"> • Design Development package
<ul style="list-style-type: none"> • 60 Percent Complete Construction Documents, and
<ul style="list-style-type: none"> • 95 Percent Complete Construction Documents
All deliverables detailed in the Scope of Work should be provided for each phase. See descriptions of these phases on the following pages.

The architectural plans and specifications will be reviewed by the **Courthouse Project Reviewer** 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 **grant recipient** documenting the nature of the delay. The extension request must be submitted at least 14 days prior to the due date for that submittal.

The **grant recipient** will provide one copy of the documents to the THC for each scheduled review. The **Courthouse Project Reviewer** 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 **grant recipient** 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:
<ul style="list-style-type: none"> • measured floor plans, elevations, and roof plan keynoted for demolition and new work
<ul style="list-style-type: none"> • site plan, noting all existing features and identifying new work
<ul style="list-style-type: none"> • analysis of relevant programmatic information
<ul style="list-style-type: none"> • narrative description of MEP systems
<ul style="list-style-type: none"> • status report on historic paint analysis, hazardous/materials survey, geotechnical or other testing specified in the scope work

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:
<ul style="list-style-type: none"> • plans, elevations, and section drawings noted for specific work required • site plan, including survey, that notes 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 • geotechnical reports and structural proposal • reflected ceiling plans • enlarged plan details, such as accessibility solutions • outline specifications identifying all relevant subdivisions

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 percent complete and include:
<ul style="list-style-type: none"> • 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 • 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

Construction Documents (95 Percent Submittal) Should Include:

<ul style="list-style-type: none">• Floor plans, elevation, and building sections with notes, references, and symbols
<ul style="list-style-type: none">• Site plan indicating all site work with details of new construction
<ul style="list-style-type: none">• Survey and schedule for window and door rehabilitation
<ul style="list-style-type: none">• Survey and recommendations for masonry survey
<ul style="list-style-type: none">• Finishes and hardware schedules
<ul style="list-style-type: none">• Interior elevations and casework
<ul style="list-style-type: none">• Enlarged floor plans and construction details
<ul style="list-style-type: none">• Complete project specifications
<ul style="list-style-type: none">• Project Cost Estimate prepared by a professional cost estimator

Some selective demolition may be encouraged to verify hidden conditions and reduce the need for change orders during construction. As the design progresses, the **Courthouse Project Reviewer** will meet on a regular basis with the **grant recipient's** representative(s) and **project architect**. The **grant recipient** 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 **grant recipient'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 **grant recipient'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 **grant recipient** shall be responsible for developing a method for paying all project-related expenses as they come due, then requesting reimbursements from the THC. Reimbursement from the THC will be made based on the pro-rata share as stated in Attachment A. Reimbursement may be withheld until all required documentation is received and approved by the THC.

THE REIMBURSEMENT REQUEST FORM

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 your **Courthouse Project Reviewer**. Questions regarding grant funds management should be directed to **THC Grant Coordinator, Megan Koch** at 512-463-3805. If you wish the funds to be transmitted electronically, please make these arrangements prior to your first request.

INSTRUCTIONS FOR FILLING IN THE REIMBURSEMENT REQUEST FORM

The **Project Information** contains general information such as the judge's or mayor's name and phone number. The grant fiscal year is 2020–21, and the **Grant Number** is *the name of the county-11-2020*. For example, Pecan-11-2020. The **Total Grant Award** is the amount listed in the **Funding Agreement** as the state funds, including any amendments due to either an increase in funds through a supplemental grant or a decrease in funds through a recapture. The **Type of Payment Requested** will always be **Partial** unless the project is completed. To submit a **Final** request, please see final request instructions below.

The **Payment Recipient** and chief financial officer is usually the **grant recipient's** treasurer. The **Federal or State Identification Number** is the taxpayer identification number and is required for our accounting.

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. It is not necessary or preferred for the **grant recipient** to submit a separate reimbursement request per month.

The **Reimbursement Request Form** is an Excel spreadsheet and the blue sections will be filled in by the requestor.

Please enter the percentage of the total project cost being paid by the **grant recipient**, or the **Local Match** percentage as entered on the most current **Attachment A** of the **Funding Agreement**. Note that this percentage is rounded to a whole percentage for interim reimbursement purposes and the final amount of the THC grant will be reconciled at the time of the final reimbursement request. The amount of money contributed by either the **grant recipient** or the **Courthouse Project Reviewer** may change, but the percentage should remain fixed.

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., engineer's and architect's fees), to include:

- a billing statement(s) from the project professional pertaining to this contract only, and
- a copy of the associated cancelled payment check(s) or voucher(s)

Reimbursement for construction work must be accompanied by

- a complete **Certified Application for Payment** to the contractor signed by the **architect**, including the **Schedule of Values** describing the work accomplished to date
- a copy of the cancelled payment check(s) or voucher(s) to the contractor (*If your bank cannot provide a canceled check to document the expense, please ask the bank to provide a voucher statement or document that shows the funds have cleared the **grant recipient's** bank account*)

Invoices from the **project architect** to the **grant recipient** will not be reviewed by the THC prior to payment; however, the THC recommends that the **grant recipient** ensure that the submittal is approved by the **architect** for payment. Your **Courthouse Project Reviewer** 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.

The **grant recipient** will receive a direct deposit from the THC for all approved eligible expenses. It is our goal to process the requests as quickly as 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 **Courthouse Project Reviewer** may request a site visit or additional documentation from the **grant recipient** 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 **Donye Reese** at **512-463-8821**.

Submitting a Reimbursement Request for partial payment

Please email a PDF directly to donyereese@thc.texas.gov and copy your **Courthouse Project Reviewer**. Please ensure the pdf is of the highest quality.

Submitting a Final Reimbursement Request

The THC will retain the final **10 percent** 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 six months after 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 **grant recipient** should then submit a **final request for reimbursement to the THC**. This request will include a copy of the final application for payment, a Certificate of Substantial Completion, Release of Retainage, and a statement that the owner has received the project close-out documents.

Please note that the **THCPP Grant Project Completion Report** (detailed requirements in [Section 4A](#)) also must have been forwarded to and approved by the **Courthouse Project Reviewer**. This report is prepared by the project professional or **architect** contracted by the **grant recipient** and documents the final product. The completion report will contain valuable information on the project. **Please ensure that the report is submitted in a timely manner after completion of the project or the grant will not be fully reimbursed.**

Project Cost Changes

Should the final cost of the project be **less** than expected or stated in the **Funding Agreement, Attachment C: Estimated Project Budget**, the respective state and local contributions will be adjusted according to the original percentage as given in **Attachment A: Source of Funds Statement**. This requires a bilateral amendment to the **Funding Agreement**.

The THC does not anticipate increasing its funding beyond the initial award for this round. **Therefore, the grant recipient will be responsible for its grant match and any increases due to any unforeseen costs encountered during project planning.**

SECTION IV: Project Closeout

These Items Must Be Fulfilled for a Planning Project to be Considered Complete:
<ul style="list-style-type: none"> The scope of services contained in the contract and the Funding Agreement has been performed
<ul style="list-style-type: none"> A digital copy of the approved 95 percent complete construction documents and final cost estimate are provided for the THC and for the grant recipient
<ul style="list-style-type: none"> Final invoices have been paid by the grant recipient
<ul style="list-style-type: none"> Final reimbursement is made to the grant recipient by the THC
<p>Failure to submit the close-out documents promptly may result in forfeiture of any remaining grant award, including the 10 percent retainage.</p>

Report Contents
Introductory material:
<ul style="list-style-type: none"> Title Page
<ul style="list-style-type: none"> Executive Summary
<ul style="list-style-type: none"> Personnel List: state, grant recipient, consultants, and subs, with addresses and phone numbers
THCPP Program documents
<ul style="list-style-type: none"> Funding Agreement
<ul style="list-style-type: none"> Copy of the executed Grant of Easement
Grant Fiscal Reporting documents
<ul style="list-style-type: none"> Funding contributions listed by contributor and amount
<ul style="list-style-type: none"> Architect's final invoice statement
<ul style="list-style-type: none"> State Comptroller Reimbursement summary (provided by THC)
Project Cost Estimates:
<ul style="list-style-type: none"> Preliminary Cost Estimate, as presented in master plan
<ul style="list-style-type: none"> Project Cost Estimate prepared by a professional cost estimator
Photographs in Digital Format:
<ul style="list-style-type: none"> Existing condition photos
<ul style="list-style-type: none"> Record photos showing all exterior elevations and principal interior spaces
Final Record Drawings/Documents in Digital Format:
<ul style="list-style-type: none"> Full set of drawings: architectural, structural, MEP, A/V, Acoustic, etc...
<ul style="list-style-type: none"> Project manual/specifications

APPENDIX

<u>Acknowledgement Form</u>	36
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<u>Grant of Easement Attachment Sample</u>	56

ACKNOWLEDGMENT FORM

Your application for funding was selected by the **Texas Historical Commission (THC)** for a **Texas Historic Courthouse Preservation Program (THCPP) grant**. Grant funds were made 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.

All projects must follow the regulations and the guidance found in the **THCPP Emergency Grant Manual** and information provided in the **Emergency Grant Orientation Webinar**.

Please note that the **Texas Administrative Code**, Section 12.7 states:

“Compliance with the current program grant manual is mandatory for all historic courthouse projects unless written exception is provided by the Texas Historical Commission due to unforeseen circumstances beyond the control of the grantee or grantor.”

The Commission meets quarterly and requests for consideration by the Commission must be received at least two weeks prior to their scheduled meetings.

By signing below I acknowledge that I attended/watched the **Planning Grant Orientation** and understand the information provided in the grant manual and agree to follow all guidelines, regulations and rules of the **Texas Historic Courthouse Preservation Program**.

PRINT NAME

TITLE

COUNTY

SIGN NAME

DATE

Please sign and return to **Texas Historical Commission** via email by August 15, 2020. Questions? Please call or email **Courthouse Program Specialist Donye Reese** at 512-463-6218 or donye.reese@thc.texas.gov.

PROJECT RESOURCES

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

Marsha Godeaux, Marsha.Godeaux@tdlr.texas.gov
Texas Department of Licensing and Regulations
920 Colorado Street, Tenth Floor, Austin, Texas 78701
800-803-9202 or 512-463-6599, tdlr.texas.gov

For questions about records management or archival matters contact:

Craig Kelso, ckelso@tsl.texas.gov
Texas State Library and Archives Commission
P.O. Box 12927, Austin, Texas 78711-2927
512-463-5467, tsl.texas.gov

For information regarding the design of courtrooms contact:

State Office of Court Administration
P.O. Box 12066, Austin, Texas 78711
512-463-1629, txcourts.gov/oca/

For questions regarding state fire code concerns contact:

State Fire Marshal
P.O. Box 149104, Austin, Texas 78711-9221
800-578-4677 or 512-463-6169, tdi.texas.gov/fire/

The following publications on preservation standards may be found on the [National Park Service](http://www.nps.gov)'s website free of charge. The Secretary of the Interior's *Standards for the Treatment of Historic Properties 2017*, U.S. Department of the Interior, National Park Service, 1995.

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, 2014.

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

For information regarding Courthouse Program Law:

Texas Government Code Sections 442.0081–442.0083:

[Historic Courthouse Preservation and Maintenance Programs](#)

For information regarding Courthouse Program Rules:

Texas Administrative Code: Title 13, Part 2, Chapter 12: Cultural Resources, Texas Historical Commission, Texas Historic Courthouse Preservation Program, **[§Rule 12.1 Object](#)**

Texas Administrative Code: Title 13, Part 2, Chapter 12: Cultural Resources, Texas Historical Commission, Texas Historic Courthouse Preservation Program, **[§Rule 12.3 Scope](#)**

Texas Administrative Code: Title 13, Part 2, Chapter 12: Cultural Resources, Texas Historical Commission, Texas Historic Courthouse Preservation Program, **[§Rule 12.5 Definitions](#)**

Texas Administrative Code: Title 13, Part 2, Chapter 12: Cultural Resources, Texas Historical Commission, Texas Historic Courthouse Preservation Program, **[§Rule 12.7 Grant or Loan Program](#)**

Texas Administrative Code: Title 13, Part 2, Chapter 12: Cultural Resources, Texas Historical Commission, Texas Historic Courthouse Preservation Program, **[§Rule 12.9 Application Requirements and Considerations](#)**

For information regarding **[Records Storage Guidance](#)**

FUNDING AGREEMENT ATTACHMENT SAMPLES

ATTACHMENT B: PROJECT COST ESTIMATE

Pecan County Courthouse

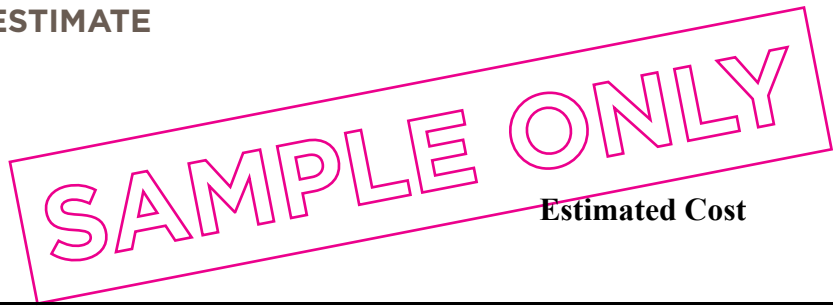
Attachment B: Project Cost Estimate

Work-Category

1. General Requirements

a) Construction facilities (e.g., job trailer, office supplies, sanitary facilities) Job trailer, office supplies, sanitary facilities, dumpsters	\$ <u>12,900.00</u>
b) Construction Supervision Project manager, superintendent, travel, per diem	\$ <u>146,000.00</u>
c) Bond and insurance (e.g. performance & payment bonds, builder's risk insurance, liability insurance) Bonds, insurance and permits	\$ <u>79,200.00</u>
d) Inspection and testing allowances	\$ _____
e) Temporary construction (e.g., scaffolding, fencing) Scaffolding/lifts (allow)	\$ <u>37,500.00</u>
f) Hazardous materials abatement	\$ _____
g) Other (AGC dues, Permits)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE



Work-Category

Estimated Cost

2. Site Work

a) Demolition and hauling Demolition and hauling	\$ <u>38,500.00</u>
b) Utilities	\$ _____
c) Earthworks and grading	\$ _____
d) Sidewalk restoration Repair sidewalks, roll-down curbs	\$ <u>7,800.00</u>
e) Historic site features (\$50,000 maximum) (describe) General repairs and cleaning of monuments	\$ <u>20,100.00</u>
	<i>Amount exceeding \$50,000*</i> \$ (_____)
f) Site furnishings and appurtenances * (e.g., benches, trashcans)	\$ (_____)
g) Paving for parking areas and new sidewalks *	\$ (_____)
h) Landscape restoration* (e.g., new plant materials, pruning) Planting improvements	\$ (<u>7,500.00</u>)
i) Irrigation systems *	\$ (_____)
j) Other, such as archeological site investigation (describe)	\$ _____

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

ATTACHMENT B: PROJECT COST ESTIMATE

Work-Category



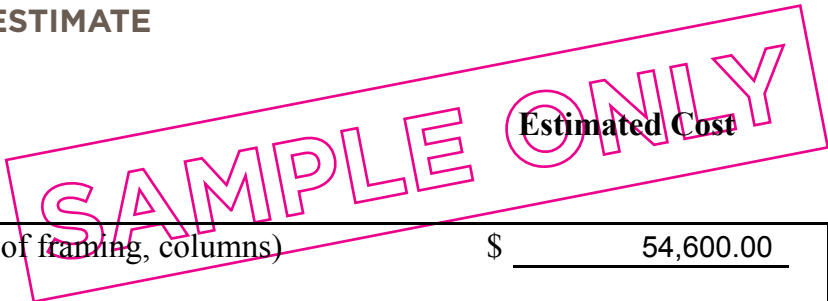
3. Concrete

a) Structural repairs or modifications Ramp reloaction	\$ <u>12,000.00</u>
b) Non-structural (e.g., basement flooring)	\$ _____
c) Other (describe)	\$ _____

4. Masonry

a) General exterior restoration (e.g. repointing, cleaning) General inspection cleanng and spot repairs to stone, ramp relocation	\$ <u>41,800.00</u>
b) Structural repairs or modifications (e.g. replacement of damaged units)	\$ _____
c) Non-structural repairs (e.g., re-opening blocked windows)	\$ _____
d) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE



Work-Category

Estimated Cost

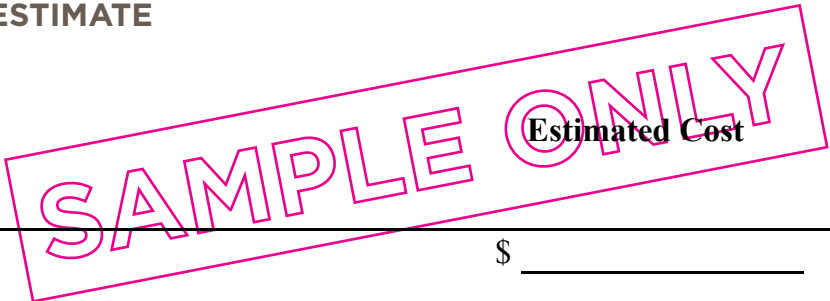
5. Metals

a) Structural elements (e.g., decking, roof framing, columns) Modify tower stair. Ramp relocation	\$ <u>54,600.00</u>
b) Non-structural fabrications (e.g., stairways, ladders)	\$ _____
c) Decorative metal (e.g., grates, handrails) Clean, repair, repaint exterior metal elements, repairs to steps (balcony rails, shutters, cresting)	\$ <u>39,000.00</u>
d) Other (describe)	\$ _____

6. Carpentry

a) Rough carpentry (structural repairs to floor and roof framing)	\$ <u>15,400.00</u>
b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails) Framing and construction 2nd and 4th floors	\$ <u>42,400.00</u>
c) Casework (e.g., restoration or construction of judge's bench, jury box and built-in cabinetry) Rearrangement of courtroom furnishings, 1st floor	\$ <u>57,700.00</u>
d) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE



Work-Category

7. Thermal & Moisture Protection

a) Roofing and flashing	\$ _____
b) Drainage systems (e.g., gutters and downspouts) Inspect and repair roof drains	\$ <u>5,800.00</u>
c) Foundation waterproofing Sub-grade waterproofing at penetrations	\$ <u>7,500.00</u>
d) Insulation, caulking and sealants Repair or replace exterior sealants	\$ <u>11,200.00</u>
e) Other (describe) Roof hatches repair	\$ <u>6,600.00</u>

ATTACHMENT B: PROJECT COST ESTIMATE

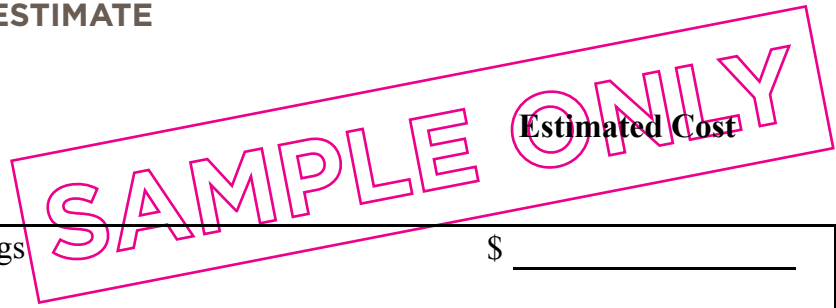


Work-Category

8. Doors & Windows

a) Interior and exterior doors including glass	\$ <u>79,400.00</u>
Repair and refinish all entry doors	
b) Windows including glass General repair of windows	\$ <u>24,100.00</u>
c) Hardware Repair hardware. Electronic devices at secure entries	\$ <u>57,600.00</u>
d) Other glass and glazing	\$ _____
e) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE



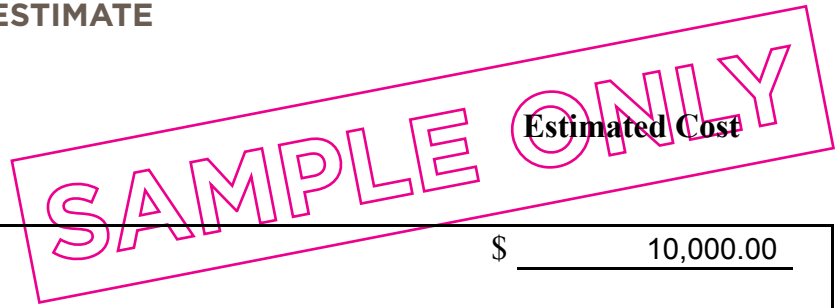
Work-Category

9. Finishes

a) Wood and/or decorative metal ceilings	\$ _____
b) Wood flooring and wainscot Refinishing of wood floors and wainscot	\$ <u>253,100.00</u>
c) Marble finishes	\$ _____
d) Ceramic tile finishes Repair to geometric tile	\$ <u>2,400.00</u>
e) Plaster and/or drywall Plaster and drywall repairs. New drywall at new partitions on 2nd and 4th	\$ <u>148,300.00</u>
f) Carpet and resilient flooring	\$ _____
g) Acoustical ceilings and/or panels	\$ _____
h) General painting General painting related to interior repairs	\$ <u>40,700.00</u>
i) Decorative painting ornamental plaster Vault door restoration	\$ <u>61,500.00</u>
j) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE

Work-Category



10. Specialties

a) Toilet partitions and accessories Update restroom amenities	\$ <u>10,000.00</u>
b) Building directories and signage Update building signage	\$ <u>20,000.00</u>
c) Specialty storage systems	\$ _____
d) Clock and clockworks	\$ _____
e) Bell fabrication or restoration	\$ _____
f) Other (describe)	\$ _____

11. Equipment (generally not eligible costs)

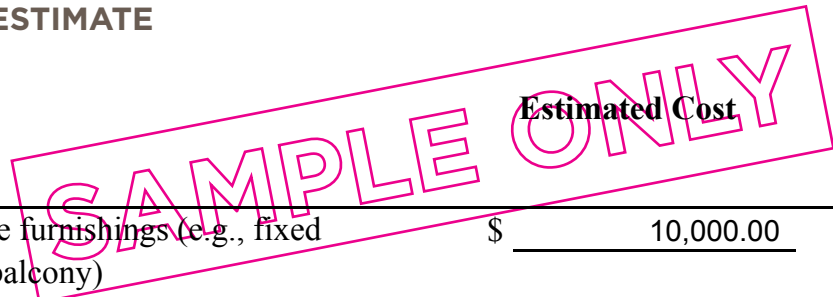
a) <i>Computer servers and office equipment *</i>	\$ (_____)
b) <i>Other ineligible items *</i>	\$ (_____)

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

ATTACHMENT B: PROJECT COST ESTIMATE

Work-Category

Estimated Cost



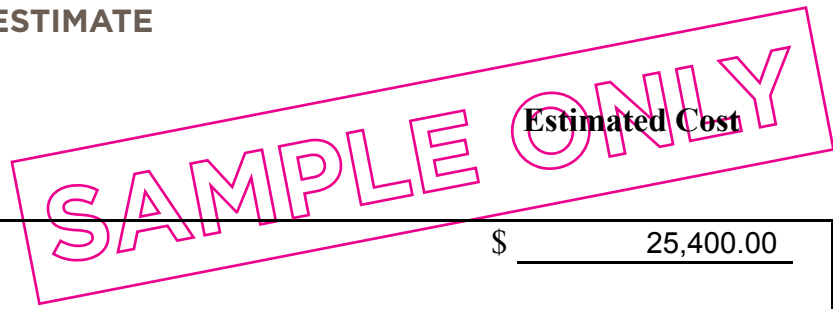
12. Furnishings

a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) Repairs to courtroom furnishings (allow)	\$ <u>10,000.00</u>
b) Documented historical or period appropriate window treatments (shutters, Venetian or roll-down blinds) (window bars)	\$ _____
c) <i>Non-historic window treatments</i> *	\$ (_____)
d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets)</i> *	\$ (_____)

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

ATTACHMENT B: PROJECT COST ESTIMATE

Work-Category



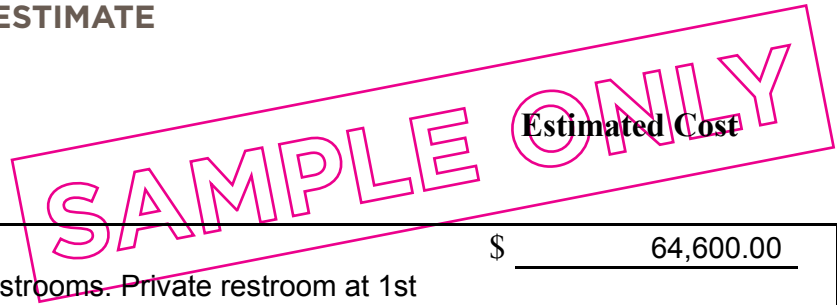
13. Special Construction

a) Lightning protection systems New lightning protection system	\$ <u>25,400.00</u>
b) Pre-engineered sheet metal towers	\$ _____
c) Fire Suppression, detection and alarm system Repairs to fire suppression system. Reconfiguration of systems at 2nd and 4th	\$ <u>70,000.00</u>
d) Other (describe)	\$ _____

14. Conveying Systems

a) Elevators New elevator to 4th floor. Upgrades to existing elevator.	\$ <u>74,000.00</u>
b) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE



Work-Category

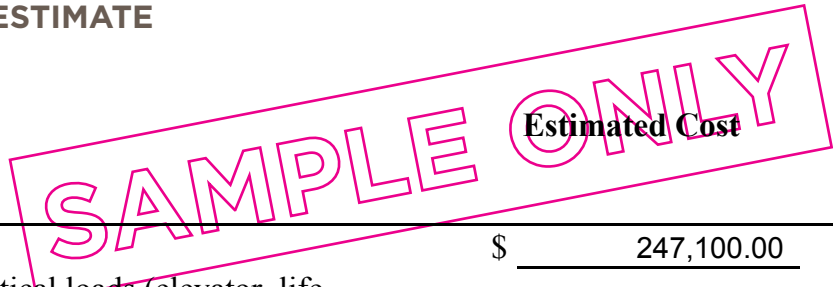
Estimated Cost

15. Mechanical

a) Plumbing Systems Plumbing related to rearrangement of restrooms. Private restroom at 1st floor judge's chamber.	\$ <u>64,600.00</u>
b) Heating, ventilating and air-condition system equipment and controls New VRF system	\$ <u>700,600.00</u>
c) Other (describe)	\$ _____

ATTACHMENT B: PROJECT COST ESTIMATE

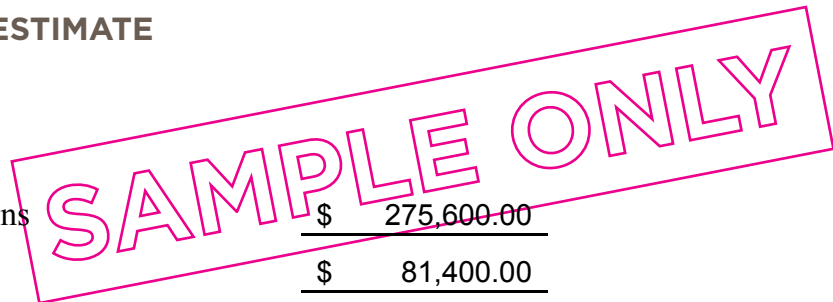
Work-Category



16. Electrical

a) General service and distribution Install owner supplied generator for critical loads (elevator, life safety equipment, etc.) (\$225,600.00) Data cabling integration (\$21,500.00)	\$ <u>247,100.00</u>
b) Interior and exterior building lighting Update and repair building lighting	\$ <u>124,600.00</u>
c) <i>Data and communication systems</i> *	\$ (<u> </u>)
d) <i>Site lighting (for sidewalks, parking areas)</i> *	\$ (<u> </u>)
e) Building security systems (e.g., glass breaks, door contacts motion detectors) at \$20,000 maximum Updates to security systems, security station infrastructure	\$ <u>20,000.00</u>
<i>Amount exceeding \$20,000*</i>	\$ <u> </u>
f) <i>Audio-visual systems (\$50,000 maximum)</i>	\$ <u> </u>
<i>Amount exceeding \$50,000*</i>	\$ (<u> </u>)
g) Other (describe)	\$ <u> </u>

ATTACHMENT B: PROJECT COST ESTIMATE



Summary of Totals

Division 1: General Conditions	<u>\$ 275,600.00</u>
Division 2: Site Work	<u>\$ 81,400.00</u>
Division 3: Concrete	<u>\$ 12,000.00</u>
Division 4: Masonry	<u>\$ 41,800.00</u>
Division 5: Metals	<u>\$ 93,600.00</u>
Division 6: Carpentry	<u>\$ 115,500.00</u>
Division 7: Thermal and Moisture Protections	<u>\$ 31,100.00</u>
Division 8: Door and Windows	<u>\$ 161,100.00</u>
Division 9: Finishes	<u>\$ 506,000.00</u>
Division 10: Specialties	<u>\$ 30,000.00</u>
Division 11: Equipment	<u>\$ -</u>
Division 12: Furnishings	<u>\$ 10,000.00</u>
Division 13: Special Construction	<u>\$ 95,400.00</u>
Division 14: Conveying Systems	<u>\$ 74,000.00</u>
Division 15: Mechanical	<u>\$ 765,200.00</u>
Division 16: Electrical	<u>\$ 391,700.00</u>

Construction Costs Subtotal = \$ 2,684,400.00

Less Ineligible Costs = \$ 7,500.00

Allowable Construction Costs = \$ 2,676,900.00
(Subtotal A)

Contractor's Overhead & Profit = \$364,500.00
(not to exceed 15 percent of Subtotal A)

Subtotal A+ Overhead & Profit = \$ 3,041,400.00
(Subtotal B)

Project Contingency = \$ 152,000.00
(not to exceed 10 percent of Subtotal B)

Total (Allowable) Construction Costs = \$ 3,193,400.00
(Subtotal B + Contingency = Subtotal C)

ATTACHMENT B: PROJECT COST ESTIMATE



Architecture/Engineering Services = \$ 383,208.00
(fees of the architect and the structural, MEP and civil engineers, including all reimbursable expenses shall not exceed 16 percent of Subtotal C. For projects having 95 percent complete plans and specifications, these fees will not exceed 4 percent of C)

Additional Professional Services= \$40,000.00
(preparation of grant completion report, warranty services and speciality consultants for archeology, acoustics, audio-visual systems, security systems and / or historic finishes itemized)

Total Professional Services = \$433,208.00
(Subtotal D)

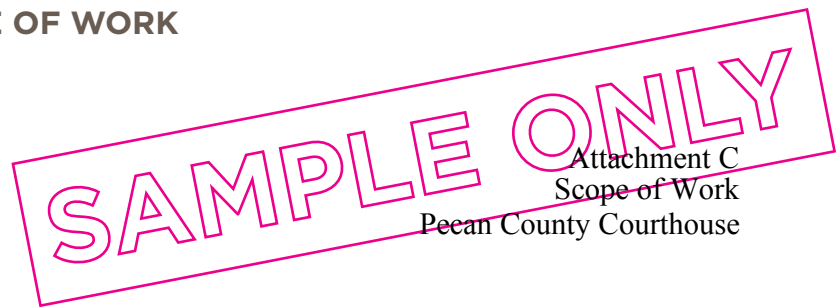
Total (Allowable Project Costs =
(Subtotal C + Subtotal D)

\$3,616,608.00

Gross square footage = \$ 45,000.00 sf
Conditioned square footage of courthouse including wall thicknesses
+ square footage of covered porches x 50%)

Cost per square foot = \$80.59

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



Scope of Work

Restoration of the Pecan County Courthouse.

Scope of Services

Architectural/Engineering Services: The A/E will provide comprehensive services associated with the Contract Bidding and Negotiation and the Construction Administration phases. Also to be included in this scope of work are final revisions to the construction documents to address comments by the County and the THC, including revisions to the original program for the building. Additional architectural services, called out in the Contract between the Architect and the Owner, include preparation of the THCPP grant completion report. The Architect will coordinate and provide all documentation as required by the grant manual.

Construction Services: The selected Contractor will execute the Work in conformance with the plans and specifications as approved by the THC and the Contract between the Owner and the Contractor. The Contractor will coordinate and provide all documentation as required by the grant manual.

Project Philosophy and Description

The primary philosophy and treatment of this project is restoration. The work outlined in this proposal for Phase III will result in full restoration of the Old Pecan County Courthouse, restoring it to its 1928 integrity. In 1925 and 1927, the original supervising architect, C.G. Lancaster (1862-1947) enlarged the east and west wings of the courthouse by moving the east and west porticos out from the facades and infilling to match the design and materials of the original structure. This sensitive alteration will remain in place; therefore, the courthouse will be restored to the completion date of these additions—1928.

The Pecan County Courthouse will again become the “primary, working courthouse.” When Phase III is complete, the building will be inhabited by the county commission offices and the county historical museum.

The Pecan County Historical Museum will be a fully functioning historical museum, with research archives and visitor center, occupying the basement and first floor of the building. Executive, legislative, and judicial functions of county government will return to the building’s second, third, and fourth floors. The county judge, four county commissioners, and their assistants will have office, conference, and storage space in the building. The Commissioners Court will hold meetings in the restored courtroom. County Court At Law, District Court, Federal Court, and State Court of Appeals will also use the courtroom. There will be meeting space for the county historical commission. In addition, the courtroom will be used for community functions after hours.

ATTACHMENT D: PROJECT SCHEDULE

Project Schedule

Attachment D
Project Schedule
Pecan County Courthouse

Construction and Construction Administration for the Restoration of the Pecan County Courthouse

Overall Timeline:

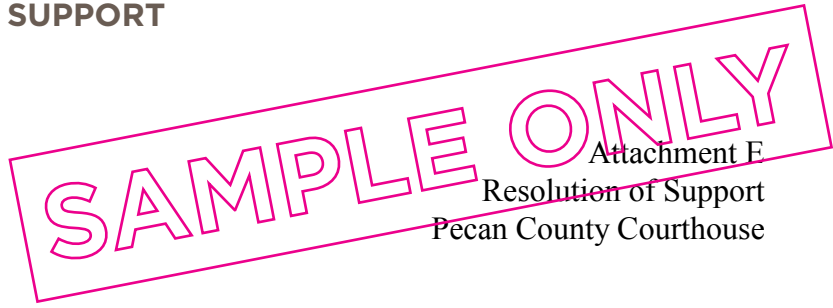
Grant and construction documentation preparation: June-September 2004

Bidding and Negotiation: October 2004

Construction: November 2004 – December 2005

Date	Action	Notes
May 26, 2004	Grant Orientation Meeting	
June 23, 2004	Provide proposed Scope of Work (B), Project Schedule (C), Cost Estimate (D) to Pecan County and THC.	Comm Court meeting
July 5, 2004	Provide contract for services to Pecan County.	
July 23, 2004	Finalize contract for architectural services. Approve funding agreement and attachments. Provide copies to THC.	Comm Court meeting
August 2, 2004	Meet with THC and County to discuss any revisions to the 95% plans.	Comm Court/THC meeting
September 10, 2004	Provide revised 100% complete plans to THC for review	Assuming no additional THC comments.
October 8, 2004	Receive Notice to Proceed to Bidding from THC. Advertise for bids and issue bid documents.	3 week bidding period
October 29, 2004	Bids due and low bidder identified	2 weeks negotiation
November 19, 2004	Sign contract with construction Contractor	
November 30, 2004	Pre-Construction Meeting/initiate work	12 months to complete
October 19, 2005	Begin Punch List	6 weeks to resolve punch list
October 30, 2005	Rededication plans coordinated with THC representative	
November 30, 2005	Project reaches Substantial Completion Completion report draft submitted	
December 15, 2005	Certificate of Occupancy received Final reimbursement request and Completion report submitted to THC	
December 31, 2005	Rededication Celebration	

SAMPLE



STATE OF TEXAS
COUNTY OF PECAN

Resolution #65

**A RESOLUTION SUPPORTING THE EFFORTS OF PECAN COUNTY
TO EXECUTE RESTORATION OF THE PECAN COUNTY COURTHOUSE**

WHEREAS, the historic county courthouse, having served the county since the first official commissioners court meeting was held in the building on July 4, 1877, is in need of repair and upgrades; and

WHEREAS, the county submitted an application in Round VI to the Texas Historic Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by John Doe, Architect dated November 9, 1999 and the 95% complete plans and specifications dated October 15, 2004; and

WHEREAS, the proposed project has been selected to receive a THCPP grant award in the amount of \$2,178,000 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

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

Resolved this 7th day of June, 2010.

_____, County Judge
Bob Hale

_____, Commissioner, Pct. 1
Doyle Johnson

_____, Commissioner, Pct. 2
Tom Wells

_____, Commissioner, Pct. 3
Gail Jones

_____, Commissioner, Pct. 4
Edmund Villareal

GRANT OF EASEMENT ATTACHMENT SAMPLE

GRANT OF EASEMENT ATTACHMENT B

Pecan County Courthouse Easement Exhibit B

SAMPLE ONLY

Physical Description and Character Defining Features

The 1929 Pecan County Courthouse is a 6-story Classical Revival building with Art Deco influences constructed of ivory terra cotta, buff scratch-face brick, and Carthage stone. The base of the building is elevated to a story and a half, while the lower floors project forward in a pair of wings on the front and rear facades, creating an I-shaped floor plan. The fifth and sixth stories are accommodated in stepped-back masses over the center of the courthouse with flat roofs and decorative parapets at each level. The building is positioned very close to all four streets lining the block. Concrete sidewalks extend out to the street from all four facades including two identical entrances at the north and south facades. Massive ionic columns of terra cotta over brick sit above the twenty-four foot wide steps. The columns support a frieze with eight masonry urns, above. At these entrances, three recessed arched metal doorways lead to the raised first floor.

Additional character defining features at the **exterior** include but are not limited to:

- Carthage stone at the base of the building and incorporated decorative features, above.
- Entrances at all four facades with limestone monumental stairs at north and south.
- Metal butterfly casement windows, decorative masonry spandrels and metal shutters.
- Landscaping, casted iron guard rails, metal downspouts and small monuments.
- Ornamental lanterns and clocks.

Additional character defining features at the **interior** include but are not limited to:

- All public spaces, specifically, the entry lobbies, waiting areas, corridors, grand marble stair with marble and wrought iron newel posts and wrought iron/wood banister, secondary stairs and courtrooms/ balcony.
- Metal covered wood panel, wood panel and steel doors, interior windows, transoms, wood vertical blinds with brass cord ties, window counters, metal louvers/ grills and brass hardware.
- Interior finishes at floors, walls, cornices and ceilings including Tennessee Marble floors/wainscots/sills; concrete, vinyl composition tile and hex ceramic tile floors; plaster walls, crown molding, plaster ornamentation, brackets, beams and pilasters; white oak paneling/casings and trim, picture mold, chair rail, base, exposed beams; paint colors and faux Caen stone.
- Two original elevators, metal spiral stairs and dumb waiter.
- Select remnants of the jail, hospital, kitchen and prisoner's/guard's quarters.
- Original oak furnishing including dividing bar, judge's screen, witness box, clerk's/ lawyer's/ reporter's tables, jury/witness chairs and public seating.
- Original vaults

For additional information concerning character defining features see The National Register of Historic Places Nomination and the THCPP Historic Structures Report and Restoration Master Plan



Pecan County Courthouse
Existing Condition-Exterior

A. Foundation-The foundation consists of interior and exterior isolated, stepped, reinforced concrete spread footings that vary in size. The terra cotta and stone veneer “water table” at the inset corners near the stairs on the north and south elevations and the southeastern inset at the base of the wall was observed to be cracked and separating from the structure. At the basement, the floors were observed to be uneven with minor cracks at the first floor slab-on-grade.

B. Shell-The structural system of the second through fifth floors consists of a 6 ½-inch deep reinforced concrete pan joist system with clay tile infill supported by concrete columns. Areas of high density storage at the county clerk’s storage vault at the first floor, the county clerk’s and tax collector’s office and vault on the second floor and the original balcony on the fourth floor exceed their originally designed live load capacity. Localized slab settlement was observed at the fifth floor (historic jail), currently used as storage with the sixth floor, west bay floor removed for a two-story space.

Roof Framing-The high roof framing consists of six-inch reinforced concrete slab that span reinforced concrete beams. The underside of the sixth floor roof slab was observed to be delaminated at several locations due to insufficient cover of the reinforcing steel.

Penthouse Roof-The penthouse roof framing consisted of the same reinforced concrete pan joist system as the floors below. The original roof was demolished to accommodate a raised roof for the elevator machinery. The structural condition is unknown.

Exterior Masonry-The exterior walls are clad in Carthage stone, ivory terra cotta, buff scratch-face brick. Mild to moderate corrosion was observed on the steel lintels over the windows and door openings however, no signs of structural distress were observed concerning the masonry. Minor cracks and limited repointing is needed to prevent moisture penetration into the wall.

Monumental stairs-The supporting concrete beams at the monumental stairs on the north and south sides of the building are spalling and cracked. In additionally, the steel angles supporting the terra cotta are failing. Severe cracking at the stone and terra cotta joints as well as failure below the landing of the south stair indicate an unsafe condition.

C. Exterior closure-Terra Cotta-The terra cotta, excluding the previously stated condition at the stair, is in moderate condition. Spalling of the glaze is occurring at select locations. The units had been tied back with helical anchors and the central holes as well as other imperfections were patched. Expansion and contraction of the ties and/or structural movement is displacing the patches. Additionally, staining is occurring.

Brick-The brick is in good condition. Some mortar joints are moderately weathered and some spalled bricks at the boiler sack on the roof were observed.

Limestone-The limestone is in good condition. Some mortar joints are moderately weathered.

Mortar-The mortar is in good condition. Only minor deterioration was noted.

Sealants-The sealant system is in fair condition. Some areas are failing leaving open joints.

Windows-The windows are in fair condition. Some of the windows are modified (window air handling units), rusted and/or painted shut. Modifications of glass types include wire, translucent and clear. Glazing compounds are moderately weathered and some replaced with sealant.

SAMPLE ONLY

Exterior Doors and Storefronts-Aluminum storefronts have replaced original door systems at all entrances. Wood doors and frames have been installed at roof access. All doors are in poor condition.

Roofing-The existing built-up bituminous with gravel surfacing system is in good condition however, it is not properly sloped/canted at penetrations. The powder coated steel parapet flashings and caps with sealants are in good condition however, this system covers the masonry at visually prominent locations and diminishes the historic character of the building.

- D. **Site Grading and Drainage**-There is some erosion adjoining the building with exposure of the brick foundation however, the site generally slopes toward the street except at lower stairwells which have floor drains.

Handrails and Iron Guardrails- These features are in fair condition, suffering from paint failure/rust.

Exterior Plaster or Stucco-Hard plaster soffits with sand finish and paint on the underside of the stair landing and vestibules vary from good to poor condition.

Attached Lighting-The historic lighting at the building entries and non-historic sconces are in fair condition. The luminaries at the stairs are missing the decorative banding that once covered the globes (visible in historic photographs). Attachment devices at the sconces have penetrated/scared the masonry.

Existing Condition-Interior

A. Floors, Walls and Ceilings

Plaster-Walls and ceilings of cement plaster over expanded metal lath or structural clay tile are in good to fair condition with deterioration due to water infiltration and general wear and tear including stains, minor cracking, minor spalling and rough surface texture from previous patching. Some walls have been removed, particularly on the second floor in the area now serving the 354th District Courts. Ceilings in the county and district courtrooms are heavily ornamented. Both have decorative plaster beams forming coffers as well as ceiling medallions and highly ornamental applied plaster decoration. Moisture damage is the primary concern. Almost all plaster ceilings outside of the corridors are concealed by 2 x 4 grid ceilings.

Gypsum Board-These walls and ceilings are in good condition however, they are not compatible with the historic character of the building in location, configuration and visible detailing.

Steel-The steel walls and ceilings, primarily in the historic jail, are in good condition however, some have been removed.

Ceramic Tile- In non-original restrooms, existing contemporary tile is incompatible with the historic character of the building.

Marble-The original marble is in fair condition however, some sections exhibit repaired damage and others are partially removed.

Flooring-The marble flooring is in good condition with some area with poorly-executed patches and repairs. Concrete, VCT, new ceramic tile is in good condition however new ceramic tile flooring is not compatible with the historic building. The hex ceramic tile varies; in some areas it is covered and in others it is replaced.

GRANT OF EASEMENT ATTACHMENT B

Wainscoting-In most areas the marble is in good condition. However, polyurethane coating, water infiltration and floor plan changes have resulted in damage.

- B. Finish carpentry**- Original partitions, wood casing and trim at doors, interior windows, picture rails, chair rails and accent windows with related casings and trim are in good condition. A large number of interior windows as well as picture rails have been removed.

Doors and Hardware-Original oak doors, transoms and brass hardware are in good condition. Some have been relocated and supplemental locks, added.

Paint-Paint throughout the building is generally in good condition.

Wood blinds and hardware-Blinds have been removed as well as approximately 50% of the brass cord ties.

Stairways-Main staircase with marble treads and risers on the ground through third floors and stair features ornamental iron railings marble newel posts and wood handrails as well as two enclosed concrete fire stairs are in good condition. Many of the wood finials at the newel posts are not original and some of the wood handrails at secondary stairs are missing end caps. The spiral staircases that exist on lower levels are in good condition. Staircases at the jury dorms are removed.

C. Misc. Items

Elevator-The existing elevator shafts are original to the building. The elevators are in fair condition but are not in compliance with code requirements.

Storm Drain System- The existing storm drain system consists of external scuppers and historic down-spouts. The system is fair to poor.

Lighting fixtures-The lighting consists of modern fluorescent fixtures with T8 lamps-surface mounted in corridors and lay-in troffers or pendant or surface mounted fixtures in offices and courtrooms. The only historically significant lighting is in the first floor corridor. The lighting throughout the building is fair to good.

Furniture-Original metal furnishings in the clerk's area are in good to fair condition. Oak furniture in the courtrooms is in fair to good condition.

Vault doors-Steel vault doors with hardware and mechanisms are in fair condition. Many of the building's vault doors have been removed. Three that remain are original to the building. These doors have been repainted with period-similar paintwork that is not well executed.

Site-Portland cement concrete paving is generally used throughout the site. Original sidewalk layouts as shown on original site plan remain with a number of repairs and modifications made over the years. There are many chips, breaks, spalls and patches in the curbs and sidewalks. Modern Iron and wood park-style benches are located on the north, west and south sides of the courthouse. These features as well as several memorials and markers are randomly placed around the courthouse lawn. Site features are in fair condition.

Landscaping-Live oaks, Magnolias, shrubs and turf are in poor condition.



TEXAS HISTORICAL COMMISSION
real places telling real stories

thc.texas.gov