



POLICIES AND PROCEDURES MANUAL FOR PLANNING AND CONSTRUCTION

LAMAR UNIVERSITY

LAMAR INSTITUTE OF TECHNOLOGY

LAMAR STATE COLLEGE - ORANGE

LAMAR STATE COLLEGE - PORT ARTHUR

SAM HOUSTON STATE UNIVERSITY

SUL ROSS STATE UNIVERSITY

TEXAS STATE UNIVERSITY

601 Colorado Street - Austin, Texas 78701 - (512) 463-1808 - tsus.edu

EXECUTIVE OVERVIEW

The Office of Finance (the “Office”) oversees the approval of capital improvement projects, and the procurement and administration of design and construction services on behalf of The Texas State University System (“System”), for major capital projects pursuant to Chapter III, Section 1.6 of the Board of Regents Rules and Regulations for the seven Component Institutions (“Components”) that comprise the System.

The Vice Chancellor and Chief Financial Officer (“VC/CFO”) is the point person between the Components and the Chancellor and the Board of Regents (“Board”), and ensures that Component capital projects are appropriately planned, programmed, designed and budgeted for approval by the Board. In so doing, the Office strives to add value to the project delivery process by bringing System and external expertise to bear to help ensure that projects are efficiently executed and that the underlying contracts are procured, negotiated and administered in an efficient and cost-effective manner while protecting the interests of the Components, System and Board.

The Office has been delegated various levels of authority and many responsibilities, including changes to design and construction contracts and publication of the ***Policies and Procedures Manual for Planning and Construction*** (the “Manual”). This Manual communicates laws, rules, regulations, policies and procedures to the Components on how to engage with the Office for the effective approval, contract administration and reporting of capital projects. The manual is organized as follows:

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In general, the project delivery process is linear, regardless of the delivery or contracting method used, and requires the project to pass through several pre-determined approval milestones as established by the Board, the Chancellor and the VC/CFO before moving on to the next phase. The typical project delivery process for capital improvement projects is shown in *Figure 1* below. The time durations will vary in accordance with project requirements and may be greater or less than the ranges set forth in *Figure 1*.

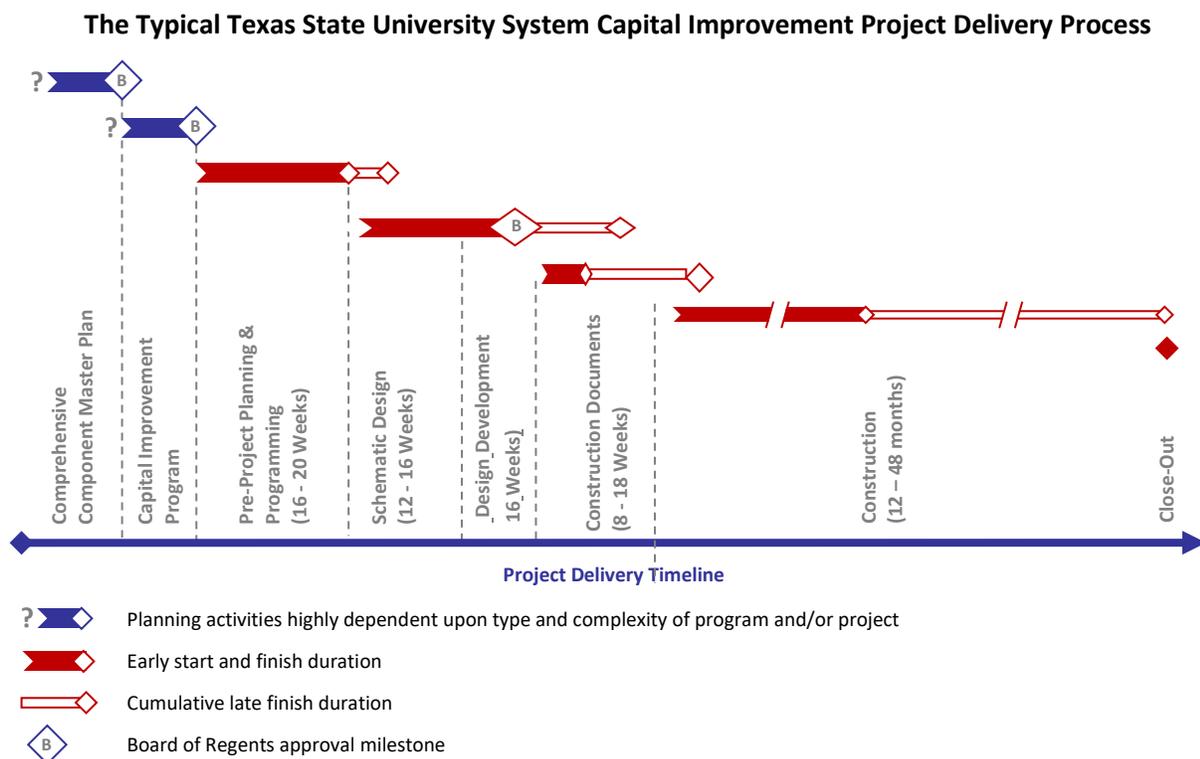


FIGURE 1

Components are responsible for implementing the procedures described herein. Any requests to deviate from the described procedures herein must be submitted to the VC/CFO for approval.

Daniel Harper
Vice Chancellor and Chief Financial Officer
The Texas State University System
601 Colorado Street
Austin, TX, 78701
Phone: (512) 463-6449
e-mail: daniel.harper@tsus.edu

SECTION 1: CAPITAL PROJECT DELIVERY PROCESS OVERVIEW

- 1.1 System capital projects are administered by the Office through the following six actions, and as described below:
 - 1.1.1 Comprehensive Campus Master Plan
 - 1.1.2 Capital Improvement Program
 - 1.1.3 Pre-Project Planning and Programming
 - 1.1.4 Design and Construction Services Procurement
 - 1.1.5 Design Development Approval
 - 1.1.6 Contract Administration
- 1.2 Components shall follow The Texas State University System's *Rules and Regulations* and all applicable federal, state, and local laws in the delivery of capital projects including, but not limited to: *Texas Education Code*, Chapter 51; *Texas Government Code*, Chapter 2155; *Texas Government Code*, Chapter 2254; *Texas Occupations Code*, Chapters 1001 (Engineers), 1051 (Architects), 1052 (Landscape Architects) and 1053 (Interior Designers).
- 1.3 Contact the Office for additional assistance regarding the *Policies and Procedures Manual for Planning and Construction*.

Comprehensive Campus Master Plan

- 1.4 Each Component is responsible for developing a ten-year Comprehensive Campus Master Plan ("Master Plan") that is in alignment with the Component's mission and vision statements, strategic plan, preliminary funding plans, and has been approved by all appropriate personnel.
- 1.5 The master planning process is critical to the future of every Component and results in guidance for the prioritization and selection of capital projects that may be considered for recommendation to the Board for approval.
 - 1.5.1 Once the Component's Master Plan is approved, programming and feasibility studies may commence in order to place projects on the Component's Capital Improvement Program, as described below.
- 1.6 Refer to *Section 3.2: Comprehensive Campus Master Plan*, below, and *The Texas State University System Rules and Regulations*, Chapter I, Paragraph 6.7 for additional information regarding the master planning process.

Capital Improvement Program

- 1.7 Each Component is responsible for developing, maintaining, and submitting for approval to the Board, through the VC/CFO, an up-to-date six-year Capital Improvements Program ("CIP") that encompasses the capital projects that are needed to preserve, enhance and add to the facilities assets in alignment with the Component's approved Master Plan.
 - 1.7.1 The CIP includes scope, schedule, funding and Total Project Cost ("TPC") of all Component projects regardless of authority level to manage the work.

- 1.7.2 The TPC is defined as all costs including programming, design, site acquisition, site development, facilities, furnishings, furniture and equipment, operational warranties and any other costs identified to meet the project's requirements as approved by the Texas Legislature, the Texas Higher Education Coordinating Board, and the Board.
 - 1.7.3 Adequate project information is documented and approved by the Component, including the Component's project specific needs, prior to requesting approval from the Board.
 - 1.7.4 Component executives shall confirm that the project is financially feasible, establishes realistic objectives and requirements, and identifies critical decisions and assumptions.
 - 1.7.5 Projects shall be placed on the CIP separately. Smaller projects with a TPC less than \$1 million, may be combined into an aggregated project.
- 1.8 Refer to *Section 3.3: Capital Improvement Program* below for additional information regarding the CIP process.

Pre-Project Planning

- 1.9 During the pre-project planning phase, the Component must review and evaluate many factors to develop an appropriate and realistic project execution plan in order to deliver the project successfully and meet the expectations of the stakeholders. These include but are not limited to:
- 1.9.1 Collecting needs and requirements
 - 1.9.2 Defining the scope and quality of work desired
 - 1.9.3 Defining the project activities and their sequence
 - 1.9.4 Estimating resources and durations, including roles, responsibilities and staffing
 - 1.9.5 Estimating costs and determining an appropriate budget
 - 1.9.6 Estimating a project schedule
 - 1.9.7 Identifying risks and establishing a communication plan
- 1.10 Refer to *Section 4: Pre-Project Planning* below for additional information regarding the planning process.

Design and Construction Services Procurement

- 1.11 The Office, in collaboration with the Component, procures design and construction professionals for each specific project to create a set of design documents and execute the construction process.
- 1.12 Refer to *Section 5: Design & Construction Services Procurement* below for additional information.

Contract Administration

- 1.13 The general purpose of a contract is to clearly identify the risks and responsibilities of each party. Effective contract administration and management provides a foundation for responsible decision making by the System and Component.
- 1.14 The Office is responsible for promulgating, negotiating, approving and overseeing all design and

construction related contracts and any changes thereto, unless they are within the limits of the President's authority or delegated to the President under paragraph 2.9.

- 1.15 The Office is responsible for certain administrative interactions related to milestone approvals in document development, Board Design Development package review and approval, as well as, approval of the Guaranteed Maximum Pricing and the final authority on the buyout values associated with a project.
- 1.16 The Component is responsible for:
 - 1.16.1 Executing the project, including managing all terms and conditions within the respective limits of authority.
 - 1.16.2 Leading, administering, coordinating, reviewing and approving all design phase activities and documents.
 - 1.16.3 Reviewing and approving all project related payments.
 - 1.16.4 Leading, administering and inspecting the construction process through kick-off meetings, periodic project meetings, inspections, commissioning, final acceptance and administration of warranty and milestones.
 - 1.16.5 Coordinating the scheduling, training, acceptance, and operation of the facility.
- 1.17 The Component may utilize third party project management services to satisfy the responsibilities enumerated under paragraph 1.16.
- 1.18 The System may utilize third party program management services to provide administrative oversight of the Component projects.
- 1.19 Refer to *Section 7: Contract Administration and Section 9: Close-Out* below for additional information.

SECTION 2: PROJECT AUTHORITY

The Board of Regents

- 2.1 The System and its Components are governed by the Board. The Board has ultimate authority of System and Component activities including administration of capital projects.
 - 2.1.1 The Board has delegated authority to the Chancellor to manage all project requests with a **TPC less than \$8,000,000**.
 - 2.1.2 The Board retains authority to approve all projects with a **TPC equal to or greater than \$8,000,000**.
 - 2.1.3 The Board retains authority to approve all indefinite quantity services contracts—including but not limited to job order construction contracts, contracts for Architect/Engineer (“A/E”) services, and consulting contracts, equal to, or greater than **\$4,000,000**, including any renewals (\$8,000,000 in the case of job order construction contracts).

The Chancellor

- 2.2 The Chancellor is the Chief Executive Officer of the System. The Chancellor reports to the Board and has direct line responsibility for all aspects of the System's operations with assistance from the System's Vice Chancellors.

Projects

- 2.2.1 The Chancellor is delegated authority to approve all project requests with a **TPC of less than \$8,000,000**, and all related project changes.

Contracts

- 2.2.2 The Chancellor is authorized to approve all design and construction contracts within the limits of authority granted by the Board through *The Texas State University System Rules and Regulations*.
- 2.2.3 The Chancellor is authorized to approve all indefinite quantity services contracts including, but not limited to, job order construction contracts, contracts for A/E services, and consulting contracts, with a total potential contract amount no greater than **\$4,000,000**; or **\$8,000,000** in the case of job order construction contracts, including all renewals.

The Vice Chancellor and Chief Financial Officer (“VC/CFO”)

- 2.3 After Board Design Development approval, but prior to construction contract award or acceptance of GMP, the VC/CFO is authorized to increase or decrease the cumulative value of the TPC up to **5% (new)** or **8% (renovation)**. Requests for increases of greater amounts must be approved by the Board.
- 2.4 The VC/CFO is responsible for contract management and administration of System and Component planning, design, and construction, including, but not necessarily limited to, long-term planning and

construction, as well as, administration of policies in the subject area. The VC/CFO performs duties under authority delegated by the Board through the Chancellor, not to exceed the full authority delegated to the Chancellor.

- 2.4.1 The VC/CFO is authorized to approve all design contract changes.
 - 2.4.2 The VC/CFO is authorized to approve all individual construction contract changes valued at **\$75,000** or more and all cumulative contract changes up to **5%** of the TPC for new projects and up to **8%** for renovation projects.
 - 2.4.3 The VC/CFO is responsible for the issuance of work authorizations and notices to proceed to design and construction professionals for programming, Schematic Design, Design Development, Construction Documents, Pre-Construction and Construction services.
 - 2.4.4 The Office is responsible for the review of the first and second construction phase payment requests and review and approval of the final construction phase payment requests on a project as further described in Section 7.
- 2.5 The VC/CFO has the authority to waive the application of any provision of these Policies and Procedures with respect to a particular project upon written request by the Component, except to the extent compliance is required by applicable law or The Texas State University System Rules and Regulations.
- 2.6 The VC/CFO is authorized to make a determination based on the needs of a specific project or Component that it is appropriate for program management services to be provided by a third party under contract with the System, and to procure, execute and administer such contracts in collaboration with the Component. *Refer to Appendix 1 Component Responsibilities in Projects with Outsourced Third-Party Project Management.*
- 2.7 The VC/CFO shall approve all contract forms and documents and promulgate to the Components for their use.
- 2.8 Components shall report to the VC/CFO quarterly, on a standard format developed by the VC/CFO, the scope of services, the current contract amounts, and the duration of services for all active Component projects on the CIP.
- 2.8.1 An active project is defined as any project where the Component has submitted a Statement of Initiation and received approval from the Office but has not closed-out the design or construction contracts.

The President

- 2.9 The Board has delegated to the President(s) the authority to plan, design, contract for, and construct projects listed on the approved Capital Improvement Program without further approvals from the Chancellor or the System **under the following limits:**

| Component | Total Project Cost (less than) |
|-----------------------------------|--------------------------------|
| Lamar University | \$4,000,000 |
| Lamar Institute of Technology | \$1,000,000 |
| Lamar State College - Orange | \$1,000,000 |
| Lamar State College - Port Arthur | \$1,000,000 |
| Sam Houston State University | \$4,000,000 |
| Sul Ross State University | \$1,000,000 |
| Texas State University | \$6,000,000 |

2.10 Furthermore, under Board delegation, the President is authorized to approve indefinite quantity services contracts, including but not limited to, job order construction contracts, contracts for A/E services, and any other consulting contracts **under the following limits**, including any renewals.

| Component | A/E and Consulting | Job Order Contracts |
|-----------------------------------|--------------------|---------------------|
| Lamar University | \$2,000,000 | \$4,000,000 |
| Lamar Institute of Technology | \$1,000,000 | \$2,000,000 |
| Lamar State College - Orange | \$1,000,000 | \$2,000,000 |
| Lamar State College - Port Arthur | \$1,000,000 | \$2,000,000 |
| Sam Houston State University | \$2,000,000 | \$4,000,000 |
| Sul Ross State University | \$1,000,000 | \$2,000,000 |
| Texas State University | \$3,000,000 | \$6,000,000 |

2.10.1 The indefinite quantity services contract amount, including any renewals, is separate from specific project assignment amounts issued under the base indefinite quantity services contract. The President is authorized to issue assignments under indefinite quantity services contracts for any project with a TPC not-to-exceed the limits established under paragraph 2.9.

2.11 For delegated projects or those within the President’s authority, the President is authorized to approve contract changes up to **5%** of the TPC for new projects and up to **8%** for renovation projects, after construction contract award. Requests for increases of greater amounts must be approved by the Board.

2.12 The President or designee is authorized to review and approve all Historically Underutilized Business (“HUB”) Good Faith Efforts and Subcontracting Plans. The President or designee also approves all payments.

2.13 Unless specifically stated otherwise, all other responsibility and authority for the delivery of capital projects has been delegated to the Component.

2.14 To the extent project management services normally provided by Component personnel are to be provided by third-party project managers, references in this Manual to Component project management shall be deemed to refer to the third-party project managers. The Component shall retain oversight responsibilities of the third-party project manager in coordination and collaboration with the Office. *Refer to Appendix 1 – Component Responsibilities in Projects with Outsourced Third-Party Project Management.*

- 2.15 The President is authorized to delegate any of the authorities listed above as deemed reasonable and necessary.

Project Expenditures

- 2.16 Project approval in the CIP constitutes Board authority for the Component to expend up to **4% of the TPC** to select a project design professional, conduct pre-project planning including, but not limited to: surveying and site investigation, demolition, abatement, utilities utility work, and Schematic Design and Design Development. Such expenditures shall not include major demolition that is not directly related to the project, procurement of equipment, preparation of Construction Documents, or other similar items.

- 2.16.1 If **4%** proves insufficient based on the unique requirements of the project, the Chancellor may approve an exception to exceed that amount based on a specific and justified request from the Component via the VC/CFO.

- 2.17 Project approval at Design Development (“DD”) constitutes Board authority for the Component to expend up to **100%** of the TPC to commence and complete Construction Documents and execute the Construction Phase, as well Board authority for the contract changes referred to in paragraph 2.11.

Contracts

- 2.18 The VC/CFO administers programming, design and construction contracts; however, the Component manages assignments under indefinite quantity programming contracts, other contracts and purchase orders, and leads the project, including conducting meetings, facilitating receipt and incorporation of user needs and requirements into the design documents, and reviewing and commenting on design submittals.

- 2.19 The VC/CFO, or designee, acts as the Owner’s Designated Representative (“ODR”) and the Component acts as the Owner’s Designated Site Representative (“ODSR”), both as defined in the contract.

- 2.19.1 The ODR delegates authority to the ODSR to manage the contracts and execute Substantial Completion Certificates as defined in the contracts.

- 2.20 The Component shall be responsible for all required Legislative Budget Board (“LBB”) reporting requirements for the following Indefinite-Delivery Indefinite-Quantity (“IDIQ”) contracts.

- 2.20.1 A/E;
- 2.20.2 Mechanical, Electrical, and Plumbing;
- 2.20.3 Structural;
- 2.20.4 Civil;
- 2.20.5 Project Management;
- 2.20.6 Programming Services;
- 2.20.7 Geotechnical and Construction Material Testing;
- 2.20.8 Test and Balancing;
- 2.20.9 Commissioning; and,

2.20.10 Building Envelope Services.

- 2.21 Component shall notify the Office ninety (90) calendar days prior to contract term expiration or when the contract reaches 80% threshold of the maximum contract amount, whichever occurs first.
- 2.22 The Component shall be responsible for all LBB and other federal, state, and local jurisdiction reporting requirements for capital project solicitations issued under the Component President's authority.
- 2.23 The Office shall be responsible for LBB reporting requirements for all capital project solicitations for projects executed under the authority of the Chancellor or the Board.

SECTION 3: PROJECT MILESTONE APPROVALS

- 3.1 All capital projects require certain approvals mandated by the Board, the Chancellor and the VC/CFO throughout the project delivery process.

Comprehensive Campus Master Plan

- 3.2 The procedure for the preparation and approval of a Comprehensive Campus Master Plan is as follows. Note that the President establishes a Component Master Plan Committee pursuant to Chapter I, paragraph 6.7 of *The Texas State University System Rules and Regulations*.

- 3.2.1 The Office, in collaboration with the Component, will procure master planning services.
- 3.2.2 The Component will schedule appropriate meetings.
- 3.2.3 The Component and master planning firm will present an interim briefing for the Board's Planning and Construction Committee, prior to the meeting at which the Board will be asked to approve the Component's Master Plan.
- 3.2.4 A draft of the proposed final Master Plan should be submitted by the Component to the Office at least eight (8) weeks prior to the Board meeting, for review and comment, unless a different deadline is agreed to by the Component and Office.
- 3.2.5 Upon approval from the Chancellor, the Component shall submit thirteen (13) hard copies and an electronic copy of the final Master Plan to the Office four (4) weeks prior to the Board meeting. The number of submitted hard copies does not include those required by the Component and is subject to change based on prior agreement between the Component and Office.
- 3.2.6 The master planning firm presents the proposed Comprehensive Campus Master Plan to the Board with support and assistance from the President and VC/CFO.
- 3.2.7 The Component may, in consultation with the VC/CFO, develop master plans for specific parcels of land that are not a part of the Component's main campus (such as research parks), or for specific areas or facilities within its main campus (such as athletic complexes), where the development of a specific master plan would be beneficial to the Component. Any such master plan shall be subject to the same approvals as the Comprehensive Campus Master Plan.
- 3.2.8 All Comprehensive Campus Master Plans submitted to the Board should consider at least the following items:
 - 3.2.8.1 Statement of Guiding Principles
 - 3.2.8.2 Demographic Analysis
 - 3.2.8.3 Programming/Space Projections
 - 3.2.8.4 Environmental Analysis & Environmental Impact Statement
 - 3.2.8.5 Context Analysis (Local and regional history and background)
 - 3.2.8.6 Facility Use and Condition Assessment
 - 3.2.8.7 Historic Facility Survey

- 3.2.8.8 Site Surveys
 - 3.2.8.9 Building & Land Use Plan (near term and long-range)
 - 3.2.8.10 Demolition or Deferred Maintenance
 - 3.2.8.11 Open Space and Landscape Plan
 - 3.2.8.12 Transportation and Parking Plan
 - 3.2.8.13 Utilities & Technology Infrastructure
 - 3.2.8.14 Adjacent Land Use Analysis
 - 3.2.8.15 General Land Acquisition and Disposition Strategy
 - 3.2.8.16 Safety and Security Plan
 - 3.2.8.17 Economic Impact Analysis
 - 3.2.8.18 Wayfinding and Signage Plan
 - 3.2.8.19 Design Guidelines for:
 - 3.2.8.19.1 Architecture (Buildings)
 - 3.2.8.19.2 Landscape
 - 3.2.8.19.3 Infrastructure
 - 3.2.8.19.4 Historic Structures
 - 3.2.8.20 Implementation Timeline with cost estimates and phasing plan
- 3.2.9 Should the Component desire to update a current Board approved Master Plan, the Component shall notify the VC/CFO in writing of the proposed scope of the update and the proposed process and timeline for the preparation and delivery of the update. VC/CFO shall determine whether the process outlined above shall apply to the update, based on the scope of the proposed update. Any proposed update shall be presented to the Board as provided under paragraph 3.2.

Capital Improvements Program

- 3.3 The Capital Improvements Program (“CIP”) is the System’s process to preserve and enhance its facilities assets infrastructure. It is a six-year, forward-looking plan for all major repair, rehabilitation, alteration, and new construction projects. The CIP is not intended to capture all routine maintenance or minor repair work that does not rise to a capital project or result in a change of use.
- 3.3.1 For a project to be included on the CIP, the Component should demonstrate how the project directly promotes achieving its approved Strategic Plan and justify its need based upon accepted planning parameters. Unless an exception is justified in the Capital Improvement Program Information System (“CIPIIS”), the project may only be listed on the CIP if it has been specifically accommodated on the Component’s Comprehensive Campus Master Plan.
 - 3.3.2 The Board’s approval of the CIP constitutes its authorization for the Component to expend Component funds, up to 4% of the estimated TPC, refer to paragraph 2.16.
 - 3.3.3 In developing the CIP, the Component should consider, at a minimum:
 - 3.3.3.1 Compatibility of a proposed project with the Component’s Mission Statement, Strategic Plan, Comprehensive Campus Master Plan, and its goals and targets;
 - 3.3.3.2 The condition of existing facilities;
 - 3.3.3.3 Current and projected needs, based on data which may include enrollment projections, strategic initiatives, and technological innovation;
 - 3.3.3.4 The justification for the project using accepted facilities industry planning

- parameters;
- 3.3.3.5 Funding sources and available resources; and,
- 3.3.3.6 Priorities, both for the necessary funds and among all the competing potential uses of the available funds.
- 3.3.4 **No later than February 1 of each year**, the VC/CFO will issue instructions to all Components describing schedule, process and forms required to gather all the information needed to update CIPIS.
 - 3.3.4.1 The Component is required to submit a completed Project Information Form (“PIF”) for each project (or aggregated group of smaller projects) that it proposes to add to the CIP, and for each existing CIP project that it wishes to amend. The form requires the Component to provide detailed information on the proposed project.
- 3.3.5 Components submit their completed PIFs, through CIPIS, eight (8) weeks prior to the Board meeting for Office review and comment.
- 3.3.6 Concurrent with PIF submissions, each Component shall submit a funding prioritization plan for each CIP project scheduled to be initiated during the first two fiscal years of the CIP.
- 3.3.7 The Office will evaluate and review proposed projects and refinements may be requested to the projects in CIPIS as a result of this review process.
- 3.3.8 For each project submitted, the Component in collaboration with the Office establishes the preliminary TPC using any available and reliable third party cost estimate, programming documents, median cost figures from the Texas Higher Education Coordinating Board (if available), or internal cost estimates, including any adjustments for project cost escalation, to establish the preliminary TPC.
- 3.3.9 Following the conclusion of the Office review process, a draft of the proposed CIP is sent to the Components for review and final comment.
 - 3.3.9.1 Components shall submit their final comments to the Office within the time specified in the communication from the Office (paragraph 3.3.4), which is dictated by the deadlines for inclusion of the CIP in the Board agenda materials for the May meeting.
- 3.4 The final proposed CIP is then scheduled and presented by the VC/CFO to the Board for adoption.
 - 3.4.1 The CIP is considered by the Board annually to achieve the Strategic Plans of the Board and to accommodate known funding limitations.
 - 3.4.2 The Component shall update the PIF and amend the CIP as necessary at each annual update to reflect the current scope, schedule and cost of each project. Projects that are initiated, or will be initiated during the forthcoming fiscal year, will be removed from the CIP at the next annual update.
 - 3.4.3 The CIP is generally considered at the May Board meeting.

Capital Improvement Program - Interim Updates

- 3.5 The Component may request the addition of a new project to the CIP.
 - 3.5.1 Other than emergency repairs, the process for submission and approval of CIP additions is the same as the CIP submission process described above, except the submission deadlines shall follow the normal deadlines for agenda items for quarterly Board meetings.
 - 3.5.2 In emergency situations the VC/CFO may approve initiation of planning and design of a project (but not construction) that is not on the CIP, in which case the project is required to be submitted for inclusion into the CIP at the next meeting of the Board.
 - 3.5.3 In an emergency situation the Chair of the Board's Planning and Construction Committee may approve the construction of a project that is not on the CIP, in which case the project is required to be submitted for inclusion in the CIP at the next meeting of the Board.

Design Phases

- 3.6 Prior to completion of each major phase of design (Schematic Design, Design Development and Construction Documents), the Component shall confirm that all design requirements reconcile with the program, review the TPC, and verify compliance with all related codes in the form of a Certificate of a Compliance signed by the Architect of Record and notarized, and signed by the ODSR, and sent to the Office.
 - 3.6.1 Upon receipt of the Certificate of Compliance in good order, the Office will issue an authorization letter to the design professional to continue to the next phase of design or a notice to proceed to the contractor to start construction activities.
 - 3.6.2 Refer to *Section 6: Project Reporting & Design Oversight Reviews* below for additional requirements.

Design Development - Review and Approval

- 3.7 The procedure for the preparation of a project Design Development ("DD") binder is as follows:
 - 3.7.1 The Component begins the process by holding a meeting with the A/E, approximately sixty (60) calendar days prior to the date of the appropriate quarterly Board meeting, to discuss the required contents and format of the DD binder submittal package. The Component shall provide to the A/E recent examples of approved submittal packages for its use.
 - 3.7.2 The Component submits a complete DD submittal package to the Office in a 3-ring binder with an electronic copy uploaded to e-Builder, forty-five (45) calendar days prior to the appropriate quarterly Board meeting, for review and comment by the VC/CFO. The DD submittal package shall conform to the requirements set forth in Attachment B of the A/E Agreement. The required TPC may be omitted from this submittal if it is not yet available.
 - 3.7.2.1 The DD binder submittal package is in addition to the Design Development plans

and specifications that are submitted to the Component for review and approval.

- 3.7.3 The Office evaluates and reviews the project with a particular focus to the scope and TPC, as well as the suitability of the presentation for Board review, and provides comments to the Component.
- 3.7.4 Thirty-one (31) calendar days prior to the Board meeting, the Component shall submit the required TPC for review by the Office and inclusion in the DD submittal package. Upon review by the Office, final comments are submitted to the Component for forwarding to the A/E to generate a final submittal package.
 - 3.7.4.1 The Component shall issue to Office a revised DD submittal package addressing all comments by the deadline established under paragraph 3.7.4.2.
 - 3.7.4.2 The Component is responsible for the submission of seven (7) hard copies and one (1) electronic copy of the DD binder submittal package in final form to the VC/CFO, at least twenty-four (24) calendar days prior to the Board meeting.
 - 3.7.4.3 The number of submitted hard copies stated in paragraph 3.7.4.2 does not include any copies required by the Component for their use and is subject to change based on prior agreement between Component and Office.
- 3.7.5 The Component is responsible for submitting a motion for Board approval of the DD documents and the proposed TPC in accordance with the schedule published by the Chancellor’s office.
 - 3.7.5.1 Concurrently with the submission of the motion, the Component shall submit to the VC/CFO the form referred to in paragraph 3.8.1.
- 3.7.6 If required under applicable law, the project must also be approved by The Texas Bond Review Board.
- 3.7.7 The overall suggested Board DD Submission Schedule is shown in *Figure 3*.

| The Office Activity Schedule for Board DD Submissions | Calendar Days Prior to Board Meeting |
|---|--------------------------------------|
| Component meets with A/E and reviews examples of previously approved DD Submittals | 60 |
| Component Submits Completed Draft (with or without) Reconciled TPC | 45 |
| Office reviews and Component revises based on comments received | 44 to 32 |
| Component Submits Final Corrected Draft with Reconciled TPC | 31 |
| Hard Copies of final DD Submission delivered to Office | 24 |
| Board Book Released | 14 |
| Planning and Construction Committee Meeting - earliest date | 10 |

FIGURE 3

- 3.7.8 If necessary to meet project schedules, upon written request of the ODSR, the VC/CFO may issue to the A/E an notice to proceed to the Construction Documents phase of design prior to approval of the DD binder submittal package by the Board, provided the VC/CFO and the ODSR have accepted and approved the DD documents inclusive of the TPC and schedule.
- 3.7.9 *Refer to Appendix 2 – Board of Regents Design and Development Submittal Package Requirements.*

Texas Higher Education Coordinating Board

- 3.8 Following approval by the Board, all projects required to be submitted for review to the Texas Higher Education Coordinating Board (“THECB”) shall follow the process outlined below. The Component has primary responsibility for ensuring that the Component and the proposed project meet all requirements and standards as defined by THECB.
 - 3.8.1 The Component prepares and submits the THECB’s Board of Regents Certification form to the Office for the Chancellor’s signature. This form shall be submitted to the Office by the Component at the time the Component submits the motion for Board approval of the project DD binder. The form is signed by the Chancellor upon Board approval of the project and is submitted by the Office to the THECB.
 - 3.8.2 The Component completes the electronic project application with assistance from the A/E and submits it through the THECB’s online Campus Planning System. The application must be processed prior to the deadline specified in rules adopted by the THECB.
 - 3.8.3 The Office reviews and edits the application online and either returns it to the Component for further editing or submits it to the THECB.
- 3.9 The Component shall submit an amended or updated project application, as and when required by THECB rules.

SECTION 4: PRE-PROJECT PLANNING

- 4.1 To initiate a project other than projects delegated to the President's authority under Section 2.9, the Component shall submit a Statement of Project Initiation to the Office, which includes a request by the Component to procure programming services. *Refer to Appendix 3 – Statement of Project Initiation.*
- 4.2 All project programming shall be performed by a consultant under an approved contract with the System. The Component shall consult with the Office to ascertain the contracted consultant(s).
- 4.3 The Component is authorized to negotiate scope, schedule and fee for programming with the programming firm(s) as approved by the Office.
 - 4.3.1 To promote the programming effort and to avoid a conflict of interest, consultants who provide programming services will not be permitted to provide design services for the project. The Office has published a Policy Regarding Participation by Consultants and Subconsultants in Project Programming to address compliance with Section 2155.004 of the *Texas Government Code*. *Refer to Appendix 4 – Policy Regarding Participation by Design Consultants and Subconsultants in Project Programming.*
- 4.4 The Component initiates, leads and manages the programming effort, including establishing well defined scope, schedule and budget information as required by the consultant agreement.
- 4.5 The Component shall submit an electronic copy and a hard copy of the final draft of the program to the Office for review and comment.
- 4.6 When all the Office comments have been confirmed as addressed, and scope, schedule, cost and funding are all in agreement and approved by the Component, the Component's President shall approve the program and submit an electronic copy to the VC/CFO.
- 4.7 If at any time during the programming process, the project scope (measured by gross square footage) or the preliminary TPC increases or decreases by **more than ten percent (10%)** from the information provided in the approved CIP, the Component shall submit an amended PIF through CIPIS for subsequent approval and adoption by the Board.

SECTION 5: DESIGN & CONSTRUCTION SERVICES PROCUREMENT

5.1 The Office procures the services of design and construction professionals on behalf of the Components for all capital projects other than those delegated to the Component President pursuant to Section 2.9. The following section describes the System’s requirements for selecting a design professional and a contractor for Competitive Sealed Proposals (“CSP”), Construction Manager at Risk (“CM-R”) and Design-Build (“DB”) project delivery methods. In general, the process follows the following steps and is summarized in *Figure 4*:

- Component appoints the selection committee
- Issue and evaluate the Request for Qualifications (“RFQ”)
- Issue and evaluate the Request for Proposals (“RFP”)
- Conduct interviews, if required
- Recommend award
- The Office confirms award
- Negotiate and approve the agreement

Refer to Appendix 5 - Project Delivery Method Guidelines.

5.2 The Component requests initiation of the contract procurement process by providing a completed Statement of Project Initiation form to the Office.

5.2.1 Per *Texas Government Code* Section 2254.003, design professionals shall be selected on the basis of demonstrated competence and qualifications to perform the required services, and not on the basis of competitive bids or proposals.

5.2.2 Per *Texas Education Code* Sections 51.776 through 51.785, Design- Builders are selected through a two-step process; contractors procured through Competitive Sealed Proposals are selected through a one-step process; and CM-R are selected through a one or two-step process, all of which include the submission of competitive proposals.

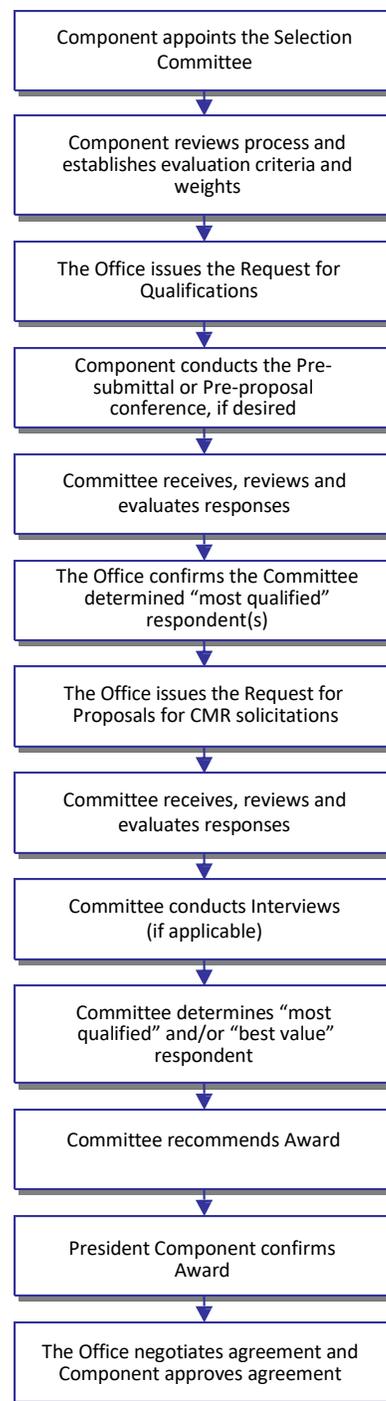


Figure 4

Selection Committee

- 5.3 The Component appoints the selection committee members as approved by the President or their designee.
 - 5.3.1 Committee members shall represent a broad understanding of the project, including the Component's needs, requirements, and the design and construction process.
 - 5.3.2 The number of selection committee members is at the Component's discretion but generally ranges from three (3) to seven (7) individuals.
 - 5.3.3 The VC/CFO, or their designee, may participate as a voting member of the committee, at the request of the VC/CFO. The VC/CFO, or their designee, may participate at any point in the process as a non-voting member.

Request for Qualifications (A/E, CM-R and DB Selection Only)

- 5.4 The Office publishes and posts the RFQ through the Texas Comptroller of Public Accounts Electronic State Business Daily ("ESBD") in accordance with Texas law.
 - 5.4.1 The Component convenes the appointed selection committee in a pre-solicitation preparation meeting to review the standard procedures and documents related to the RFQ, RFP, interviews, and overall selection process.
 - 5.4.2 A/Es are selected in one (1) step process, plus optional interview(s).
 - 5.4.3 Contractors selected through CM-R or DB are selected in a two (2) step process, with optional interview(s). However, under special circumstances CM-R can be selected through a one step process with optional interview(s).
 - 5.4.4 Contractors selected through CSP are selected in a one (1) step process, with no interview, and the option for the request of a Best and Final Offer ("BAFO"). *For CSP, skip to "Issue Request for Proposals" below.*
- 5.5 The Component shall provide any special performance criteria and associated weights to the Office prior to preparation of the RFQ or RFQ/P.
- 5.6 The Component may conduct mandatory or optional Pre-Submittal or Pre-Proposal Conference(s), if warranted, at the time and location identified in the RFQ or RFQ/P.
 - 5.6.1 The Component forwards any questions submitted by potential respondents with applicable recommended answers to the Office to review and issue an addendum through the ESBD.

Request for Qualifications Responses

- 5.7 The Component accepts all responses to the RFQ at the advertised location until the advertised deadline and coordinates the Historically Underutilized Business (“HUB”) Subcontracting Plan due date with the appropriate Component HUB coordinator.
 - 5.7.1 The Component is responsible for preparing the selection team to understand and properly evaluate the responses.
 - 5.7.2 The Component is responsible for the review of each response.
 - 5.7.3 Qualifications received after the deadline shall not be opened or considered by the committee.
 - 5.7.4 The Component shall forward one an electronic copy of all responses to the Office for record.
- 5.8 The selection committee members evaluate the responses independently, within the timeline defined in the RFQ, using the criteria and questions established in the RFQ.
- 5.9 After the selection committee completes their individual evaluations and rankings, the committee submits the scores to the Office for final review and confirmation of the top ranked respondents. Those respondents meeting an acceptable score will be eligible for the second phase of the procurement process.
 - 5.9.1 It is recommended that no more than five (5) respondents be selected to submit additional information and/or to interview for final selection. The decision on the maximum number of respondents to invite to a potential interview shall be made by Component in collaboration with the Office, and in accordance with State law. The final determination of how many respondents will be invited to participate in the second step of the solicitation shall be made on the basis of scores received and their relative proximal alignment with the top ranked respondent. The Office shall confirm the relative proximal alignment of the top ranked respondents and recommend to the Component how many respondents could be interviewed as a result of the evaluation scores. The Component shall determine how many respondents to interview based on these recommendations.
 - 5.9.2 Per *Texas Government Code* Title 10, Subtitle F Chapter 2254, A/Es shall not submit proposals for services and shall be selected on the basis of demonstrated competence and qualifications. For A/Es, skip to “Interviews”.

Request for Proposals (CM-R, CSP and DB Selection Only)

- 5.10 The Office publishes the RFP or RFQ/P through the ESBD in accordance with Texas law. For CSP solicitations only an RFP is published. For CM-R and DB, the RFP step is included in the original RFQ/P.
- 5.11 The Component convenes the selection committee in a pre-solicitation preparation meeting to

review the standard procedures and documents related to the RFP and overall selection process.

- 5.12 **For CSP Only:** The Component may conduct mandatory or optional Pre-Proposal Conference(s) at the time and location identified in the advertised RFP.

Request for Proposals Responses

- 5.13 The Component accepts all responses to the RFP or RFQ/P at the advertised location until the advertised deadline and coordinates the HUB Subcontracting Plan due date with the appropriate Component HUB coordinator.

5.13.1 All CM-R and DB RFQ/Ps shall require the respondents to submit two (2) separately sealed responses, one containing the qualifications and the other containing the proposal. The sealed proposals shall only be opened for the top ranked respondents.

5.13.2 Separately sealed proposals shall be forwarded unopened to the Office for public opening by the Office at a later day and time as identified in the RFQ/P.

5.13.3 For CSP, the Office accepts all responses to the RFP at the advertised location until the advertised deadline. Immediately after the deadline all proposals are opened, and the contents read aloud in a public setting. The HUB Subcontracting Plan is forwarded to the appropriate Component HUB Coordinator for evaluation.

5.13.4 Proposals received after the deadline shall not be opened or considered by the selection committee.

5.13.5 For CM-R and DB solicitations, the Component shall evaluate the RFQ/P qualifications upon receipt. The Office will add the financial terms of the proposals to the Component's evaluation worksheet to complete the process, as described below.

5.13.5.1 The weight assigned to the financial terms of the proposal shall not be less than **35%** and not greater than **75%**.

5.13.5.2 **For CM-R and DB:** Scoring of the proposals are based on the total of all preconstruction and construction phase fees, and general conditions, relative to the lowest total proposal amount submitted by the respondents. See below for an example.

5.13.5.3 **For CSP:** Scoring of the proposals are based on the total of the base bid plus any Component accepted alternates, relative to the lowest total proposal amount submitted by the respondents. See below for an example.

5.13.5.4 For scoring purposes, the lowest proposal amount shall receive a "10," while each remaining proposal score is reduced proportionally as compared to the lowest proposal. An example is shown below:

| Respondent | Proposal Amount | Difference Amount | % Reduction | Score |
|------------|-----------------|-------------------|-------------|-------|
| Lowest | \$1,000,000 | \$0 | 0.0% | 10.0 |
| 2nd Lowest | \$1,100,000 | \$100,000 | 10% | 9.0 |
| 3rd Lowest | \$1,250,000 | \$125,000 | 25% | 7.5 |
| 4th Lowest | \$2,000,000 | \$1,000,000 | 100% | 0.0 |
| Highest | \$2,500,000 | \$1,500,000 | 150% | -5.0 |

5.14 **For CM-R and DB Only:** The proposal scores are incorporated into the previously tabulated qualification worksheet by the Office and the resultant best value determination is announced to the Component selection committee. Those respondents meeting an acceptable score may be invited for an interview if deemed necessary or appropriate.

5.14.1 The interview is to allow each short-listed respondent to answer questions developed by the committee in light of the responses provided in the RFQ/P. If the selection committee does not have questions resulting from the selection process, then interviews are not required.

5.14.2 Per *Texas Education Code* Section 51.780(f)(1) a maximum of five (5) of the most qualified DB respondents may be selected to provide proposals and possibly interview for a final selection. The determination of how many DB respondents will be invited to submit proposals and possibly interview shall be made by the Component in collaboration with the Office, in accordance with State law; and on the basis of scores received and their relative proximal alignment with the top ranked, most qualified, respondent

5.14.3 Per *Texas Education Code* Section 51.782(e) five (5) or fewer most qualified CM-R respondents may be selected to provide proposals and possibly interview for a final selection. The determination of how many CM-R respondents will be invited to submit proposals and possibly interview shall be made by the Component in collaboration with the Office, in accordance with State law; and on the basis of scores received and their relative proximal alignment with the top ranked, most qualified, respondent.

5.15 **For CSP Only:** The proposal scores are entered into the proposal worksheet by the Office and the resultant best value determination is announced to the Component selection committee.

Interviews (A/E, CM-R and DB Selection Only)

5.16 Following a discussion of the RFQ and/or RFQ/P results between the Component and Office, a short-list of respondents to interview is determined by the selection committee and communicated to the Office. The Office notifies the short-listed respondents of the interview date, time and location.

- 5.17 Once the interviews are complete, the selection committee confirms the evaluations and determines a final ranking. The scores assigned to each respondent in the evaluation phase of the qualifications and proposals shall not be considered at the interview stage, and all short-listed firms begin the interview process on an equal footing. The grading of each respondent shall be a numbering system based on the number of shortlisted firms. Each interviewer shall rank the short-listed firms 1, 2, 3 and so forth, where 1 is the best ranking. The respondent receiving the lowest total score is the top-ranked respondent.

Recommend Award

- 5.18 The Component prepares and sends to the Office, electronically, a written request that the System award a contract to the top-ranked respondent. The request shall include a brief summary of the RFQ, RFP, and/or interview process.

Negotiate and Approve Agreement

- 5.19 The Office notifies the awarded respondent of its selection and proceeds to negotiate the contract, including scope of services and fee. For A/Es, the Component's involvement with the negotiation process is limited to holding an initial meeting with the selected firm to discuss the desired scope and schedule of services so as to enable the A/E to submit a fee proposal to the Office to initiate the negotiation process. The Component shall transmit the minutes of the initial meeting to the Office within ten (10) calendar days of the event. The Office shall consult with the Component during fee negotiations.
- 5.19.1 The Office requests evidence of appropriate insurance from the awarded respondent.
- 5.19.2 The unsuccessful respondents will be notified of their non-selection by the Office.
- 5.19.3 Upon completion of negotiations, the Office notifies the Component and prepares a contract. Upon execution of the contract by the awarded respondent, the Office will issue the Authorization to Commence Services or Notice to Proceed.
- 5.19.4 The Office notifies the Component of contract issuance and completes any required reporting of the contract to the LBB.
- 5.19.5 The Office posts a notice on the ESDB referencing the solicitation requisition number regarding the award of the contract.
- 5.20 The Office administers the contract. Any amendments to the contract will be negotiated by the Office in consultation with the Component.
- 5.20.1 The Component manages the design and construction professionals per the terms of the contracts.

SECTION 6: PROJECT REPORTING AND DESIGN OVERSIGHT REVIEWS

Project Reporting

- 6.1 Each Component shall submit a quarterly report on the Summary Report Form for all active projects that are separately identified in the CIP, which have been initiated, but which have not achieved Final Completion (as defined by the Uniform General Conditions).
 - 6.1.1 The report shall include the status of a project in terms of budget, scope, schedule, and any outstanding issues of importance.
 - 6.1.2 The report shall indicate approval status by the President, VC/CFO, Chancellor, Board and any applicable state or federal agencies.
 - 6.1.3 Standard project report formats are developed and controlled by the Office.
- 6.2 The Component shall advise the Office if, at any time during design or construction, a change in project scope (as defined by the approved program) and/or additional design or construction services that would exceed the approved total respective contract amounts is anticipated.
 - 6.2.1.1 Such notifications shall be made prior to the performance of additional design services or execution of changes in the construction scope of work.
 - 6.2.1.2 Any amendment to a contract will be negotiated by the Office in consultation with the Component other than projects for which delegated authority has been delegated to the Component.

Design Oversight Reviews

- 6.3 The Component is responsible for the management of overall project delivery process, while the Office is responsible for project administration and contract compliance.
- 6.4 For all phases of Schematic Design, Design Development and Construction Documents, the Component shall transmit the Certificate of Compliance (see paragraph 3.6) to the Office for review, comment, and/or acceptance.
 - 6.4.1 The Component shall consolidate all programmatic and design review comments from the Component into one document and forward it to the A/E for incorporation and/or response, and to the Office.
 - 6.4.2 Construction cost estimates shall be in Construction Specifications Institute (“CSI”) 50 Division format and delivered within two (2) weeks of each design submittal.
- 6.5 Prior to requesting approval to continue to the next phase of design, the Component shall ensure that the scope, quantities, unit costs and construction estimate are fully reconciled and are within the parameters of the approved program, Construction Cost Limitation, and TPC.

SECTION 7: CONTRACT ADMINISTRATION

Payments

- 7.1 The Component reviews and approves all pay application requests per the agreement.
 - 7.1.1 Pay applications typically include but are not limited to the following documents. Note that the following requirements apply to the “formal” pay application and not the “pencil” pay applications that typically precede the formal pay application:
 - 7.1.1.1 Component’s Voucher
 - 7.1.1.2 Application for payment with the Schedule of Values (*Construction Contracts only*)
 - 7.1.1.3 Construction cash flow projections (*Construction Contracts only*)
 - 7.1.1.4 Updated project schedule (*Construction Contracts only*)
 - 7.1.1.5 Updated Submittal Schedule (*Construction Contracts only*)
 - 7.1.1.6 Prime Contractor HUB Subcontracting Plan Progress Assessment Report
 - 7.1.1.7 Appropriate back-up materials
 - 7.1.2 For capital projects not delegated to the Component President, the Component shall submit the first and second construction phase pay application requests for each construction contract to the Office for post-payment review, and the final pay request to the Office for pre-payment approval.
 - 7.1.3 After achieving Substantial Completion and as part of the final pay request, the Component shall provide the Office with the respective Substantial Completion and Final Payment Checklists, including all required backup.
 - 7.1.4 The Component is required to comply with the general Texas prompt payment law requirements that an application for payment be processed and paid thirty (30) calendar days from receipt.
 - 7.1.5 If an application for payment requires revision or needs to be rejected by the Component, the Component shall immediately provide written guidance to the contractor within seven (7) business days from receipt of an invoice, and clearly state the reason for the revision or rejection and the information required for the Component to substantiate and adequately process the request for payment.
 - 7.1.5.1 Components are encouraged to process disputed applications for payment whenever possible by striking specific line items and reducing amounts owed accordingly, in close consultation and mutual acceptance with the contractor. Any such disputed items removed from the current pay application shall be corrected and resubmitted by the contractor on their next pay application.
 - 7.1.5.2 Components are not required to perform audit level reviews and analysis of

applications for payment, unless they determine a need to do so.

7.1.5.2.1 Audit level reviews shall be performed in accordance with generally accepted government auditing standards.

7.1.5.2.2 Projects that include a GMP may be audited following their completion per paragraph 7.5.6.

7.1.6 Components shall notify the Office, in writing, of any disputed certified applications for payment that are at least sixty (60) calendar days beyond the initial formal submission date with an explanation for the delay in processing.

Contract Changes

7.2 All contract changes shall be administered per the delegated authority specified in *Section 2: Project Authority* above.

7.2.1 All changes in the scope of services or work shall be requested in writing.

7.2.2 Contract change requests made to the Office shall include written justification from the Component and be approved before the service or the work is performed; however, in exigent circumstances, the Component may request authorization from the Office to perform the service and/or work prior to approval of the additional service or change order.

7.2.3 All construction change directives shall be independently priced by the A/E or by qualified Component personnel to validate the Contractor's pricing. This independent estimate shall be attached to the proposed Change Order. Changes valued at **less than \$75,000** are not subject to this requirement.

7.3 Contract changes, for both design and construction services, shall not be used to expand or reduce the Board approved scope of the project.

7.4 All change requests shall be negotiated within thirty (30) calendar days of issuance at a mutually agreed price.

Guaranteed Maximum Price Proposal

7.5 When a project is within the program, scope, budget and funding as approved by the VC/CFO, Chancellor and the Board, the Component may request the CM-R or DB contractor to submit a Guaranteed Maximum Price ("GMP") proposal. Prior to submission of the GMP to the Office, the Component shall verify that:

7.5.1 The GMP proposal is assembled in accordance with Office standards. Prior approval of the bidding strategy by the Office is required for GMP approval.

7.5.2 The General Conditions costs and Construction Phase fees are specifically tailored to the project and tied to the costs and percentages submitted by the CM-R or DB in their proposals.

7.5.3 The GMP proposal, together with documentation supporting the proposed items of cost

in the GMP proposal, and a current project schedule for the performance of construction phase services is submitted to the Office at least fifteen (15) calendar days before the proposed commencement of construction phase services.

- 7.5.3.1 The proposal shall be accompanied by an electronic excerpt from the executed contract showing the current Construction Cost Limitation (“CCL”) including the full executed signatory page and Article 24 of the contract. If the project has received Board approval, an electronic copy of the motion adopted by the Board showing the date of adoption shall be included. Construction Cost Limitation shall mean the sum of all the amounts related to construction cost: the cost of the construction work, the profit, overhead and administrative cost for the CM-R or DB, and the CM-R’s or DB’s construction contingency
- 7.5.4 The strategy for bidding the work, including the types of packages, the scope of work included in each package and a construction schedule for the implementation of each package as developed between the Component, A/E and the CM-R or DB is subject to approval by the Office.
 - 7.5.4.1 When the strategy is acceptable, and the resulting GMP proposal(s) are reviewed and approved, the Office will issue a Notice to Proceed to commence the overall construction phase duration of the initial GMP while written approval must be obtained from the Office for each additional GMP(s).
- 7.5.5 If the project is staged, the Component may submit multiple GMPs, which will include corresponding reviews and bid packages.
- 7.5.6 Projects that include a GMP shall be subject to a financial and performance audit of the design and construction contracts. Selection of a project for audit will be made in accordance with criteria developed by the VC/CFO and approved by the System’s Chief Audit Executive (“CAE”). The expense of the audit will be borne by the Component.
 - 7.5.6.1 Audits will be conducted by third party auditors under contract to the System, under the auspices of the CAE and the review and oversight of the VC/CFO.
 - 7.5.6.2 Audit findings shall be submitted to the VC/CFO and the CAE for review, comment and distribution to the Component and contractor.
 - 7.5.6.3 Final audit reports are transmitted to external oversight entities by the CAE as required by law.
 - 7.5.6.4 The Component shall determine, in consultation with the VC/CFO, what recovery, if any, to seek from the A/E and/or the CM-R or DB.
 - 7.5.6.5 *Refer to Appendix 6 – Policy Establishing Criteria for Selection of a Construction Project to Audit.*

E-Builder

- 7.6 All capital projects except those generally or specifically delegated to the President's authority shall be managed using the System's program management software, e-Builder. All project documentation from the placement of the project on the CIP through closeout will be accomplished in, or otherwise uploaded to, e-Builder pursuant to procedures implemented by the Office and communicated to the Components.
- 7.7 For projects managed in e-Builder, all contractual documentation including, but not limited to, Notices to Proceed, Change Orders, pay application requests, contract amendments (including GMP proposals agreed to by the Office), building permits, and certificates of substantial and final completion shall be approved electronically by the person(s) authorized to do so in these Policies and Procedures, and evidence of such approval shall be legally sufficient for all purposes. The only exception to this policy is the initial contract between the Board and the A/E, Contractor, CM-R, DB, programming consultant, third-party project manager and/or other professional, which shall be manually signed in hard copy by each party to the contract.
- 7.8 The Components are encouraged to utilize e-Builder for projects delegated to the President's authority.

SECTION 8: BUILDING DEDICATION PLAQUES

- 8.1 Building plaques shall be provided as required by *The Texas State University System Rules and Regulations*, Chapter III, Section 9.3. The Component shall provide to the Office for review, via email, the content and layout of a proposed building plaque, including a photo realistic image. Upon acceptance by the Office, the Component shall submit a final submittal of the proposed plaque accompanied by approval signatures from the Architect, Contractor, and the Component President. When the proposed plaque has been deemed satisfactory, the VC/CFO will forward the proposed plaque to the Chair of the Board's Planning and Construction Committee for final approval.
- 8.1.1 All building dedication plaques shall be designed and fabricated as follows:
- 8.1.1.1 18 inches wide by 24 inches high (portrait orientation), and 3/4 inch thick cast bronze;
 - 8.1.1.2 1/8 inch raised lettering in Arial font, all capital lettering;
 - 8.1.1.3 Classic leathered background with dark oxidized finish; and
 - 8.1.1.4 1 inch wide smooth, but not polished, bevel edge
 - 8.1.1.5 Building plaques on existing buildings, or additions to existing buildings, are excepted from these requirements when matching the existing plaque is determined, by the VC/CFO, to be a better aesthetic choice.
- 8.1.2 All building dedication plaques shall include the content as indicated in Appendix 7 – Building Dedication Plaque. Content within the plaque shall be stated as when the project was approved by the Board at the DD submittal stage of the project, with the possible exception of the building name.

SECTION 9: CLOSE-OUT

- 9.1 Both the Component and the Office shall approve the final inspections and close-out of design and construction contracts. The Component shall:
 - 9.1.1 Notify the Office when Substantial Completion and Final Completion inspections are scheduled, and when all design services required are complete.
 - 9.1.2 Transmit final audit reports/inspections as required by law or required by authorities having jurisdiction.
 - 9.1.3 Resolve all outstanding contract changes, with no outstanding service or work items remaining.
 - 9.1.4 Provide the Office with executed Substantial Completion and Final Completion checklists, final payment checklist and the close-out matrix for operation and maintenance documents. *Refer to Appendix 8 – Substantial and Final Completion Checklists.*
 - 9.1.5 Once final application for payment is approved by Office, submit a Final Project Report to the Board, through the Office, per *Section 6: Project Reporting and Oversight Reviews* above, and refer to *Appendix 9 – Final Report Form.*
 - 9.1.6 Conduct a one (1) year warranty inspection at the eleventh (11th) month following Substantial Completion and submit to the Office a warranty walk-through letter noting all deficiencies discovered and in-need of correction, and the subsequent follow up warranty letter when all corrections have been made.

SECTION 10: PUBLIC PRIVATE PARTNERSHIP PROJECT PROCESS

- 10.1 Overview and Purpose. A public-private partnership (“P3”) is an alternative procurement model that integrates private financing, operations, maintenance, and/or facilities design and construction. P3s are designed to enable public agencies to access private sector capital, assign operations and maintenance responsibilities and risk, extend facility life cycles, save money, act quickly, and/or to maximize use of agency real estate assets. P3s may be achieved using a variety of contractual arrangements, including but not limited to, ground leases, development agreements, and project agreements.
- 10.2 Interpretation and Applicability of this Section.
- 10.2.1 The laws of the State of Texas regarding P3 solicitations supersede this policy. To the extent that a provision in Section 10 is in conflict with another provision in this Manual, this Section shall apply for a P3 in lieu of the other provision. In all other cases, the general provisions elsewhere in this Manual apply to P3 projects.
- 10.2.2 The process and procedures described in this Section 10 are provided as a general outline of the standard process for procurement of P3 projects, but P3 projects are highly variable by their very nature and each will require extensive planning and communication between the Component and the VC/CFO in order to determine the best approach for each P3 procurement. The VC/CFO has the discretion to tailor the process as may be necessary or desirable to achieve the goals of the System. This may involve streamlining the process for less complex P3 projects or adding additional process requirements for more complex P3 projects.
- 10.2.3 This Section 10 does not apply to transactions involving the privatization of Component real estate or facilities such as space leases and ground leases on "market rate" basis (i.e., where the System's primary interest is receipt of rental payments). This Section 10 shall apply, however, to leases to private entities for the construction, operation and/or maintenance of facilities for the primary use and benefit of the Component.
- 10.2.4 Notwithstanding any provision herein to the contrary and in the absence of a specific Board motion doing so, the Board’s authority to approve P3 projects outlined in this Section is not delegated to the President or to the Chancellor, regardless of the anticipated total project cost or revenue of the P3 project.
- 10.3 Identifying P3 Projects. The determination that a project is initially feasible for delivery as a P3 project shall be made by the System at the recommendation of the Component. A preliminary determination shall be made at the time of inclusion of the project in the CIP and shall be revisited at the time of initiation of the procurement solicitation for the project, as provided for in paragraph 10.4. Components and System should carefully consider and identify their objectives when evaluating whether to utilize a P3 delivery model, as opposed to traditional construction delivery methods. Common objectives for pursuing a P3 include, but are not limited to, the following.
- 10.3.1 Access to private sector financing and funding
- 10.3.2 Streamlined and/or accelerated project delivery

10.3.3 Effective allocation of risk to the private sector

10.3.4 Integration of private uses, such as retail or privatized student housing

10.3.5 Reduction of operation and life cycle maintenance costs

Components are responsible for proposing objectives for utilization of a P3 as an alternative procurement method. Circumvention of traditional procurement methods shall not be considered an appropriate reason for pursuing a P3, and P3s should not be utilized where the Component's objectives may be achieved just as well through traditional financing or funding sources, together with utilization of design-build, CM-R or other common construction delivery methods.

10.4 Initial Evaluation. Prior to submitting an outline business case (described in paragraph 10.5), Components shall submit preliminary proposals for a P3 project to the VC/CFO. The purpose of the initial evaluation is to determine whether P3 delivery method is appropriate for the proposed project, as to other traditional construction delivery methods.

10.4.1 Content of Preliminary Proposals. While there is no prescribed format for preliminary proposals, they should include the following at a minimum:

10.4.1.1 A general description of the proposed project and the extent to which the proposed project integrates with or is otherwise contemplated the Component's current Campus Master Plan and/or CIP;

10.4.1.2 A general discussion of the objectives and benefits for pursuing the project as a P3, as opposed to utilizing traditional project delivery methods, as described in paragraph 10.2 above;

10.4.1.3 A general discussion of the Project's anticipated fiscal impacts (positive and negative) and short-term and long-term risks to the Component and System; and,

10.4.1.4 The extent to which (if any) the Component has obtained private sector input regarding the feasibility of the proposed project through professional advisors, outside legal counsel, or other input from the development community through Requests for Information ("RFIs") or other means.

10.4.2 Determination to Proceed. The VC/CFO is responsible for evaluating preliminary proposals. The VC/CFO may issue a preliminary determination to proceed ("PDTP") upon finding that the proposed P3 project is an appropriate means of achieving the Component's stated objectives, and the project appears to be feasible based upon currently available information, whereupon the Component shall be authorized to proceed with the preparation of an outline business case pursuant to paragraph 10.5 and the preparation of a solicitation. The PDTP may include conditions or recommendations from the System, including but not limited to the following:

10.4.2.1 The format of the solicitation;

- 10.4.2.2 The optimal transactional structure for the proposed P3 project, including required covenants, terms and conditions;
 - 10.4.2.3 Whether any independent feasibility or market studies should be obtained as part of the outline business case;
 - 10.4.2.4 Limitations on the amounts or source of private sector financing/funding for the proposed P3 project; or
 - 10.4.2.5 Whether additional advisory or legal services are necessary or advisable as part of preparing the outline business case or the solicitation.
- 10.5 Outline Business Case. Either simultaneous with submission of the PDTP or after the PDTP has been provided by the VC/CFO, but prior to the issuance of solicitation documents, the Component shall be required to prepare an outline business case ("OBC"). The purpose of the OBC evaluation process is to determine whether the proposed P3 project should proceed to solicitation. The Component is encouraged to engage the services of outside real estate, P3/transactional, or legal advisors and consultants to assist in this process. The OBC will be an internal document and will not be released as a part of the procurement process.
- 10.5.1 Content of OBCs. The OBC should provide evidence of the following, at a minimum, with input from the VC/CFO:
 - 10.5.1.1 The project fits within the objectives and policies of the System and the mission of the Component;
 - 10.5.1.2 The project has the potential to provide best value for the System and the Component;
 - 10.5.1.3 The project is realistic and achievable based on a delineation of probable terms, costs and benefits;
 - 10.5.1.4 The general scope of the project has been identified, including preliminary design requirements;
 - 10.5.1.5 If a site has been identified for the project, appropriate due diligence has been performed for the site and will be made available as a part of the solicitation;
 - 10.5.1.6 Preliminary analysis should be performed to compare the probable cost to the System and the Component of the project as delivered through a P3 process as compared to conventional financing and delivery methods;
 - 10.5.1.7 Evidence to support that the project is attractive to the market, can be procured, and is commercially viable;
 - 10.5.1.8 Data demonstrating that the project is anticipated to be affordable, identifying the relevant funding sources and describing the fiscal impacts and risks (short-term and long-term) to the Component;

- 10.5.1.9 The Component has prepared a realistic preliminary timeline for the project;
 - 10.5.1.10 The Component has identified a preliminary weighted evaluation methodology for the solicitation;
 - 10.5.1.11 State and System contracting requirements that the Component recommends will apply to respondents, including (as applicable), but not limited to, HUB requirements, competitive bidding requirements, prevailing wage requirements, Buy America, and state auditing requirements; and
 - 10.5.1.12 A summary of applicable state and local laws, rules, and regulations, applicable to the solicitation and the project and a determination that neither the solicitation nor the project will be in violation of such applicable laws.
- 10.5.2 Evaluation of OBCs. The VC/CFO shall be primarily responsible for the evaluation of OBCs, with the support of other members of System administration as appropriate. The VC/CFO may issue a determination to proceed ("DTP") with a solicitation upon finding that the proposed P3 project is likely to be commercially viable and fits within the objectives and policies of the System and the mission of the Component. The DTP may include any number of conditions, limitations or recommendations from the System.
- 10.6 Solicitation of P3 Projects. Generally, a P3 project will undergo a two-step procurement process; however, the VC/CFO may determine that the two steps may be merged if in the best interest of the System. Solicitation documents must be publicly advertised.
- 10.6.1 Requests for Qualifications. A Request for Qualifications ("RFQ") is the first step to evaluate the qualifications of the respondents and determine a short list to advance to the next step. The RFQ shall be prepared by the System with assistance from the Component and issued by the System. An Evaluation Committee will be appointed by the Component President and shall include the VC/CFO or their designee. Additional System staff, component staff and consultants/advisors may participate in the evaluation process at any stage as non-voting members subject to the applicable procurement laws, rules and regulations.
- 10.6.1.1 If there are no qualified respondents, the VC/CFO, in consultation with the Component, may decide to cancel the procurement or re-procure the project at a later date.
 - 10.6.1.2 The VC/CFO shall, with assistance from the Component, prepare a draft Request for Proposal ("RFP"). The System may choose to issue the document in draft form to the short-listed respondents or hold proprietary one-on-one meetings to solicit feedback on the proposed RFP and the draft agreement or elect to not solicit feedback from the short-listed respondents. The System will then issue the RFP in final form to the short-listed respondents.

10.6.2 Requests for Proposals.

10.6.2.1 The VC/CFO shall, with assistance from the Component, prepare a draft RFP. The System may choose to issue the document in draft form to the short-listed respondents or hold proprietary one-on-one meetings to solicit feedback on the proposed RFP and the draft agreement or elect to not solicit feedback from the short-listed respondents. System Administration will then issue the RFP in final form to the short-listed respondents

10.6.2.2 The Evaluation Committee will evaluate responses to the RFP based on suitable criteria that have been established and documented prior to the opening of the proposals.

10.6.2.3 The System shall reserve the right to conduct negotiations sequentially or simultaneously with respondents. The System may request a Best and Final Offers ("BAFO") with some or all the short-listed proposers at any time.

10.7 Selection of Preferred Respondents; Negotiation.

10.7.1 Prior to recommending the selection of a preferred respondent, the Component will update the OBC with the information included in the bids received to develop a Full Business Case ("FBC"), taking into account all information that has been developed during the procurement process. The FBC will be reviewed by the Evaluation Committee to determine that the award of the P3 provides the best value to the System.

10.7.2 The FBC shall be presented to the Chancellor for approval. Upon such approval, the VC/CFO makes a conditional award to the highest ranked respondent ("Preferred Respondent") and begins exclusive negotiations with the Preferred Respondent or authorizes the Component to conduct such negotiations on a final contract. The System will inform the other proposers in writing regarding the conditional award and will make other notifications as necessary.

10.7.3 If at any point in the contract negotiation process, the VC/CFO determines that the Preferred Respondent will not provide the System with the best value, the VC/CFO may suspend or terminate the procurement or choose to terminate negotiations with the Preferred Respondent and begin the process of negotiating with the next highest-ranking respondent. This process may continue until a contract is finalized or the procurement is terminated.

10.7.4 In many cases, the Preferred Respondent may be required to incur significant design and predevelopment costs in the course of negotiations prior to the award of a final contract for a P3 project. Subject to the approval of the VC/CFO, the System may elect to enter into a predevelopment services agreement with the Preferred Respondent for the compensation of a portion of predevelopment and design costs, or to authorize the Component to enter into such an agreement. A predevelopment agreement shall explicitly address the terms by which all designs, plans, permits, approval and other work product of the Preferred Respondent may be procured by the System or the Component in the event that the predevelopment is terminated prior to a final award.

10.8 Final Award. The Definitive Agreements for a P3 project shall be subject to Board of Regents approval. Typically, the Definitive Agreements will be between the Preferred Respondent and the Component directly. However, the VC/CFO shall make the final determination if such agreements will be with the System or the Component, or some combination thereof.

10.8.1 The Definitive Agreements shall state who will serve as Owner's Designated Representative and as Owner's Designated Site Representative.

10.8.2 If Definitive Agreements are approved by the Board, the project may proceed upon the signing of all required contracts and enabling documents.

10.9 Unsolicited Proposals. The System may consider unsolicited proposals only to the extent permitted under State law. Any unsolicited proposals received by the Component that they wish to be considered shall be submitted to the VC/CFO for review and consideration in consultation with the Component Chief Financial Officer and other members of the System and Component, in accordance with the terms of this Section 10 and in accordance with applicable State law.

END OF MANUAL

APPENDICES

POLICIES AND PROCEDURES MANUAL FOR PLANNING AND CONSTRUCTION

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- Appendix 3** **Statement of Project Initiation** *(Policies and Procedures Manual paragraph 4.1)*
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- Appendix 5** **Project Delivery Method Guidelines** *(Policies and Procedures Manual paragraph 5.1)*
- Appendix 6** **Policy Establishing Criteria for Selection of a Construction Project for Audit** *(Policies and Procedures Manual paragraph 7.5.6)*
- Appendix 7** **Building Dedication Plaque** *(Policies and Procedures paragraph 8.1.2)*
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Appendix 1 Component Responsibilities in Projects with Outsourced Third-Party Project Management

Initial Phase:

1. Read and understand The Texas State University System Rules and Regulations and Planning and Construction Policies and Procedures.
2. Maintain and understand contracts and any subsequent amendments to A/E agreements and third-party project management (“PM”) agreements.
3. Confer with the Office regarding the selection of the PM and the respective PM team members who will support a specific project.
4. Assist and provide the PM with any owner provided information that is required by the project. This includes providing preliminary budget information, as-built information, campus standards, and campus keying protocols, geo- tech reports, surveys or other information retained by the campus that is beneficial to the project.
 - a. Introduction of the PM to municipalities, water districts and any other governmental or quasi-governmental agencies that is affected by a specific project
5. Introduction of the PM to the user groups for the specified project.
6. Provide administration protocols for the campus including emergency contact numbers as well as contacts for shutdowns or hot work permits on campus. Provide introduction to intra-campus support function personnel.
7. Provide assistance in the establishment of office space for the PM.
8. Utilize e-Builder for all communication and documentation for the project.
9. Assist in other activities that would be beneficial to the PM.
10. Bring to the attention of the Office any PM non-conforming activities pertaining to the PM agreement.

Design Phase:

1. Review Programming, Schematic Design, Design Development and Construction Documents and provide comments in a timely manner to prevent delay to the progress of completion. Review shall include, but not be limited to:
 - a. compliance with campus standards
 - b. equipment compatibility to existing systems and controls used in the operation of the campus
 - c. review space/equipment for serviceability and code compliance
2. Attend design meetings as requested by the PM.
3. Process pay applications approved by the PM for all vendors.
4. Assist in other activities that would be beneficial and requested by the PM.
5. Bring to the attention of the Office any PM non-conforming activities pertaining to the PM agreement.

Construction Phase:

1. Identify campus personnel who will be inspecting work in accordance to the Owner’s Division 1 Specifications and the Uniform General Conditions.
2. Establish protocols for the inspection of cover up work with the PM and the Contractor. Inspect as required by these protocols in a timely manner to prevent delay in the progress of the construction implementation process.

3. Review and comment on submittals sent by the PM.
4. Attend pre-construction and construction meetings as requested by the PM.
5. Participate in the Substantial Completion and Final Completion walk-throughs.
6. Process pay applications approved by the PM for all vendors.
7. Assist in other activities that would be beneficial and requested by the PM.
8. Bring to the attention of the Office any PM non-conforming activities pertaining to the PM agreement.

Close-Out /Warranty Phase:

1. Attend all training activities with appropriate campus personnel.
2. Review close-out, operations and maintenance, and warranty materials for compliance with campus standards.
3. Notify Contractor of any warranty issues. Log all notifications and resolution/remedies for all warranty issues.
4. Attend eleven-month warranty walk-through.
5. Process pay applications approved by the PM for all vendors.
6. Assist in other activities that would be beneficial and requested by the PM.
7. Bring to the attention of the Office any PM non-conforming activities pertaining to the PM contract.

Appendix 2 Board of Regents Design Development Submittal Package Requirements

The following describes the submittal package requirements for Components requesting Design Development (“DD”) phase approval from the Board. This is only the information required to present the project to the Board for approval and does not address contractual requirements to complete DD phase services in order to proceed to the Construction Documents phase.

The DD Submittal Package, or “Binder”, shall be prepared simply and economically, providing a straight-forward and concise description of the proposed project(s). Emphasis shall be on quality, completeness, clarity of contents, and addressing the following requirements. The binder should be written with the layperson in mind and should avoid overly technical and esoteric narratives and industry standard abbreviations. The entire document should also read as written through a single source and not separate professional consultants engaged in a project.

All DD Submittal packages shall be in the form of identical three (3) ring Binder(s) in the quantity as directed by the Office. An electronic copy of the Binder is also required. Separate each of the following nine (9) items by use of a tabbed divider sheet for ready reference.

1. Architectural Renderings: A complete set of Architectural Exterior Elevations reflecting a complete architectural design concept if exterior is altered by the project. Submitted renderings shall be free of dimensioning and grid lines. Elevations should be clearly labeled with shading/coloring or notes where necessary to communicate any specific features.
2. Complete Set of Architectural Floor Plans (90% complete*): Submitted drawings should be free of excessive dimensioning and grid lines. Spaces should be clearly labeled with shading/coloring where possible to communicate any spatial adjacency relationships. Depict furnishings, fixtures and equipment where beneficial to illustrate the planned spatial functions.
3. Enlarged Architectural Floor Plans: Showing major core areas such as entryways, elevator lobbies, typical functional rooms (like classrooms), utility room layout, etc. (90% complete*). Depict furnishings, fixtures and equipment where beneficial to illustrate the planned spatial functions.
4. Complete Listing of All Major Building Systems: Selection of every system is required (i.e. drilled caisson foundations, reinforced concrete frame, two-way slab construction, brick façade with precast elements, built up flat roof, chilled water/hot water HVAC fed from central plant, etc.). The description of all building systems shall be kept at an executive level and shall avoid overly technical and esoteric narratives or industry standard abbreviations. If abbreviations are used, they shall first be spelled out in their entirety.
5. Detailed Cost Estimate: Prepared by an independent estimator and/or construction manager, in CSI 50 Division format taken off the submitted Design Development documents with few Lump Sum/per gross square foot estimates.
6. Total Project Cost (“TPC”): A summary TPC breakdown by construction cost, design cost, moveable furnishings cost, other work costs, miscellaneous costs, project contingencies and fees.
7. Cost Comparison: A summary showing the cost of this project compared to similar size and type projects recently built in the region under similar conditions, or a statement that no such

comparable projects have been identified. Information regarding projected operating and maintenance costs of the facility or (in the case of renovation) the projected impact of the project on operating and maintenance costs.

8. Environmental Impact: Information regarding the projected environmental impact of the project.
9. Certification of Compliance: By the A/E of Record, Component and Office that the submittal has been reviewed and found to be a complete and satisfactory DD package. (This will be based partially on certification by A/E of Record, for every discipline, that the design is largely complete, calculations are complete, major equipment has been sized, etc., such that there is nothing left to do but provide and refine details and prepare Construction Documents). A statement of certification may be included with the Board Motion rather than a Certification of Compliance with the submittal package, if approved by Office prior to final DD Binder submittal.

* “90% Complete” means the actual floor plans are fully resolved and will not change. There can be minor dimensioning and missing and incomplete referencing to supporting detail drawings needed to complete the architectural design.

Appendix 3 Statement of Project Initiation

This document is to be completed and submitted to the Office as the first step in initiating the design and construction of a capital project.

Statement of Project Initiation

This document is to be completed and submitted to the Deputy Vice Chancellor of Capital Projects Administration as the first step in initiating the design and construction of a capital project.

Component: _____

Project: _____

Project on CIP: Yes _____
No _____

1. Please describe in general terms why the Component has decided to initiate the project at this time.
2. Please describe any material changes to the description of the project on the current CIP.
3. Please describe the proposed sources of funding for this project, and the estimated amount of funding from each proposed source. Unless otherwise stated below, Component's officer's signature constitutes confirmation that these funds (with the exception of proposed TSUS debt funding) are available to pay project costs as they become payable.
4. What is the desired date for beginning design of this project?

Signature of authorized officer

Name

Title

1/1/2019

Appendix 4 Policy Regarding Participation by Design Consultants and Subconsultants in Project Programming

This policy addresses the impact of *Texas Government Code* Section 2155.004 on the participation of design consultants and subconsultants in the programming process for System facilities projects.

1. Any design professional or other person who participates in the preparation of a RFQ or RFP for the System or any of its Components with respect to a System capital project and was compensated for doing so, directly or indirectly, is disqualified from being awarded a contract as a result of the procurement, and from being a subconsultant or subcontractor to a firm that is awarded such a contract.
2. A design professional or other person who participates in the programming effort, with or without compensation, with respect to a System capital project is not disqualified from being awarded a contract as a result of the procurement, or from being a subconsultant or subcontractor to a firm that is awarded such a contract, solely because of such participation, provided all of the following are true:
 - a. The programming effort does not produce a design document of any kind;
 - b. The programming effort does not produce technical specifications for any equipment to be included in the project; and
 - c. The programming effort does not involve the drafting or review of procurement documents.
3. Firms that program System projects shall disclose to System the identities of all firms that are compensated for participating in a programming effort.

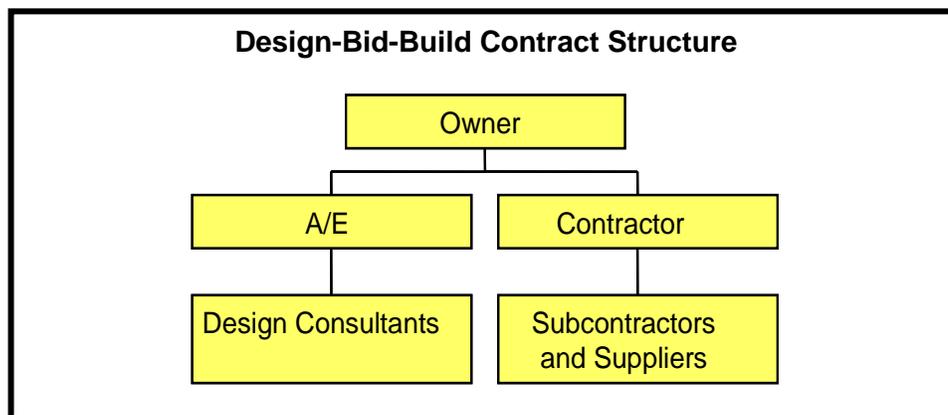
Appendix 5 Project Delivery Method Guidelines

For major capital projects, the Board and System favor project delivery methods that allow Contractors and Construction Managers to participate in the project planning and design as early as possible (i.e. CM-R and DB). When managed properly, these delivery methods can result in the lowest project cost and the shortest completion schedule, while ensuring construction quality not as readily available in other delivery methods.

The delivery method for specific project types should be based on an analysis of perceived needs and risks. The final decision on the delivery method for a specific project will require input from the Component and the System. However, the final decision should be made prior to starting design or, at the latest, during early stages of design.

The following descriptions of alternative delivery methods are provided for consideration by the Component:

Competitive Bidding or Design-Bid-Build (“DBB”)



Description: An A/E prepares complete drawings and specifications, from which Contractors can bid a lump sum price. The owner advertises a RFP and receives fixed bids. Low bid is awarded the contract, unless it does not comply with requirements of the invitation for bid. Alternates, both additive and deductive, can be used to modify the scope, if included as part of the original bid documents.

Pros:

- A/E selected independently based on qualifications
- Established traditional approach to project delivery
- Suitable for competitive bidding
- A/E directly works for owner
- Contractor selections are based only on price

Cons:

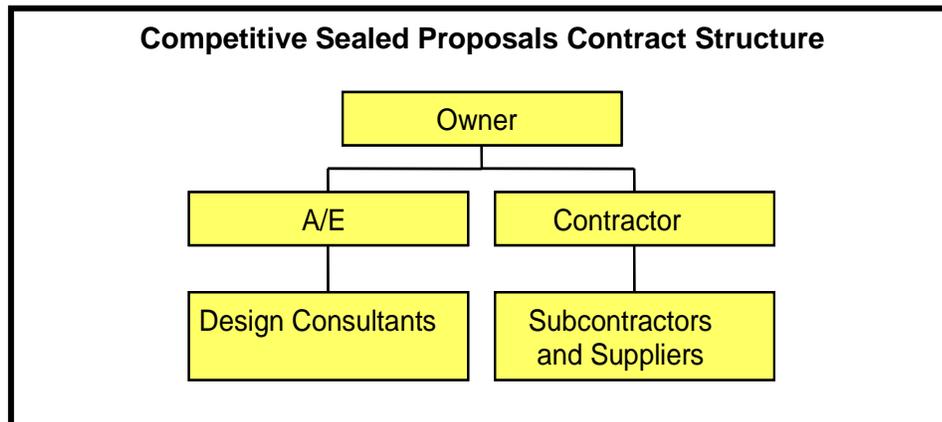
- Two contracts for owner to manage
- Disagreements go through owner
- Owner pays for gaps in bid documents and disagreements between A/E and Contractor
- All parties have different agendas/objectives
- Low bid may not result in best value
- Over budget bids are difficult to reduce and can create significant delay
- No Contractor involvement in design to help provide cost effective solutions

- “Closed book” accounting, no savings pool available to owner as in CM-R or DB.
- Most expensive delivery approach – long term
- Slowest project delivery
- Most litigious delivery process

Applications: If the Component desires a simple, price-only, selection process and has ample time to allow the design to be fully completed prior to competitive bidding, then Design-Bid-Build is an acceptable delivery method.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.778(a) and 51.779

Competitive Sealed Proposals ("CSP")



Description: An A/E prepares complete drawings and specifications from which Contractors can propose a lump sum price. A RFP is publicly solicited, requesting bids for the construction work and other criteria such as qualifications, capabilities, capacity, reliability, and schedule. Proposals are evaluated on a best value approach which considers price as well as the other selection criteria. The contract can be awarded to other than the low bidder if the other criteria make it a better value to the owner. Negotiation with the best value proposer is possible to reduce scope, price, and time to bring the project within budget or to meet a required delivery date.

Pros:

- A/E selected independently based on qualifications
- Contractor selection allows consideration of qualifications and capabilities
- Best value is selected rather than low bid
- Negotiation with best value proposer possible
- Allows contracting with highly qualified firm

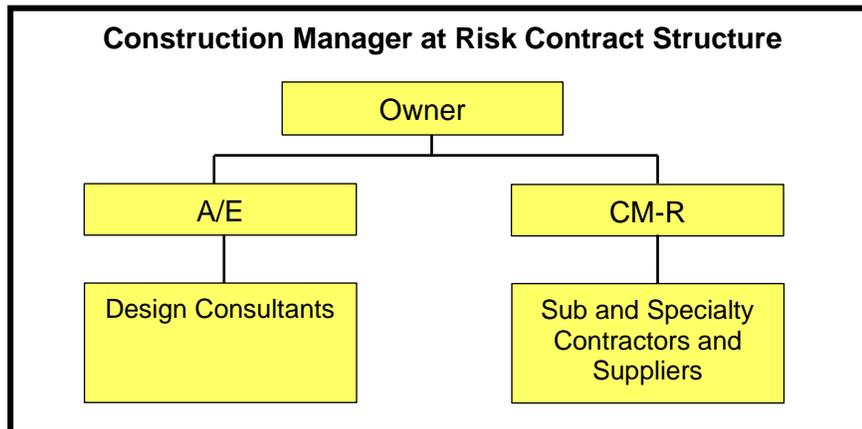
Cons:

- Objective procurement process required, or selections will be difficult to defend
- No Contractor input during design
- CSP slower than CM-R and DB, construction document must be fully complete before project can be bid
- Subcontractor selection not an open process as in CM-R and DB
- Relationship less adversarial than DBB but more adversarial than CM-R or DB

Applications: Good for single projects where pre-construction services are not needed from the Contractor, the owner wants a lump sum price for construction, and the schedule will accommodate full completion of construction documents prior to engaging a Contractor.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.778 and 51.779

Construction Manager at Risk ("CM-R")



Description: The A/E has a direct contract with the owner as in the traditional process. CM-R replaces the role of a General Contractor but with the advantage of being brought on board at the same time as the A/E. The owner solicits for CM-R's through a two-step process. First is the RFQ which assesses the qualifications, capabilities, capacity and reliability of the construction firms who submit.

The owner shortlists no more than five (5) firms to submit proposals and may interview all firms on this short list. The second step involves CM-R's responding to an RFP with their staffing and management plan for the project as well as a cost proposal that includes their fees and general conditions costs. The selected CM-R works on a fee basis throughout the design phase working with the A/E to provide cost effective solutions to keep the project within budget. At some point during the detailed design phase, the CM-R will establish a GMP which defines a maximum project cost which will not be exceeded unless the project scope is increased. Once the GMP is established, construction can begin. (If GMP is unacceptable, the owner can terminate the CM-R and bid out the construction.) The GMP mitigates the owner's risk, the contract is cost reimbursable, and all costs are open and transparent. Subcontractors are publicly solicited through the CM-R. The CM-R is at financial risk and fully responsible for performance of all the construction work under the contract.

Pros:

- A/E selected independently based on qualifications
- More professional relationship with Contractor
- Works well with a knowledgeable owner
- Earlier knowledge of costs through GMP
- Earlier involvement of Contractor possible which allows options for owner to select
- Allows owner to identify cost problems early in project
- More cost effective than low bid
- Open book contract – all savings below GMP returned to owner
- Bidding subcontract work open to owner – CM-R selects best value subs
- Delivers higher quality than low bid / same as DB
- Two contract system is less change for owner
- Project delivery faster than DBB
- Fewer claims and litigation than DBB

Cons:

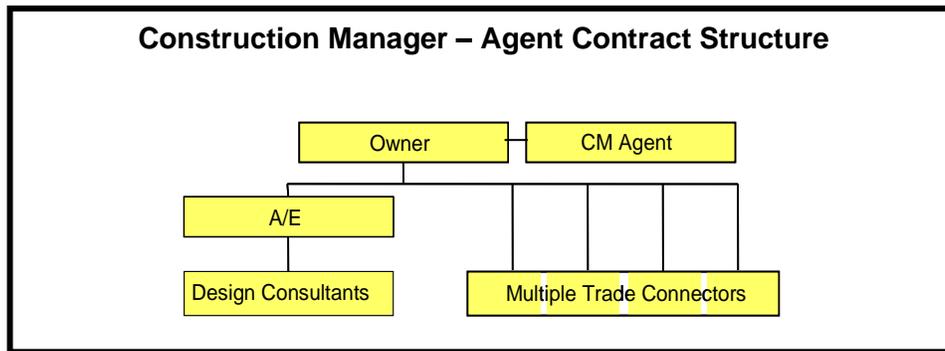
- Two contracts for owner to manage

- Disagreements go through owner
- Owner covers gaps in design, although less likely to occur than DBB
- Parties may have different agendas/objectives
- CM-R input may not be accepted by designer
- Resistance among those not familiar with approach
- Not for those who rely on contract clauses to accomplish projects; requires a partnering attitude

Applications: Good approach when (1) A/E has been predetermined, (2) early Contractor input is valuable, (3) the quality of Contractor is important, and/or (4) projects are complicated and multi-faceted. It has proven effective in achieving HUB goals and ensuring the use of high-quality subcontractors.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.782

Construction Manager – Agent (“CM-A”)



Description: The A/E has a direct contract with the owner as in the traditional process. CM-A is generally an experienced constructor who represents the owner in a fiduciary capacity throughout project generally contracted at the same time as the A/E. The owner solicits for CM-A's through a qualifications-based selection process similar to an A/E. The CM-A works with the A/E during the design phase to recommend cost effective solutions and then, like a General Contractor, providing coordination and oversight in the field during construction. The CM-A does not hold any subcontracts. All trade contracts (subcontracts under other project delivery methods) are publicly solicited and contracted directly with the owner. The CM-A is not at financial risk or responsible for performance of the construction work. The owner holds multiple contracts for construction and is responsible for overall construction performance.

Pros:

- A/E selected independently based on qualifications
- More professional relationship with Contractor
- Earlier involvement of a construction professional
- Allows construction to start prior to completion of design

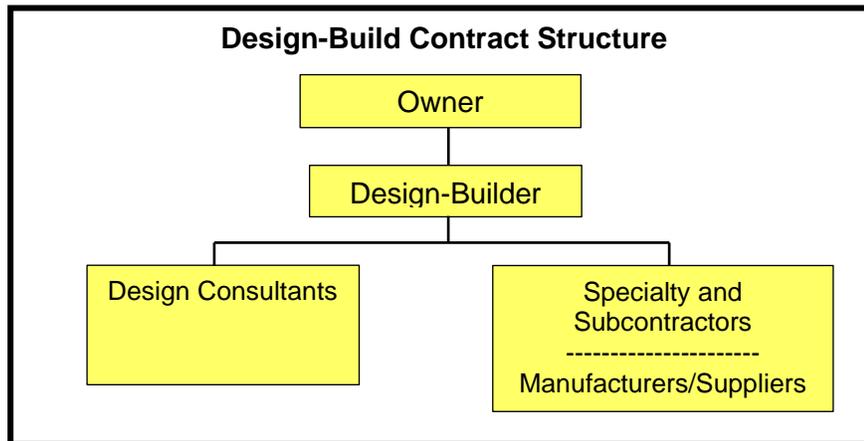
Cons:

- No protection for the owner through a GMP
- Multiple trade contracts are a burden for the owner.
- Two prime contracts for owner to manage
- Disagreements go through owner
- Owner covers gaps in design but there are less than DBB
- Parties may have different agendas/objectives
- CM-A input may not be accepted by designer

Applications: CM-A was used to get a Contractor involved during the design phase of a project and to fast-track projects in Texas prior to the change of project delivery law in 1997. It has generally been replaced by CM-R and DB. CM-A is valuable on very large and complicated projects wherein an owner requires a fiduciary General Contractor or program manager to advise and manage multiple A/Es, CM-Rs, and/or other Contractors and vendors.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.781

Design Build (“DB”)



Description: Design-Build means design and construction services are provided under a single contract. A DB is typically a team of an A/E and Contractor with either or both firms (as a joint venture) holding the contract with the Component. It offers single source accountability and has the advantage of the designer and builder working together through all phases of the project.

The Component solicits for DB's through a two-step process. First is the RFQ which assesses the qualifications, capabilities, capacity and reliability of the responding DB teams. The Component typically shortlists no more than 5 respondent teams to proceed to the second step. The second step involves the opening of DB proposals indicating their staffing and management plan for the project, as well as, a cost proposal that includes all fees (both pre-construction and construction) and general conditions. After the DB is awarded, A/E fees are negotiated as they are for prime A/E solicitations. The selected DB works on a fee basis throughout the design phase using their in-house construction expertise to provide cost effective solutions to keep the project within budget. At the end of DD, the DB will establish a GMP which will not be exceeded unless the project scope is increased.

Once the GMP is established, construction can begin. (If the GMP is unacceptable, the Component can terminate the DB, have an A/E complete the design and bid out the construction. However, it may be necessary to competitively procure the replacement A/E and they may then need to re-trace the design process to comply with the requirements of the *Texas Occupations Code*.) The GMP mitigates the owner's risk, the contract is cost reimbursable and all costs are transparent and open. Subcontractors are publicly solicited through the DB. The DB is at financial risk and fully responsible for performance of all the design and construction work under this contract.

Pros:

- Single point of responsibility and accountability to the owner – clear definition of risks
- One RFQ/P required versus two for other methods
- More professional relationship with Contractor
- A/E and constructor on the same team providing unified recommendations to owner
- Works well with a knowledgeable owner
- Earliest knowledge of project costs through a GMP
- Allows innovations / options for owner to select
- Allows early identification of cost problems in project
- Open book contract – all savings below GMP returned to owner
- Bidding subcontract work open to owner – DB selects best value subs

- Least claims and litigation
- More cost-effective delivery system than DBB
- Quality is often higher with DB (and CMR)

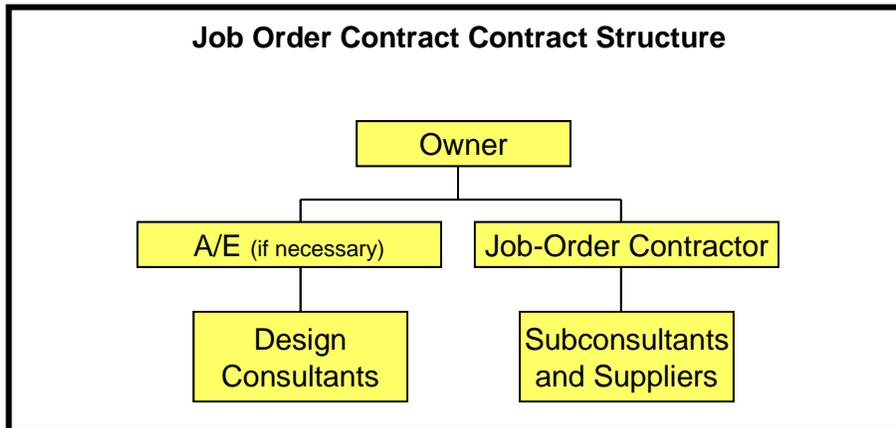
Cons:

- Owner must have a design criteria package for the project, prepared by a separate A/E, in advance of soliciting for a DB
- DB project delivery must be decided early in project
- Owners required to make earlier and timely decisions
- Resistance among those not familiar with approach
- Not for those who rely first on contract clauses to get the job done - requires a partnering attitude

Applications: Best where speed is the driving factor and the owner wants single source accountability for both design and construction. Not advisable for complicated projects with multiple unknown or unforeseeable elements.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.780

Job-Order Contract ("JOC")



Description: A JOC is typically a standing agreement with a General Contractor to provide minor construction, repair, rehabilitation, or alteration services on an as-needed basis. An A/E is typically engaged to develop a design for the contemplated project. If the project is small enough, no design work may be necessary. A Contractor is selected by issuing an RFP to qualified firms, which submit their experience and capabilities along with a multiplier coefficient. This coefficient is used to adjust the price of the work which is determined through the use of unit costs defined in estimating guides such as RS Means.

The Contractor with the best value of coefficient and other qualifications is selected. The JOC agreement usually has an annual monetary limit which cannot be exceeded. The agreement typically has options for multiple year extensions if the Contractor's work is satisfactory. Each task order the JOC Contractor performs is defined by assembling all of the elements of work and pricing them through the estimating guide. The price the Contractor receives for the work is determined by multiplying the coefficient times the total price from the estimating guide.

Pros:

- Flexible system for small tasks under one contract
- Easy to price work based on estimating guide
- Eliminates expensive procurement process for small jobs
- Contracting system that allows quick response
- Reduces owners' cost for solicitation and procurement

Cons:

- Pricing may be higher than if bid out separately
- May be difficult to define all elements of work in the estimating guide
- Limits distribution work to multiple small general contractors

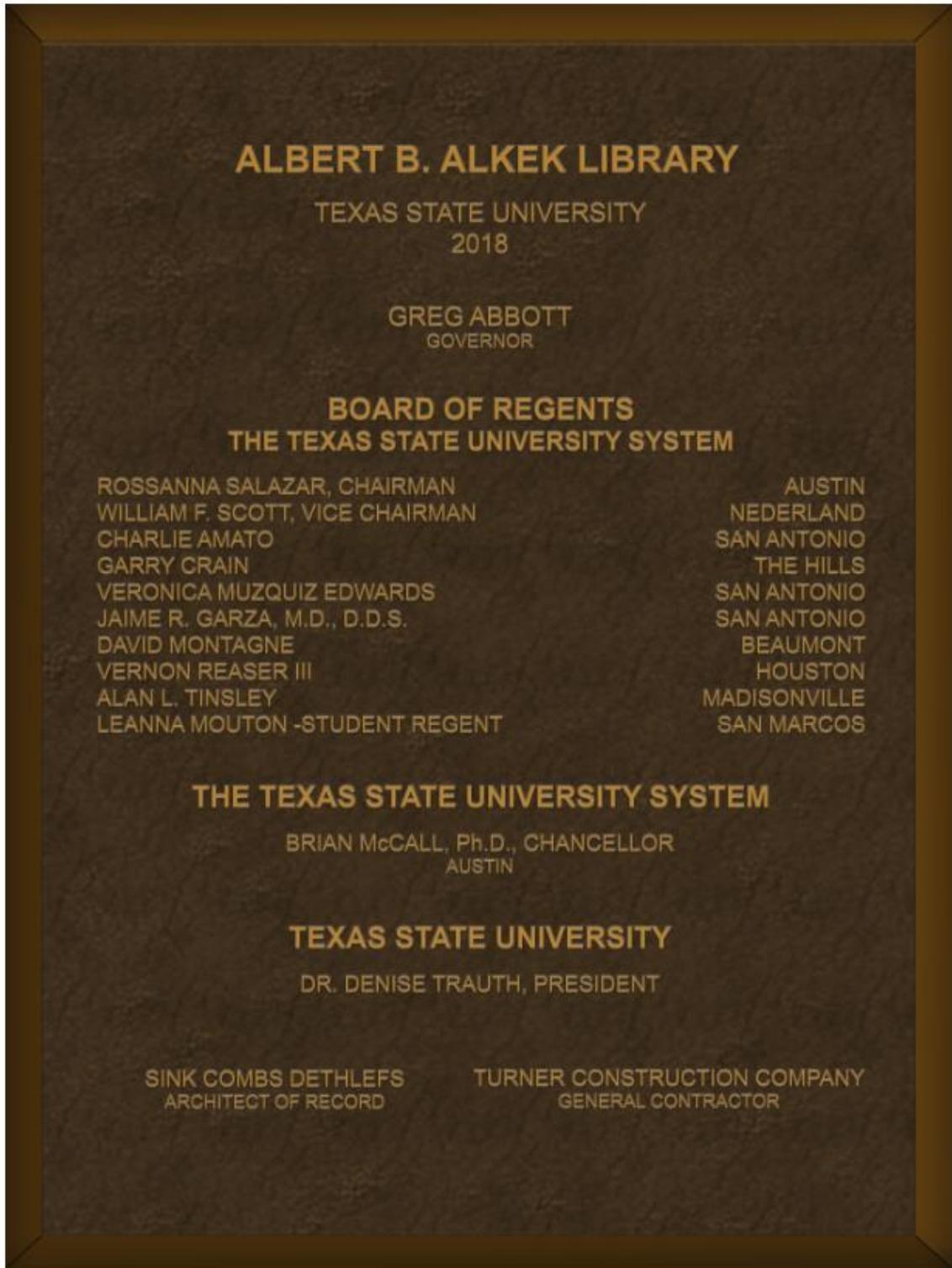
Applications: Per statute, this option is only appropriate for *"the minor construction, repair, rehabilitation, or alteration of a facility if the work is of a recurring nature but the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of predescribed and prepriced tasks"*.

Statutory Reference: *Texas Education Code*, Chapter 51, Sections 51.784

Appendix 6 Policy Establishing Criteria for Selection of a Construction Project for Audit

The criteria for selection of construction projects for contract and performance audit are as follows:

1. **Delivery Method:** Ordinarily, projects utilizing the CM-R and DB methods of project delivery will be preferred for audit.
2. **Project Magnitude:** Projects with larger budgets will be preferred subjects for audit.
3. **Project Complexity:** Complex projects will be preferred subjects for audit.
4. **Frequency of Audit:** Projects will be selected for audit in a manner that reflects the comparative number of auditable projects completed at a particular Component, in order that the frequency of audits at any one Component is not disproportionate to the number of projects completed by that Component.
5. **Other Factors:** Other factors may be considered if, in the judgment of the System administration, they make it advisable for a particular project to be audited.



Appendix 8 Substantial and Final Completion Checklists

PRIOR TO SUBSTANTIAL COMPLETION INSPECTION

1. Contractor's substantial completion punch list received
2. Two (2) copies of Contractor's marked-up as-builts drawings received
3. Preliminary copy of each instructional manual, maintenance and operation manual, and all "in the field " training received
4. Preliminary copy of all written warranties and guaranties received
5. Notarized certification of no asbestos containing material or work received
6. Fire sprinkler test received (both above ground "A" form and underground "U" form)
7. Boiler(s) accepted by Texas Department of Licensing and Regulation ("TDLR")
8. Elevator(s) accepted by TDLR
9. Accessibility inspection report received from Registered Accessibility Specialist ("RAS")
10. Fire alarm certification received
11. Test and Balance deficiencies items identified (and intent of building usage not jeopardized)
12. Outstanding commissioning items identified (and intent of building usage not jeopardized)
13. List of names and vendors of obligatory vendors (subcontractors/suppliers) received
14. Final accounting of direct construction costs (CM-R projects only)
15. A/E Punchlist Received

PRIOR TO SUBSTANTIAL COMPLETION PAYMENT

1. Executed Certificate of Substantial Completion with pending items required to be completed/corrected
2. Corrected two (2) copies of Contractor's marked-up as-built drawings received
3. Corrected preliminary copy of each instructional manual, maintenance and operation manual
4. All "in the field " training received
5. Corrected preliminary copy of all written warranties and guaranties received
6. All attic stock received in good order
7. Substantial Completion form submitted to Office
8. Final Contractor's HUB-PAR form submitted in good order
9. All general condition receipts verified
10. A/E certification that payment application in good order

PRIOR TO FINAL COMPLETION INSPECTION

1. Contractor provided written notice that all items noted on the substantial completion list are corrected.
2. Contractor's corrected substantial completion punch list received
3. All final copies of each instructional manual, maintenance and operation manual, all "in the field " training received
4. All final copies of all written warranties and guaranties received
5. All items from RAS Accessibility inspection report corrected
6. All test and balance deficiencies items corrected
7. All outstanding commissioning items corrected
8. A/E Punchlist Received
9. Project Manager
10. Project Manager's Supervisor

PRIOR TO FINAL PAYMENT

1. Written notice provided from ODSR that final punch list is complete, and the Contract is fully satisfied
2. Consent of Surety for Final Payment provided
3. Final HUB-PAR submitted in good order
4. All Change Orders have been executed
5. Affidavit of all payrolls, bill for materials and equipment, subcontracted work and other indebtedness has been paid.
6. Provide all documentation establishing payment or satisfaction of all obligations noted in item 5 above
7. A/E certified that final payment application in good order
 - Provide back-up documentation for this item.

Appendix 9 Final Report Form



FINAL REPORT FOR

Name of Project
Name of Component

PROJECT DESCRIPTION:

In three to four sentences provide a brief scope of work, name of A/E, name of contractor, the substantial completion date and the final acceptance date. Please adjust the lines and text boxes throughout this form to fully display your information prior to submission to the System Administration.

FINANCIAL INFORMATION:

| Project Line | Approved BOR Budget | Commitments | Adjustments | Change Orders | Final Amount |
|------------------------------|---------------------|-------------|-------------|---------------|--------------|
| Construction Cost Limitation | \$ - | | \$ - | \$ - | \$ - |
| Contingency | | | | \$ - | \$ - |
| Architect/Engineering | | | | \$ - | \$ - |
| Owner Services | | | | \$ - | \$ - |
| Other | | | | \$ - | \$ - |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - |

LIQUIDATED DAMAGES/SETTLEMENTS:

CHANGE ORDERS:

| No. | Description | Amount | Time Adjustment |
|--------------|-------------|-------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | \$ - | 0 |

HUB PARTICIPATION:

Percent: %

Amount: \$0

SCHEDULE INFORMATION:

| Project Time Line | | Comments/Notes for Project Time Line: |
|--------------------------------------|------------|--|
| Construction Commencement Date | 1/0/1900 | |
| Original Duration (days) | 365 | |
| Change Order Adjustments | 0 | |
| Liquidated Damage Adjustments (days) | 0 | |
| Contract Completion Date | 12/30/1900 | |
| Actual Completion Date | 1/0/1900 | |
| Difference Between Contract | 365 | |

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS:

ARCHITECT/ENGINEER EVALUATION:

CONTRACTOR EVALUATION:

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Rev. 10.21.2009

Appendix 10 Current Building Codes, Standards and Associations

| | |
|--------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACCA | Air Conditioning Contractors of America |
| ACI | American Concrete Institute |
| ADA | Americans with Disabilities Act |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| APWA | American Public Works Association |
| ASCE | American Society of Civil Engineers |
| ASHRAE | American Society of Heating, Refrigerating and Air-Conditioning |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWC | American Wood Council |
| AWI | Architectural Woodwork Institute |
| AWMAFC | Architectural Woodwork Manufacturers Association of Canada |
| AWPA | American Wood Preservatives Association |
| AWS | American Welding Society |
| BHMA | Builders Hardware Manufacturers Association |
| IAPMO | International Association of Plumbing and Mechanical Officials |
| IBC | International Building Code |
| ICC | International Code Council |
| IEEE | Institute of Electrical and Electronics Engineers |
| NEBB | National Environmental Balancing Bureau |
| NFPA | National Fire Protection Association |
| NRCA | National Roofing Contractors Association |
| OPL | Omega Point Laboratories |
| OSHA | Occupational Safety and Health Administration |
| PHCC | Plumbing-Heating-Cooling Contractors Association |
| TAS | Texas Accessibility Standards |
| TCNA | Tile Council of North America |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association |
| UL | Underwriters Laboratories |

Appendix 11 Glossary of Acronyms Used in System Planning and Construction Policy Documents

| | |
|--------|---|
| A/E | Architect/Engineer |
| CIP | Capital Improvements Program |
| CMA | Construction Manager-Agent |
| CMP | Campus Master Plan |
| CM-R | Construction Manager-at-Risk |
| CPM | Critical Path Method |
| CSI | Construction Specifications Institute |
| CSP | Competitive Sealed Proposals |
| DB | Design-Builder or Design-Build |
| DBB | Design-Bid-Build |
| DD | Design Development |
| GMP | Guaranteed Maximum Price |
| HEAF | Higher Education Assistance Funds |
| HUB | Historically Underutilized Business |
| HVAC | Heating, Ventilation and Air Conditioning |
| JOC | Job Order Contract |
| NTP | Notice to Proceed |
| O&M | Operations and Maintenance |
| ODR | Owner's Designated Representative |
| ODSR | Owner's Designated Site Representative (Component representative) |
| POC | Point of Contact |
| RFP | Request for Proposals |
| RFQ | Request for Qualifications |
| THECB | Texas Higher Education Coordinating Board |
| TRB | Tuition Revenue Bond |
| TSUS | Texas State University System |
| VC/CFO | Vice Chancellor and Chief Financial Officer |