



# **Policies and Procedures Manual for Planning and Construction**

Effective 2/13/2025



## 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 Member Institutions & System Administration (“Institutions”) that comprise the System.

The Vice Chancellor and Chief Financial Officer (“VC/CFO”) is the point person between the Institutions, the Chancellor, and the Board of Regents (“Board”), and ensures that Institution 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 and help to ensure that projects are efficiently executed and that the underlying agreements are procured, negotiated, and administered in an efficient and cost-effective manner while protecting the interests of the Institutions, System, and Board.

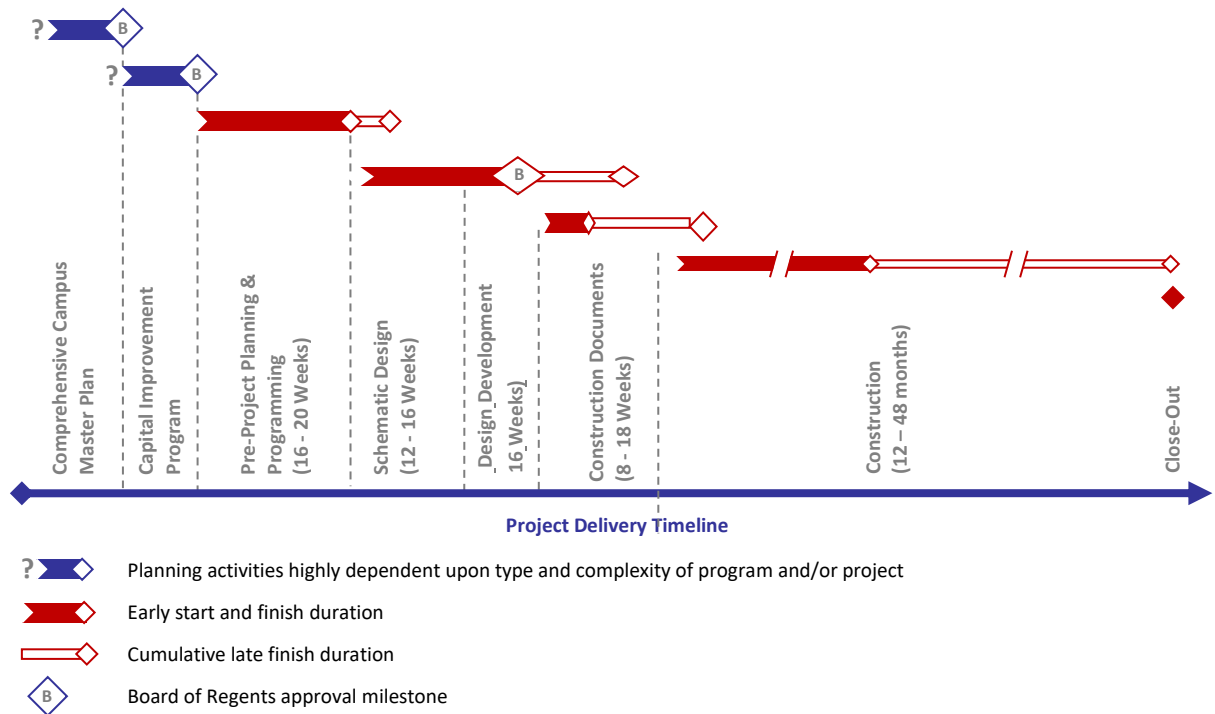
The Office has been delegated various levels of authority and many responsibilities, including changes to design and construction agreements, and publication of the ***Policies and Procedures Manual for Planning and Construction*** (the “Manual”). This Manual communicates laws, rules, regulations, policies, and procedures to the Institutions 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. A typical project delivery process for capital improvement projects is shown below. The time durations will vary in accordance with project requirements and may be greater or less than the ranges set forth below.

### The Typical Texas State University System Capital Improvement Project Delivery Process



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

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## 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 Institutions 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 (purchasing); *Texas Government Code*, Chapter 2166 (building construction); *Texas Government Code*, Chapter 2254 (professional and consulting services); *Texas Government Code*, Chapter 2269 (contracting); *Texas Government Code*, Chapter 444 (arts); *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 Institutions is responsible for developing a ten-year Comprehensive Campus Master Plan ("Master Plan") that is in alignment with the Institution'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 Institutions 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 Institution's Master Plan is approved, programming and feasibility studies may commence in order to place projects on the Institution's Capital Improvement Program, as described below.
- 1.6 Refer to Paragraph 3.2 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 Institution 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 Institution's approved Master Plan.
  - 1.7.1 The CIP includes scope, schedule, funding, and Total Project Cost ("TPC") of all 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, fixtures and equipment, professional services, project management, 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 Institutions, including the Member's project specific needs, prior to requesting approval from the Board.
  - 1.7.4 Institutions 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 \$2 million, are not reported in the CIP.
- 1.8 Refer to Paragraph 3.3 for additional information regarding the CIP process.

#### **Pre-Project Planning**

- 1.9 During the pre-project planning phase, the Institutions must review and evaluate many factors to develop an appropriate and realistic project execution plan to deliver the project successfully and meet the expectations of the stakeholders. These include but are not limited to:
- 1.9.1 Identifying 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 and identifying any critical milestones or deadlines
  - 1.9.7 Identifying risks and mitigation plans
  - 1.9.8 Establishing a communication plan
- 1.10 Refer to *Section 4: Pre-Project Planning* for additional information regarding the planning process.

#### **Design and Construction Services Procurement**

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

#### **Contract Administration**

- 1.13 The general purpose of an agreement (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 Institution.
- 1.14 The Office is responsible for promulgating, negotiating, approving, and overseeing all design and construction related agreements and any changes thereto, unless they are specifically allowed by an agreement, are within the limits of the President's authority, or delegated to the President under Paragraph 2.10.
- 1.15 The Office is responsible for certain administrative interactions related to milestone approvals in document development, Board Design Development submittal review and approval, as well as approval of the Guaranteed Maximum Price, and the final authority on the buyout values associated with a project.
- 1.16 The Institution is responsible for:
- 1.16.1 Executing the project, including managing all terms and conditions within their 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, except final payment of the contractor.
  - 1.16.4 Leading, administering, and inspecting the construction process through project initiation meetings, periodic project meetings, inspections, commissioning, final acceptance, and administration of warranties.
  - 1.16.5 Coordinating the scheduling, training, acceptance, and operation of the facility.
- 1.17 The Institution 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 Institutions projects.
- 1.19 Refer to *Section 7: Contract Administration* and *Section 9: Close-Out* for additional information.

## SECTION 2: PROJECT AUTHORITY

### The Board of Regents

- 2.1 The Institutions are governed by the Board. The Board has ultimate authority of System and Institution 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 agreements including, but not limited to, job order construction agreements, agreements for Architect/Engineer (“A/E”) services, and consulting agreements, equal to, or greater than **\$4,000,000**, including any renewals (\$8,000,000 in the case of job order construction agreements).

## **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.
- 2.2.2 All projects with a **TPC of less than \$8,000,000** are not presented to the Board for Design Development phase approval. All projects within the Chancellor's authority and outside a President's authority are submitted to the Office for VC/CFO and Chancellor's Design Development phase approval.

### **Agreements**

- 2.2.3 The Chancellor is authorized to approve all design and construction agreements within the limits of authority granted by the Board through *The Texas State University System Rules and Regulations*.
- 2.2.4 The Chancellor is authorized to approve all indefinite quantity services agreements including, but not limited to, job order construction agreements, agreements for A/E services, and consulting agreements, with a total potential contract amount no greater than **\$4,000,000**; or \$8,000,000 in the case of job order construction agreements, 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 Institution 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 agreement changes.
- 2.4.2 The VC/CFO is authorized to approve all individual construction agreement change proposals valued at **\$100,000** or more and all cumulative agreement 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 professionals for programming, Schematic Design, Design Development, Construction Documents; and construction professionals for 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 – Contract Administration*.
- 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 Institution, 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 Institution, that it is appropriate for project management services to be provided by a third party under contract with the System, and to procure, execute, and administer such agreements in collaboration with the Institution. *Refer to Appendix 1 Member Responsibilities in Projects with Outsourced Third-Party Project Management*.
- 2.7 The VC/CFO shall approve all agreement forms and documents and promulgate to the Institutions for their use.
- 2.8 Institutions shall report to the VC/CFO quarterly, on a standard format developed by the VC/CFO, the scope of work, the current TPC amounts, and the schedule of the work for all active Institution projects on the CIP.
  - 2.8.1 An active project is defined as any project where the Institution has submitted a Statement of Initiation and received approval from the Office but has not closed-out the design or construction agreements. It also includes capital projects with a TPC over \$2,000,000 performed under a President's authority or where authority has been delegated to the Member by the Chancellor.
  - 2.8.2 Refer to *Section 6: Project Reporting and Design Oversight Reviews*.
- 2.9 Any requests by Institutions for the VC/CFO to make specific determinations, issue waivers or exceptions, or render approvals in relation to items under the VC/CFO's authority, as recited herein, shall be made in writing, and addressed directly to the VC/CFO. Institutions shall not act on any item until the VC/CFO's affirmative response has been received.

## The President

- 2.10 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:**

Member Institution	Total Project Cost (less than)
Lamar University	\$4,000,000
Lamar Institute of Technology	\$2,000,000
Lamar State College - Orange	\$2,000,000
Lamar State College - Port Arthur	\$2,000,000
Sam Houston State University	\$4,000,000
Sul Ross State University	\$2,000,000
Texas State University	\$6,000,000

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

Member Institution	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

- 2.11.1 The indefinite quantity services agreement amount, including any renewals, is separate from specific project task order amounts issued under the base indefinite quantity services agreement. The President is authorized to issue task orders under indefinite quantity services agreements for any project with a TPC not-to-exceed the limits established under Paragraph 2.10.
- 2.12 The President or designee is authorized to review, approve, and monitor 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 Institution.
- 2.14 To the extent project management services normally provided by Institution personnel are to be provided by third-party project managers, references in this Manual for Institution project

management shall be deemed to refer to the third-party project managers. The Institution shall retain oversight responsibilities of the third-party project manager in coordination and collaboration with the Office. *Refer to Appendix 1 – Institution 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 Institution 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, utility work, 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 actions.

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 written request from the Member via the VC/CFO.

- 2.17 Project approval at the end of the Design Development (“DD”) phase constitutes Board or Chancellor authority for the Institution to expend up to **100%** of the TPC to commence and complete Construction Documents and execute the Construction Phase, as well as, authority for the TPC changes referred to in Paragraph 2.3.

### **Agreements**

- 2.18 The VC/CFO administers programming, third-party management, design, and construction agreements; however, the Institution manages assignments under indefinite quantity programming agreements, other Institution initiated agreements, and purchase orders. The Institution 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 Member acts as the Owner’s Designated Site Representative (“ODSR”), both as defined in the agreement(s).

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

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

2.20.1 Architecture/Engineering

2.20.2 Mechanical, Electrical, and Plumbing

2.20.3 Structural

- 2.20.4 Civil
  - 2.20.5 Project/Program Management
  - 2.20.6 Space Programming Services
  - 2.20.7 Geotechnical and Construction Material Testing
  - 2.20.8 Test and Balance
  - 2.20.9 Commissioning
  - 2.20.10 Building Envelope Services
- 2.21 For IDIQ agreements, Institution shall notify the Office ninety (90) calendar days prior to an agreement term expiration or when the agreement reaches an 80% threshold of the maximum agreement amount, whichever occurs first.
- 2.22 The Institution shall be responsible for all LBB and other federal, state, and local jurisdiction reporting requirements for capital project solicitations issued under the 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 throughout the project delivery process mandated by the Board, the Chancellor, and the VC/CFO.

#### **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 Comprehensive Master Plan Committee pursuant to Chapter I, paragraph 6.7 of *The Texas State University System Rules and Regulations*.
- 3.2.1 The President shall establish the proposed Comprehensive Master Plan Committee and any Subcommittees and identify the proposed committee membership. The President shall submit the proposed committee structure and membership to the Chancellor and VC/CFO for approval, prior to the execution of the master planning agreement.
  - 3.2.2 The Office, in collaboration with the Institution, will procure master planning services.
  - 3.2.3 The Institution will schedule appropriate meetings as defined in the agreement.
  - 3.2.4 The Institution 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 Institution's Comprehensive Master Plan.
  - 3.2.5 A draft of the proposed final Master Plan should be submitted by the Institution 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 Office.
  - 3.2.6 Upon approval from the Chancellor, the Institution shall submit 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 shall be based on prior agreement of the Office.

- 3.2.7 The master planning firm may be required to present the proposed Comprehensive Campus Master Plan to the Board with support and assistance from the President and VC/CFO.
- 3.2.8 The Institution may, in consultation with the VC/CFO, develop master plans for specific parcels of land that are not a part of the Institution'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 Member. Any such master plan shall be subject to the same approvals as the Comprehensive Campus Master Plan.
- 3.2.9 All Comprehensive Campus Master Plans submitted to the Board should, at a minimum, consider the following items:
  - 3.2.9.1 Statement of Guiding Principles
  - 3.2.9.2 Demographic Analysis
  - 3.2.9.3 Programming/Space Projections
  - 3.2.9.4 Environmental Analysis and Environmental Impact Statement
  - 3.2.9.5 Context Analysis (Local and regional history and background)
  - 3.2.9.6 Facility Use and Condition Assessment
  - 3.2.9.7 Historic Facility Survey
  - 3.2.9.8 Site Surveys
  - 3.2.9.9 Building and Land Use Plan (near term and long-range)
  - 3.2.9.10 Demolition or Deferred Maintenance
  - 3.2.9.11 Open Space and Landscape Plan
  - 3.2.9.12 Transportation and Parking Plan
  - 3.2.9.13 Utilities and Technology Infrastructure
  - 3.2.9.14 Adjacent Land Use Analysis
  - 3.2.9.15 General Land Acquisition and Disposition Strategy
  - 3.2.9.16 Safety and Security Plan
  - 3.2.9.17 Economic Impact Analysis
  - 3.2.9.18 Wayfinding and Signage Plan
  - 3.2.9.19 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
  - 3.2.9.20 Implementation Timeline with cost estimates and phasing plan
- 3.2.10 Should the Institution desire to update a current Board approved Master Plan, the Institution 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, based on the scope of the proposed update. Any proposed update shall be presented to the Board as provided

under Paragraph 3.2.

- 3.2.11 The beginning year of the Comprehensive Master Plan is the calendar year it is presented to the Board for approval.

### Capital Improvements Program

- 3.3 The Capital Improvements Program (“CIP”) is the System’s process to preserve and enhance its facilities asset 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. All projects with a TPC of \$2,000,000 or greater shall be included.

- 3.3.1 For a project to be included in the CIP, the Institution 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 by the Member, and such justification approved by the VC/CFO, the project may only be listed on the CIP if it has been specifically accommodated on the Comprehensive Campus Master Plan.

- 3.3.2 The Board’s approval of the CIP constitutes its authorization for the Institution to expend Institution funds, up to 4% of the estimated TPC. Refer to Paragraph 2.16.

- 3.3.3 In developing the CIP, the Institution should consider, at a minimum:

3.3.3.1 Compatibility of a proposed project with the Institution’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 Institutions describing the schedule, process, and forms required to gather all the information needed to update the Capital Improvements Program Information System (“CIPIS”).

- 3.3.5 The Institution is required to enter the web-based CIPIS to create a project that it proposes to add to the CIP, and to review each existing CIP project for possible updates and amendments. CIPIS requires the Institution to provide detailed information on the proposed projects. The result of these actions is the creation by CIPIS of a Project

Information Form (“PIF”) for each new project entered.

- 3.3.6 Institutions submit their completed PIFs, through CIPIS, eight (8) weeks prior to the Board meeting for Office review and comment.
- 3.3.7 The Office will evaluate and review proposed projects and revisions 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 Institution 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 projected cost escalation.
- 3.3.9 Following the conclusion of the Office review process, a draft of the proposed CIP is sent to the Institutions for review and final comment.
- 3.3.10 Institutions 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.
- 3.3.11 The final proposed CIP is scheduled and presented by the VC/CFO to the Board for adoption. The CIP is generally considered at the May Board meeting. It is considered by the Board annually to achieve the Strategic Plans of the Board and to accommodate known funding limitations.
- 3.3.12 The Institutions shall update CIPIS 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.

#### **Capital Improvement Program - Interim Updates**

- 3.4 The Institution may request the addition of a new project to the CIP, or amendment of an existing project to a previously approved CIP.
  - 3.4.1 Other than emergency repairs, the process for submission and approval of CIP additions or amendments 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.
    - 3.4.1.1 Aside from entering a new project or amending an existing project in CIPIS, the Institution is also required to prepare corresponding Board motions. The Board motion revising the CIP is scheduled and presented by the VC/CFO to the Board for adoption.
  - 3.4.2 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.

- 3.4.3 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. All emergency requests must be submitted in writing to the VC/CFO who will evaluate them and present them to the Chair if acceptable.

## **Design Phases**

- 3.5 Prior to completion of each major phase of design (Schematic Design, Design Development and Construction Documents), the Institution shall confirm that all design requirements reconcile with the program, review the Construction Cost Limitation ("CCL"), and verify compliance with all related codes through the use of a Certificate of Compliance signed by the Architect of Record, notarized, signed by the ODSR, and sent to the Office via link through the Project Management Software System ("PMSS"). When uploading the certificate to the PMSS, ensure that the Office is copied within the system.
  - 3.5.1 Upon receipt of the Certificate of Compliance in good order, the Office will issue an authorization letter to the design professional to proceed to the next phase of design, except at the conclusion of the Construction Documents phase, when construction is expected to begin.
  - 3.5.2 Refer to *Section 6: Project Reporting & Design Oversight Reviews* for additional requirements.

## **Design Development - Review and Approval**

- 3.6 The procedure for the preparation of a project Design Development ("DD") Submittal is as follows:
  - 3.6.1 The Institution begins the process by holding a meeting with the A/E, approximately sixty (60) calendar days prior to the date of the quarterly Board meeting in which the project will be submitted for consideration, to discuss the required contents and format of the DD Submittal. The Institution shall provide to the A/E recent examples of approved DD Submittals for their use.
  - 3.6.2 The Institution submits a draft DD Submittal to the Office in an electronic (Adobe Acrobat PDF) format, forty-five (45) calendar days prior to the quarterly Board meeting, for review and comment by the VC/CFO. The DD Submittal shall conform to the requirements set forth in Exhibit B of the A/E Agreement. The required Detailed Cost Estimate (Tab 5) and TPC (Tab 6) may be omitted from this submittal if it is not yet available.
    - 3.6.2.1 The DD Submittal shall conform to an 8.5" x 11" format to allow for the submittal of hard copies of the final approved version. An 11" x 17" format is allowed for larger images but will require these pages to be S-folded to an 8.5" x 11" size when incorporated into a hard copy.
    - 3.6.2.2 The DD Submittal to the Board is in addition to the Design Development plans

and specifications that are submitted to the Institution for review and approval, in accordance with the A/E agreement.

- 3.6.3 The Office evaluates, reviews, and provides comments to the Institution on the DD Submittal with a particular focus to the project scope, detailed cost estimate, and TPC, as well as the clarity and suitability of the presentation for Board review.

- 3.6.3.1 The Institution shall revise and resubmit the DD Submittal until all Office comments have been addressed. All resubmittals shall remain in an electronic format.

- 3.6.4 Thirty-one (31) calendar days prior to the Board meeting, the Institution shall submit the final draft of the DD Submittal, inclusive of the detailed cost estimates and TPC, for review by the Office. Upon review by the Office, final comments are submitted to the Institution for forwarding to the A/E to generate the final DD Submittal.

- 3.6.5 The Institution shall issue to Office a revised DD Submittal addressing all comments by the deadline established under Paragraph 3.6.10.

- 3.6.6 The Institution shall submit a draft “fly-through” video presentation of the project for review by the Office. The Office shall promptly review and provide final comments to the Institution on the video presentation.

- 3.6.6.1 The Institution is responsible for submission of the final fly-through video for presentation at least twenty (20) calendar days prior to the Board meeting.

- 3.6.7 The Institution is responsible for the submission of two (2) hard copies and one (1) electronic copy (at or under 10MB) of the DD Submittal in final form to the VC/CFO, at least twenty-four (24) calendar days prior to the Board meeting.

- 3.6.7.1 The number of submitted hard copies stated in Paragraph 3.6.7 does not include any copies required by the Institution for their use and is subject to change by the Office.

- 3.6.8 The Institution is responsible for submitting a motion for Board approval of the DD Submittal documents and the proposed TPC in accordance with the schedule published by the Chancellor’s office.

- 3.6.8.1 Concurrently with the submission of the motion, the Institution shall submit to the VC/CFO the form referenced in Paragraph 3.7.1.

- 3.6.9 If required under applicable law, the project must also be approved by The Texas Bond Review Board.

- 3.6.10 The overall suggested Board DD submission schedule is shown in the table below.

<b>The Office Activity Schedule for Board DD Submissions</b>	<b>Calendar Days Prior to Board</b>
Institution <b>meets with A/E and reviews examples of previously approved DD Submittals</b>	60
Institution <b>submits completed draft (with or without) reconciled CCL</b>	45
<b>Office reviews and Institution revises based on comments received</b>	44 to 32
Institution <b>submits final corrected draft with reconciled CCL along with draft fly-through video presentation</b>	31
<b>Electronic and hard copies of final DD Submission delivered to Office</b>	24
<b>Final fly-through video presentation submitted to Office</b>	20
<b>Board Book released</b>	14
<b>Planning and Construction Committee Meeting - earliest date</b>	10

- 3.6.11 If necessary to meet project schedules, and upon written request of the ODSR, the VC/CFO may issue to the A/E a Notice to Proceed to the Construction Documents phase of design prior to approval of the DD Submittal by the Board, provided the VC/CFO and the ODSR have accepted and approved the DD Submittal documents inclusive of the reconciled CCL, TPC, project schedule, and the A/E's Certificate of Compliance for the completion of the Design Development phase.
- 3.6.12 Projects with a TPC less than \$8,000,000 do not require Board of Regents approval of the DD Submittal. However, DD Submittals are still required for all projects with a TPC less than \$8,000,000 and over a President's authority threshold. Projects that fall within this range shall submit their DD Submittals to the Office for review and approval by the VC/CFO and Chancellor.
- 3.6.12.1 DD Submittals that require approval by the VC/CFO and Chancellor shall meet the same requirements as those submitted to the Board except the submittal timelines referenced under paragraph 3.6.10 will vary, and the fly-through video presentation referenced under paragraph 3.6.6 is not required. The Chancellor's approval of a DD Submittal may be documented through an email reply by the VC/CFO.
- 3.6.13 Projects delegated by the Chancellor to the Institution do not require the preparation of a DD Submittal.
- 3.6.14 Projects that fall within the President's authority do not require the preparation of a DD Submittal.
- 3.6.15 *Refer to Appendix 2 – Board of Regents Design and Development Submittal Requirements.*

## Texas Higher Education Coordinating Board

- 3.7 Following approval of the DD Submittal by the Board or Chancellor, all projects required to be submitted for review to the Texas Higher Education Coordinating Board (“THECB”) shall follow the process outlined below. The Institution has primary responsibility for ensuring that the Institution and the proposed project meet all requirements and standards as defined by THECB.
- 3.7.1 The Institution 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 at the time the Institution submits the motion for the Board or Chancellor approval of the DD Submittal. The form is signed by the Chancellor upon Board or Chancellor approval of the project and is submitted by the Office to the THECB.
- 3.8 At the completion of the project, and concurrent with the submittal of the Final Report to the Board, Institution shall ensure that the THECB project application is fully executed. See Paragraph 9.1.5.3.

## SECTION 4: PRE-PROJECT PLANNING

- 4.1 Institutions shall perform pre-project planning for all projects under consideration to be placed in the CIP. At a minimum, pre-project planning shall include a need and risk assessment, preliminary cost estimates including hard and soft costs and escalation contingencies, a schedule of events, and preferred delivery method. For larger capital projects, a Program of Requirements (“Program”) is required. A Program is not required for projects delegated by the Chancellor to an Institution and those under a President’s authority per Paragraph 2.10.
- 4.2 All project programming for the development of a Program shall be performed by a consultant under an approved agreement with the System. The Institution shall consult with the Office to confirm the name of the programming services consultant.
- 4.3 The Institution is authorized to negotiate the scope, schedule, and fees for programming services with the programming firm as approved by the Office.
- 4.3.1 To promote the programming effort and avoid a conflict of interest, the consultant who provides programming services is not 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 Institution initiates, leads, and manages the programming effort, including establishing a well-defined scope, schedule, and budget information as required by the consultant services agreement.
- 4.5 The Institution 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 Institution, the Institution's President shall approve the Program and submit an electronic copy to the Office.
- 4.7 For projects placed in a CIP and approved by the Board, if at any time following approval 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 Institution shall amend the project in CIPIS. The Institution shall also prepare a Motion to amend the CIP entry for subsequent approval and adoption by the Board.

## SECTION 5: DESIGN & CONSTRUCTION SERVICES PROCUREMENT

### Statement of Project Initiation

- 5.1. To initiate a project other than projects delegated to the President's authority under Paragraph 2.10, the Institution shall submit a Statement of Project Initiation to the Office, which includes a request by the Institution to procure architectural and construction services. *Refer to Appendix 3 – Statement of Project Initiation.*
- 5.2. The Office procures the services of design and construction professionals on behalf of the Institutions for all capital projects other than those delegated to the Institution President pursuant to Paragraph 2.10. The process follows the following steps, depending on the type of services being solicited:
  - 5.2.1. For all solicitations:
    - 5.2.1.1. Institution submits a Solicitation Request Form to the Office. Refer to Paragraph 5.3.
    - 5.2.1.2. Institution appoints a selection committee. Refer to Paragraph 5.4.
    - 5.2.1.3. For projects with a CCL over ten million dollars (\$10,000,000), Institution provides a Risk Statement to be included in the Attestation Letter submitted by the System to the Legislative Budget Board. The Risk statement shall include the following:
      - 5.2.1.3.1. A statement of the importance of the contract to the agency or institution of higher education, and risk to the agency or institution if the parameters of the solicitation or contract are not met within the specified time frames.
    - 5.2.1.4. Upon receipt of respondent's submittals by Institution, immediately send any pricing proposal packages to the System unopened; review and approve any HUB Subcontracting Plans, and/or HUB Commitment Letters; and upload to the PMSS all statements of qualifications and HUB documents.
  - 5.2.2. For A/E solicitations (Refer to Paragraph 5.16):

- 5.2.2.1. Office issues a Request for Qualifications (“RFQ”).
- 5.2.2.2. Institution receives the RFQ responses, publicly announces the names of the respondents, and evaluates and confidentially provides Office the evaluation scores from the selection committee.
- 5.2.2.3. Office reviews the results of the evaluations, determines the ranking of the respondents, and provides recommendations if interviews are desired.
- 5.2.2.4. Institution conducts interviews, if required, and provides results to Office.
- 5.2.2.5. Office confirms results and recommends award.
- 5.2.2.6. Institution confirms award.
- 5.2.2.7. Office issues notification of award to successful respondent and notifies unsuccessful respondents of the selection.
- 5.2.2.8. Office initiates contact with the successful respondent and leads the negotiation of the agreement in consultation with Institution.
- 5.2.2.9. Office prepares the draft agreement, and Institution confirms the terms of the agreement.
- 5.2.2.10. Office executes the agreement and issues a Notice to Proceed.
- 5.2.3. For CM-R “One-Step” solicitations (Refer to Paragraph 5.17):
  - 5.2.3.1. Office issues the combined Request for Qualifications and Proposals (“RFQ/P”).
  - 5.2.3.2. Member receives the RFQ/P responses, publicly announces the names of the respondents, and immediately forwards all the sealed Pricing Proposal packages to the Office, unopened.
  - 5.2.3.3. Institution evaluates the RFQ response and confidentially provides Office the evaluation scores from the selection committee.
  - 5.2.3.4. Office confirms the results.
  - 5.2.3.5. On the date and time established in the RFQ/P, Office holds a public meeting to open the sealed Pricing Proposals and announces the value of the proposals.
  - 5.2.3.6. Office combines the scores of the qualification evaluations and pricing proposals, determines the rankings, and provides recommendations if interviews are desired.
  - 5.2.3.7. Institution conducts interviews, if required, and provides results to Office.

- 5.2.3.8. Office confirms results and recommends award.
- 5.2.3.9. Institution confirms award.
- 5.2.3.10. Office issues notification of award to successful respondent and notifies unsuccessful respondents of the selection.
- 5.2.3.11. Office prepares the draft agreement, and Institution confirms the terms of the agreement.
- 5.2.3.12. Office receives the Security Bond, executes the agreement, and issues a Notice to Proceed.
- 5.2.4. For CM-R “Two-Step” solicitations (Refer to Paragraph 5.17):
  - 5.2.4.1. Office issues a Request for Qualifications (“RFQ”).
  - 5.2.4.2. Institution receives the RFQ responses, publicly announces the names of the respondents, and evaluates and confidentially provides Office the evaluation scores from the selection committee.
  - 5.2.4.3. Office reviews the results of the evaluations, determines the ranking of the respondents, and provides results to Institution.
  - 5.2.4.4. Office issues a Request for Proposals (“RFP”), to the top five (5) or fewer ranked respondents.
  - 5.2.4.5. Office receives the Pricing Proposals and, on the date and time established in the RFP, Office holds a public meeting to open the sealed Pricing Proposals and announces the value of the proposals.
  - 5.2.4.6. Office combines the scores of the qualification evaluations and pricing proposals, determines the rankings, and provides recommendations if interviews are desired.
  - 5.2.4.7. Institution conducts interviews, if required, and provides results to Office.
  - 5.2.4.8. Office confirms results and recommends award.
  - 5.2.4.9. Institution confirms award.
  - 5.2.4.10. Office issues notification of award to successful respondent and notifies unsuccessful respondents of the selection.
  - 5.2.4.11. Office prepares the draft agreement, and Institution confirms the terms of the agreement.

5.2.4.12. Office receives the Security Bond, executes the agreement, and issues a Notice to Proceed.

5.2.5. For DB solicitations (Refer to Paragraph 5.18):

5.2.5.1. Office issues a Request for Qualifications ("RFQ").

5.2.5.2. Institution receives the RFQ responses, publicly announces the names of the respondents, and evaluates and confidentially provides Office the evaluation scores from the selection committee.

5.2.5.3. Office reviews the results of the evaluations, determines the ranking of the respondents, and provides recommendations if interviews are desired.

5.2.5.4. Institution conducts interviews, if required, and provides results to Office.

5.2.5.5. Office confirms results and asks Institution to confirm the top five (5) or fewer ranked respondent that will be asked to participate in the next phase of the solicitation.

5.2.5.6. Office issues a Request for Proposals ("RFP"), to the top five (5) or fewer ranked respondents.

5.2.5.7. Office receives the Pricing Proposals and, on the date and time established in the RFP, Office holds a public meeting to open the sealed Pricing Proposals and announces the value of the proposals.

5.2.5.8. Office combines the resulting scores of the qualification evaluations and pricing proposals, determines the rankings, and recommends award.

5.2.5.9. Institution confirms award.

5.2.5.10. Office issues notification of award to successful respondent and notifies unsuccessful respondents of the selection.

5.2.5.11. Office initiates contact with the successful respondent and leads the negotiation of the A/E services that form a part of the agreement in consultation with Member.

5.2.5.12. Office prepares the draft agreement, and Member confirms the terms of the agreement.

5.2.5.13. Office executes the agreement and issues a Notice to Proceed.

5.2.6. For CSP solicitations (Refer to Paragraph 5.19):

- 5.2.6.1. Office issues a Request for Competitive Sealed Proposals (“RFCSP”).
- 5.2.6.2. Institution receives the RFCSP responses, publicly announces the names of the respondents, and immediately forwards all the sealed Pricing Proposal packages to the Office, unopened.
  - 5.2.6.2.1. For CSP solicitations, the HUB Subcontracting Plan submission deadline may be scheduled for the business day after the CSP submittal deadline.
- 5.2.6.3. Institution evaluates the statement of qualifications responses and confidentially provides Office the evaluation scores from the selection committee.
- 5.2.6.4. Office confirms the results.
- 5.2.6.5. On the date and time established in the RFCSP, Office holds a public meeting to open the sealed Pricing Proposals and announces the value of the proposals.
- 5.2.6.6. Office combines the resulting scores of the qualification evaluations and pricing proposals, determines the rankings, and recommends award of offer.
- 5.2.6.7. Office initiates contact with the top-ranked respondent that offers the best value and leads the negotiation of the construction agreement in consultation with the Institution.
  - 5.2.6.7.1. During negotiations scope or time modifications and any price change associated with the modifications may be discussed.
  - 5.2.6.7.2. The Office, in consultation with the Institution, may request a Final and Best Offer (“BAFO”).
  - 5.2.6.7.3. If negotiations fail to reach an acceptable agreement with the top ranked respondent, the Office will formally, and in writing, end the negotiations and proceed to negotiate with the next highest ranked respondent until an agreement is reached or all proposals are rejected. Formally ending negotiations is a final step and cannot be reversed.
- 5.2.6.8. Office prepares the draft agreement, and Institution confirms the terms of the agreement.
- 5.2.6.9. Office receives the Payment and Performance Bonds, executes the agreement, and issues a Notice to Proceed.

### **Solicitation Request Form ("SRF")**

- 5.3. The Institution requests initiation of the contract procurement process by providing a completed Solicitation Request Form ("SRF") for the desired services to the Office.
  - 5.3.1. The Institution identifies a Point of Contact for the solicitation who collects and forwards any questions submitted by potential respondents, with applicable recommended answers, to the Office to review and issue addenda through the ESBD.
  - 5.3.2. The Institution identifies a HUB Coordinator for the solicitation who manages all HUB related questions and submittals.
  - 5.3.3. The Institution requests mandatory or optional Pre-Submittal or Pre-Proposal Conference(s), at the time and location identified in the form.
  - 5.3.4. The Institution proposes a project planning schedule for consideration by the Office.
  - 5.3.5. The Institution shall review and provide any desired or specific performance criteria and associated weights to the Office for preparation of the RFQ or RFQ/P.
  - 5.3.6. The Institution assigns weights to the qualifications and financial terms of the solicitation. Pricing proposals shall be assigned a minimum of 50% and a maximum of 75%. In special circumstances, the weight assigned to pricing proposals may be lowered to not be less than 40% based on justification provided by the Institution and approved by the VC/CFO.

### **Selection Committee**

- 5.4 The Institution appoints the selection committee members as approved by the President or their designee.
  - 5.4.1 Committee members shall possess a broad understanding of the project, including the Institution's needs, requirements, and the design and construction process.
  - 5.4.2 The number of selection committee members is at the Institution's discretion but generally ranges from a minimum of three (3) to a maximum of seven (7) individuals.
  - 5.4.3 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.
  - 5.4.4 The Institution convenes the appointed selection committee members in a pre-evaluation preparation meeting to review standard procedures for evaluations, interviews, and the overall selection process, and to review the solicitation documents and selection criteria related to the specific solicitation they will be evaluating.
  - 5.4.5 Selection committee members shall evaluate each respondent's response individually and confidentially, based solely on the information provided in response to the solicitation. The committee members must strive to evaluate all respondents on a consistent basis, avoiding large disparities in scoring unless justified by a respondent's

submittal. The end result of a committee member's evaluation shall be a sequential numerical ranking of all respondents without any tie scores.

- 5.4.6 For all solicitations, selection committee members shall use the evaluation matrices provided by the Office.

### **Solicitation Process**

- 5.5 The Office publishes and posts all solicitations through the ESBD.
- 5.6 The Institution's Point of Contact accepts all responses to the solicitations at the advertised location until the advertised deadline.
  - 5.6.1 Qualifications received after the deadline shall not be opened or considered by the committee.
  - 5.6.2 All solicitation responses received in good order shall be announced by the Member at a public setting on the advertised deadline. Only the names of the respondents shall be announced.
  - 5.6.3 The Institution's Point of Contact coordinates with the Institution's HUB coordinator in the review and approval of HUB Subcontracting Plans or HUB Commitment Letters ("HCL").
  - 5.6.4 The Institution shall immediately upload electronic copies of all statements of qualification, HUB Subcontracting Plans or HUB Commitment letters, received in good order, in the Project Management Software System for the record.
  - 5.6.5 Separately sealed Pricing Proposals requested under a solicitation shall be promptly forwarded unopened to the Office for public opening by the Office at a later day and time as identified in the solicitation.
- 5.7 After the selection committee completes their individual evaluations and rankings, the individual committee members confidentially submit their scores to Institution's Point of Contact who aggregates the results and forwards both the individual committee member scores in PDF format, signed, and aggregated scores, confidentially, to the Office for final review and confirmation of the top ranked respondents. Those respondents meeting an acceptable score will be eligible for the next phase of the procurement process.
- 5.8 State procurement statutes typically require that no more than five (5) of the top ranked respondents be selected to submit additional information and/or to interview for consideration for final selection. The decision on the maximum number of respondents to invite to a second step or potential interview shall be made by the Institution in collaboration with the Office, and in accordance with the System's and Comptroller Contract Management Handbook. The final determination of how many respondents will be invited to participate in the second step of a 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 Institution how many respondents could be

interviewed as a result of the evaluation scores. The Institution shall determine how many respondents to interview using these recommendations.

- 5.9 At the date, time, and location stated in the solicitation, pricing proposals are opened, and the contents read aloud in a public setting at the Office. A sign-in sheet shall document all individuals in attendance at the public opening.
- 5.10 The pricing proposal values are incorporated into an evaluation matrix by the Office and the resultant best value determination is announced to the Institution's Point of Contact.
- 5.11 At the interviews, the selection committee evaluates each invited respondent and determines a final ranking. The scores assigned to each respondent in the preceding 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 based on the number of shortlisted firms. Each interviewer shall rank the 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.
  - 5.11.1 The interview is to allow each short-listed respondent to answer evaluation committee questions pursuant to the submitted statements of qualifications.
  - 5.11.2 The interview agenda including proposed evaluation questions are provided to the respondents as part of the invitation to interview.

#### **Recommend Award**

- 5.12 Upon receipt of the executed Nepotism Form for the awarded firm(s), the Office shall provide notification of the results of the RFQ, RFP, and/or interviews, the Member prepares a written response to the System indicating their concurrence to award an agreement to the top-ranked respondent(s).

#### **Negotiate and Approve Agreement**

- 5.13 The Office notifies the awarded respondent of its selection and proceeds to negotiate and draft the agreement, including scope of services and fee.
  - 5.13.1 The unsuccessful respondents will be notified of their non-selection by the Office.
- 5.14 For A/E and DB agreements, the Institution participates in the negotiation process including an initial meeting with the selected firm and the Office to discuss the desired scope and schedule of services, to enable the A/E to submit a fee proposal to the Office. The Office shall consult with the Institution throughout the fee negotiations process.
  - 5.14.1 Upon completion of negotiations and acceptance by the Institution, the Office finalizes the agreement. The Institution shall review the agreement and request revisions or provide its approval. Upon approval by the Institution, the agreement is forwarded to the respondent for signature.

- 5.14.2 Upon execution of the agreement and receipt of any stipulated bonds, the Office will issue the Authorization to Commence Services or Notice to Proceed.
- 5.14.3 The Office completes any required reporting of the agreement to the Legislative Budget Board ("LBB").
- 5.14.4 The Office posts a notice on the ESBD, referencing the solicitation requisition number, regarding the award of the agreement.
- 5.15 The Office administers the agreement. Any amendments to the agreement will be negotiated by the Institution in consultation with the Office.
  - 5.15.1 The Institution manages the design and construction professionals per the terms of the agreement.

### **Project Delivery Methods**

The following section describes the System's requirements for selecting an A/E design professional and a contractor through Competitive Sealed Proposals ("CSP"), Construction Manager at Risk ("CM-R") and Design-Build ("DB") project delivery methods. *Refer to Appendix 5 - Project Delivery Method Guidelines.*

### **Architect/Engineer ("A/E") Services**

- 5.16 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.
  - 5.16.1 A/Es are selected in one (1) step process consisting of an evaluation of their qualifications, plus optional interview(s).
  - 5.16.2 Per *Texas Government Code* Title 10, Subtitle F Chapter 2254, A/Es shall not submit pricing proposals for services and shall be selected solely on the basis of demonstrated competence and qualifications.

### **Construction Manager-at-Risk ("CM-R") Services**

- 5.17 Per *Texas Education Code* Section 51.782, CM-R's are selected through a one or two-step process, both of which include the submission of statements of qualifications, competitive pricing proposals, and a HUB Commitment Letter ("HCL"). An evaluation of their qualifications is followed by an incorporation of their pricing proposals, with possible optional interview(s).
  - 5.17.1 CM-R's selected through a two (2) step process must first respond to a Request for Qualifications ("RFQ"). Upon the evaluation of their qualifications and HCL, respondents are ranked and five (5) or fewer respondents may be invited to submit proposals through a Request for Proposals ("RFP"). Following the incorporation of the pricing proposals with the qualifications scores, the respondents are again ranked as most qualified and best value respondents. At this point, the Institution may decide to consider the process

complete and award the work to the top ranked respondent. However, if desired by the Institution, five (5) or fewer respondents may then be invited to participate in an interview. The results of the interview are considered final.

5.17.2 CM-R's selected through a one (1) step process submit their qualifications, pricing proposals and HCL in response to one combined Request for Qualifications and Proposals ("RFQ/P"). Upon the evaluation of their qualifications and HCL, all respondents are ranked. Following the completion of the qualification evaluations, the pricing proposals are opened and incorporated with the qualifications scores. The respondents are then ranked as most qualified and best value respondents. At this point, the Institution may decide to consider the process complete and award the work to the top ranked respondent. However, if desired by the Institution, five (5) or fewer respondents may be invited to participate in an interview. The results of the interview are considered final.

5.17.3 All CM-R RFQ's, RFP's, or RFQ/P's require the respondents to submit separately sealed responses, one containing the qualifications, one containing the proposal, and the other containing their HCL.

5.17.3.1 In the two (2) step process, the separately sealed qualifications and HCL are submitted to the Institution's Point of Contact in response to the RFQ. The subsequent separately sealed pricing proposal is submitted directly to the Office in response to an RFP.

5.17.3.2 In the one (1) step process, the three separately sealed responses are submitted to the Institution's Point of Contact. Upon receipt, the Institution shall immediately forward the separately sealed pricing proposal responses, unopened, to the Office. The Office shall retain the sealed pricing proposals unopened until the qualifications evaluations are completed.

5.17.4 The determination on whether to use a one (1) step or two (2) step process is made by the Institution.

5.17.4.1 The one (1) step process requires less time than the two (2) step process.

5.17.4.2 The one (1) step process allows for the consideration of the pricing proposals from all respondents. The two (2) step process allows for the consideration of pricing proposals from only the five (5) or fewer respondents that are invited to participate in the second step.

## **Design-Build ("DB") Services**

5.18 Per *Texas Education Code* Section 51.780, DB's are selected through a two-phase process, which includes the submission of statements of qualifications, competitive pricing proposals, an HCL by the builder, and a HUB Subcontracting Plan ("HSP") by the designer. In the first phase, an evaluation of qualifications, HCL, and HSP, is followed with possible optional interview(s). In the second phase, pricing proposals are requested and incorporated into the qualifications results.

5.18.1 DB's must respond to a Request for Qualifications ("RFQ"). Upon the evaluation of their

qualifications, HCL, and HSP, respondents are ranked and five (5) or fewer respondents may be invited to participate in an interview or continue to the next phase. If interviews are held, the qualification rankings will reflect the results of the interview(s).

- 5.18.2 Upon conclusion of the qualification rankings, five (5) or fewer respondents may be invited to submit pricing proposals through a separate Request for Proposals ("RFP"). Following the incorporation of the pricing proposals with the qualifications scores, the respondents are again ranked as most qualified and best value respondents. At this point, the top ranked respondent is determined and invited to negotiate the A/E services that will become part of the DB agreement. No interviews are allowed after the RFPs are received.
- 5.18.3 All DB RFQ's, and RFP's require the respondents to submit separately sealed responses, one containing the qualifications, their HUB responses, and pricing proposals.
  - 5.18.3.1 Under the RFQ, separately sealed qualifications and HUB responses are submitted to the Institution's Point of Contact.
  - 5.18.3.2 Under the RFP, separately sealed pricing proposals and any HUB response updates are submitted to the Office.
- 5.18.4 The Office, in collaboration with the Institution, shall lead the negotiation of the A/E services that form a part of the DB agreement. If the Office and Institution are unable to reach an agreement with the DB firm on the A/E services, negotiations will be formally terminated in writing and the next highest ranked DB respondent will be engaged in A/E services negotiations.

### **Competitive Sealed Proposals ("CSP") Services**

- 5.19 Per *Texas Education Code* Section 58.783, Contractors selected through CSP are selected in a one (1) step process wherein qualifications and a pricing proposal are requested, followed by the option to request a Best and Final Offer ("BAFO").
  - 5.19.1 Potential contractors must respond to a Request for Competitive Sealed Proposals ("RFCSP") that includes selection criteria other than pricing. Upon the evaluation of the qualifications criteria, pricing proposals are opened. The pricing proposals are incorporated with the qualifications scores, to determine the best value respondent.
  - 5.19.2 The Office, in collaboration with the Institution, shall lead in any attempt to negotiate more favorable terms with the selected respondent, including options for time and scope modifications and requesting a BAFO. If the Office and Institution are unable to reach an agreement with the selected respondent, negotiations will be formally terminated in writing and the next highest ranked respondent can be approached to negotiate an agreement. Once negotiations are formally terminated, they cannot be reversed.
  - 5.19.3 Scoring of the CSP proposals is based on the total of the base bid plus any Institution accepted alternates, relative to the lowest total proposal amount submitted by the respondents.

## SECTION 6: PROJECT REPORTING AND DESIGN OVERSIGHT REVIEWS

### Project Reporting

- 6.1 Each Institution shall submit a quarterly report in the Workiva W-Desk Report platform 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 authority status under which the project is executed, including the President, Chancellor's Delegation, System, or Board.
  - 6.1.3 The Institution shall notify the Office to remove a project from the report.
  - 6.1.4 Projects shall remain on the report until close-out procedures have been approved for projects under Board/Chancellor authority or delegated authority. Projects under President's authority will not require a close-out letter or report. Refer to Section 9.
  - 6.1.5 Standard project reporting requirements are promulgated by the Office. *Refer to Appendix 6 – Instructions for Completing the Overview of Active Capital Projects in W-Desk*
- 6.2 The Institution shall advise the Office if, at any time during design or construction, a change in project scope and/or need for additional design or construction services that would exceed the approved total respective agreement amounts is anticipated.
  - 6.2.1 The project scope is progressively defined by the approved Program, Design Development Submittal, GMP, or CSP.
  - 6.2.2 Such notifications shall be made prior to the performance of any additional design services or execution of changes in the construction scope of work.
  - 6.2.3 Any amendment to an agreement will be negotiated by the Institution in consultation with the Office, other than projects for which authority has been delegated to the Institution. Any amendment to an agreement will be handled by the Office.

### Owner Provided Builders Risk Insurance

- 6.3 The System provides Builders Risk insurance coverage for capital construction projects whenever possible.
- 6.4 The Institution is responsible for providing any necessary applications or reports for the Office to secure System provided Builders Risk insurance coverage for a project.
  - 6.4.1 When a project nears the completion of the Design Development phase, the Office will prompt the Institution to prepare a Builders Risk insurance application and/or budget worksheet as stipulated by the insurance broker under contract with the System.

- 6.4.1.1 The Institution shall complete the application and/or budget worksheet and submit it directly to the insurance broker, with a copy sent to the Office.
- 6.4.1.2 The insurance broker will provide the Institution an estimated cost for Builders Risk insurance coverage, for the Institution to approve.
- 6.4.1.3 The Institution shall incorporate the estimated cost of Builders Risk insurance into the TPC presented to the Board or Chancellor as part of the Design Development Submittal.
- 6.4.2 After Board or Chancellor approval of the Design Development submittal, the Office will forward the Motion approved by the Board or Chancellor to the insurance broker.
- 6.4.3 At the Guaranteed Maximum Price ("GMP") proposal stage of the project, the Member shall update the application and/or budget worksheet with regard to the schedule, scope, and cost of the project. The Institution shall submit the updated information directly to the insurance broker, with a copy sent to the Office.
- 6.4.4 Following approval of the GMP and issuance of a Notice to Proceed ("NTP") with construction, the Office will send the insurance broker a copy of the NTP.
- 6.4.5 The insurance broker will forward to the Office a copy of the Certificate of Insurance ("COI") with a copy to the Institution. The Office will forward the COI to the construction manager and file the COI in the PMSS.
- 6.4.6 During the construction phase, the Institution shall immediately notify the insurance broker of any System approved increase of the GMP or extension of the Substantial Completion date for the project.
- 6.4.7 Upon the project achieving Substantial Completion, the Institution shall promptly notify the insurance broker, with a copy of such communication sent to the Office.

#### **Design Oversight Reviews**

- 6.5 The Institution is responsible for management of the overall project delivery process, while the Office is responsible for project administration and agreement compliance.
- 6.6 For all phases of Schematic Design, Design Development, and Construction Documents, the Institution shall transmit the Certificate of Compliance (see paragraph 3.5) to the Office for review, comment, and/or acceptance.
  - 6.6.1 The Institution shall consolidate all programmatic and design review comments from the Institution's constituents into one document and forward it to the A/E for incorporation and/or response.
  - 6.6.2 The Institution shall ensure that the A/E, Contractor, and any other design or construction professionals involved with a project are effectively communicating with each other and developing the project in an organized and efficient manner, in compliance with each

parties' agreement with the System.

- 6.6.3 Construction cost estimates shall be in Construction Specifications Institute ("CSI") 50 Division format and delivered to Institution within two (2) weeks of each design submittal.
- 6.7 Prior to requesting approval to continue to the next phase of design, the Institution 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.
- 6.8 The Institution shall promptly notify the Office if any party to a System approved agreement is not performing in compliance with the terms of such agreement.

## SECTION 7: CONTRACT ADMINISTRATION

### Payments

- 7.1 The Institution reviews and approves 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 Institution's Payment Application Voucher
    - 7.1.1.2 Application for payment with the Schedule of Values (*Construction Contracts only*)
    - 7.1.1.3 Construction cash flow current status and 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 vendor's HUB Subcontracting Plan / Progress Assessment Report
    - 7.1.1.7 Appropriate back-up materials as required by Institution
  - 7.1.2. For capital projects not delegated to the President, the Institution shall submit the first and second construction phase pay application requests to the Office for post-payment review.
  - 7.1.3. The Institution is required to comply with the Texas prompt payment requirements that an application for payment be processed and paid thirty (30) calendar days from receipt.
  - 7.1.4. Institution are not required to perform audit level reviews and analysis of applications for payment unless they determine a need to do so.
    - 7.1.4.1. Audit level reviews shall be performed in accordance with generally accepted government auditing standards.
    - 7.1.4.2. Projects that include a GMP may be audited following their completion per Paragraph 7.6.

- 7.1.5. If an application for payment requires revision or includes items that are in dispute, the Institution shall immediately provide written guidance to the vendor within seven (7) business days from receipt of an invoice, clearly stating the reason for the revision or dispute, and the information required for the Institution to substantiate and adequately process the request for payment.
  - 7.1.5.1. In accordance with *Texas Government Code* Section 2251.042, the Institution shall notify the vendor of an error or disputed amount in the payment application not later than the twenty-first (21<sup>st</sup>) day after receipt of the invoice. The Institution may withhold from required payments no more than one-hundred ten percent (110%) of the specific disputed amount.
  - 7.1.5.2. Whenever possible, Institution shall endeavor to pay the subcontractors' and suppliers' portion of an application for payment. Withholding payment of a contractor's construction phase fee (contractor's profit) is an appropriate response if the contractor is failing to comply with contractual requirements.
- 7.1.6. After achieving Substantial Completion and as part of the final pay request, the Institution shall provide the Office with the respective Substantial Completion and Final Payment Checklists, including all required backup. Refer to *Section 9: Closeout* and *Exhibit 8 – Substantial and Final Completion Checklists*.
- 7.1.7. For capital projects not delegated to the President, the Institution shall submit the final pay application request to the Office for pre-payment approval.

### Agreement Changes

- 7.2 All changes to agreements shall be administered per the delegated authority specified in *Section 2: Project Authority*.
  - 7.2.1 All changes in the scope of services, scope of work, or substantial completion date, shall be requested in writing.
  - 7.2.2 Change requests made to the Office shall include written justification from the Institution and be approved before the service or the work is performed; however, in exigent circumstances, the Institution 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 Member personnel to validate the Contractor's pricing. This independent estimate shall be attached to the proposed Change Proposal. Individual changes proposals valued at **less than \$100,000** are not subject to this requirement.
- 7.3 Changes, to either design and/or 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 and Chancellor, or the Board; and the applicable requirements of a CM-R or DB agreement have been met, the Institution 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 Institution shall verify that:
- 7.5.1 The GMP proposal is prepared and assembled in accordance with the agreement.
  - 7.5.2 The General Conditions costs are specifically tailored to the project and in alignment with the costs and percentages submitted by the CM-R or DB in their pricing proposals and as stated in the agreement.
  - 7.5.3 The Construction Phase Fee is in accordance with the costs and percentages submitted by the CM-R or DB in their pricing proposals and stated in the agreement.
  - 7.5.4 The draft GMP proposal, together with documentation supporting the proposed cost items 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.
  - 7.5.5 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 Member, A/E and the CM-R or DB is subject to approval by the Office.
  - 7.5.6 When the GMP proposal is reviewed and approved, the Office will issue a Notice to Proceed to commence the construction phase services.
    - 7.5.6.1 A Notice to Proceed with construction cannot be issued until payment and performance bonds are received by the Office and determined to be in good order.
    - 7.5.6.2 In preparing the GMP and assigning a date for the Notice to Proceed, the contractor must allow for the time duration they will require to obtain the bonds, after the GMP is signed by the System and when the Notice to Proceed can subsequently be issued.
  - 7.5.7 Multiple GMPs for a single project are strongly discouraged. If the project must be phased or staged, the Member may request approval for multiple GMPs from the Office. Such a request shall be made no later than the end of the Design Development phase and include a justification for the need and an explanation as to how the Institution will ensure that future GMPs will not exceed the original CCL and project schedule. Multiple GMPs may require an amendment to the contractor's agreement to incorporate special conditions and to mitigate the System's risks.

## **Audits**

- 7.6 Projects that include a GMP shall be subject to a financial and performance audit of the design and construction agreements. 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 Institution.
  - 7.6.1 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.
  - 7.6.2 Audit findings shall be submitted to the VC/CFO and the CAE for review, comment and distribution to the Institution and contractor.
  - 7.6.3 Final audit reports are transmitted to external oversight entities by the CAE as required by law.
  - 7.6.4 The Institution 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.

## **Project Management Software System ("PMSS")**

- 7.7 All capital projects except those generally or specifically delegated to the President's authority shall be managed using the System's Project Management Software System ("PMSS"). All project documentation from the initial Program through closeout will be accomplished in, or otherwise uploaded to, the PMSS pursuant to procedures implemented by the Office and communicated to the Institution.
- 7.8 All contractual documentation including, but not limited to, Notices to Proceed, Change Orders, payment 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, and evidence of such approval captured in the PMSS shall be legally sufficient for all purposes. The only exception to this policy is the initial agreement between the Office and the A/E, Contractor, CM-R, DB, programming consultant, third-party project manager and/or other professional, which shall be manually or digitally signed by each party to the given agreement.
- 7.9 Institution are encouraged to utilize the PMSS for projects delegated to the President's authority.
- 7.10 The Office manages the license distribution of users. Institution shall notify the Office when their staff need to be added or removed and when external users need to be added to the PMSS at a start of a project and when they are to be removed at the conclusion of a project.
  - 7.10.1 The Office will generate periodic reports of current users for Institution to review in order to keep the list of PMSS users current.

## 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, for all new buildings, major renovations where the function of the building changes, or major landscaping projects. Plaques may be provided at other projects with prior approval from the VC/CFO and Chancellor. Via email, the Institution shall provide to the Office for review, the content and layout of a proposed building plaque, including a photorealistic image. Upon acceptance by the Office, the Institution shall submit a final image of the proposed plaque accompanied by approval signatures from the Architect, Contractor, and the 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 **Institution shall ensure** that building plaques are approved, fabricated, and installed prior to a project's Substantial Completion date.
  - 8.1.2 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.
    - 8.1.1.4 3/4 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 or VC/CFO and Chancellor at the DD submittal stage of the project, with the possible exception of the building name, or as otherwise indicated below.
    - 8.1.2.1 For projects delegated by the Chancellor to the Institutions, wherein a building plaque is desired, the content within the plaque shall be stated as of the date when the project was delegated by the Chancellor to the Institution.
    - 8.1.2.2 For projects delegated by the Board to Presidents, wherein a building plaque is desired, the content within the plaque shall be stated as of the date when the President approved the construction agreement.

## SECTION 9: CLOSE-OUT

- 9.1 Both the Institution and the Office shall approve the final inspections and close-out of design and construction agreements. The Institution shall:
  - 9.1.1 Notify the Office when Substantial Completion and Final Completion inspections are scheduled, and when all required design services are complete.
  - 9.1.2 Transmit final 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 Submit a Final Project Report to the Board, through the Office, once final application for payment is approved by Office, refer to *Appendix 9 – Final Report Form.*
    - 9.1.5.1 Delegated projects and projects performed under the Chancellor’s authority and above the President’s authority do not require completion of the Final Report Form. These delegated projects require a Delegated Final Report Letter from the Institution indicating the date of the project’s completion, the final total project cost, and a copy of the consent of surety for the final payment of the construction contractor.
    - 9.1.5.2 Projects performed under a President’s authority do not require the completion of a Final Report or any formal notification to the Office. The Institution shall update the Office on the completion of a President’s authority project as part of the project reporting requirements under Paragraph 6.1.
    - 9.1.5.3 Institution institutions shall submit a project application in THECB’s Integrated Campus Planning System (“ICPS”) **within 90 days after completion of a project.** This will allow the THECB to continue to produce the construction cost standard but will eliminate the need for the Annual Project Tracking Report.
  - 9.1.6 Conduct a one (1) year warranty inspection at the eleventh (11<sup>th</sup>) 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 Institution 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 Section 10 does not apply to transactions involving the privatization of Institution 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). 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 Member.

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 Institution. 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. Institution 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

Institutions 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 Institution's objectives may be achieved just as well through traditional financing or funding sources, together with utilization of DB, CM-R, or other common construction delivery methods.

10.4 Initial Evaluation. Prior to submitting an outline business case (described in Paragraph 10.5), Institutions 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 Institution'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;

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 Institution and System; and,

10.4.1.4 The extent to which (if any) the Institution 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 Institution's stated objectives, and the project appears to be feasible based upon currently available information, whereupon the Institution 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 Institution 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 Institution 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 Institution;
- 10.5.1.2 The project has the potential to provide best value for the System and the Institution;
- 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 Institution, 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 Institution;
- 10.5.1.9 The Institution has prepared a realistic preliminary timeline for the project;

10.5.1.10 The Institution has identified a preliminary weighted evaluation methodology for the solicitation;

10.5.1.11 State and System contracting requirements that the Institution 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 Member. 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 Institution and issued by the System. An Evaluation Committee will be appointed by the Institution President and shall include the VC/CFO or their designee. Additional System staff, Institution 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 Institution, 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 Institution, 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 Institution, 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 Institution 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 Member 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 Institution to enter into such an agreement. A predevelopment agreement shall explicitly address the terms by which all designs, plans, permits, approvals and other work product of the Preferred Respondent may be procured by the System or the Institution 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 Institution directly. However, the VC/CFO shall make the final determination if such agreements will be with the System or the Institution, 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 Institution that they wish to be considered shall be submitted to the VC/CFO for review and consideration in consultation with the Institution's Chief Financial Officer and other members of the System and Institution, in accordance with the terms of this *Section 10: Public Private Partnership Project Process* and in accordance with applicable State law.

## **SECTION 11: PUBLIC ART**

### **Overview**

11.1 The purpose of this policy is to provide uniform procedures for implementing the System's public art program, pursuant to Chapter III, section 1.52 of the Board of Regents Rules and Regulations.

11.2 The procedures affect previous and future artwork acquired, either by commission or purchase, under the 1% for public art program Rule Chapter III, section 1.52.

11.3 Objects acquired for other Institution collections such as museums and archives, temporary artwork created by the Schools of Art and Design, Art Department or campus art galleries, mass-produced objects that are not unique, and items used for promotional purposes, or containing advertising, are not governed by this policy.

11.4 Refer to Appendix 10 – Public Art, for a glossary of terms.

### **Project Authority**

11.5 The Director of Public Art ("Director") administers the System's public art program. Pursuant to the procurement processes described in below, the Director will bring public art commission or purchase recommendations to the President and then to the Chancellor for final approval.

11.6 The Director will convene subject matter experts to facilitate public art selection including:

11.6.1 Curatorial Advisory Board (optional)

11.6.1.1 When direct selection or invitationals are used for public art procurement, the Director convenes the volunteer Curatorial Advisory Board ("CAB"). CAB members develop a list of recommended artists/artworks for the system-wide collection and identify selections for each building project for the Institution committees on public art to consider for endorsement.

- 11.6.1.2 Visual arts professionals (curators, historians, artists, gallerists, etc.) and alumni art collectors are preferred members for this board. Board members serve 3-year terms and are eligible for re-appointment for a second term of equal length. The beginning date for appointments will be September 1, and the ending date will be August 31 of each year. CAB meetings are typically held quarterly, as needed.

#### 11.6.2 The Committee on Public Art (required)

- 11.6.2.1 The Committee on Public Art (“CoPA”) is an advisory body for each Institution that evaluates artists and artworks solicited via open calls or recommended by the CAB. Prior to execution of a contract for design and fabrication or acquisition of public art, the Director will bring recommendations from the CoPA to the Institution President and, subsequently, the Chancellor, for approval.

- 11.6.2.2 CoPA membership should consist of 5-8 individuals selected by the President or their delegate. The committee membership should be diverse and will typically include administration, art faculty, a facilities planning and construction representative, and a student representative, as appropriate. Subject matter experts such as art and design faculty, institutional architects and planners are preferred participants. All members will be voting members; the Director serves as a non-voting tie breaker.

- 11.6.2.3 The Director will convene the CoPA as needed, as projects develop. CoPA members will serve at the Director’s discretion. Service letters for participation on the Committee may be granted for tenure track faculty.

- 11.7 As needed, the Chancellor or President may request the CoPA take on additional responsibilities including:

- 11.7.1 Reviewing and making recommendations on prospective public art donations and/or loans.

- 11.7.2 Making recommendations concerning the collections management or administrative needs of the public art collection.

- 11.7.3 Reviewing and providing feedback on any artwork that principally features people or a person (such as honorific art and memorials).

### **Procurement and Contract Administration**

- 11.8 Planning Phase. The Director, in preparation for an artwork acquisition, will:

- 11.8.1 Review construction project scope and purpose.

- 11.8.2 Administer the public art budget, as established in the Board or Chancellor approved Design Development Submittal. As stated in the Rule, 1% of Construction Cost Limitation

is held separate for works of public art in addition to the aesthetic features incorporated into the building itself.

11.8.2.1 The 1% allocation budget includes:

- Art consultants to aid in the solicitation process if needed.
- Artist fees.
- Design and fabrication of the public artwork.
- All associated infrastructure, including foundations, structural supports, utilities, lighting, and landscaping needs.
- Shipping, handling, and installation.
- Administrative costs associated with marketing, conservator consultation, photography, and identification plaques.
- Contingency funds.

11.8.3 Identify potential public art sites and opportunities, in consultation with design team.

11.8.4 Identify public art goals (themes, inspiration, expression, and guiding concept for artwork) in consultation with stakeholders.

11.8.5 Determine evaluation criteria, including but not limited to the following:

- The contribution an individual work of art can be expected to make to the member's educational mission, as well as to its existing campus and System-wide collection of public art.
- Artist's reputation or renown through an exhibition history or a provenance of being in public or private collections or museums.
- Artistic merit (quality, condition, rarity, provenance).
- Sensitivity to the social, environmental, historical, education and site contexts of each campus.
- Artist's track record of successful collaborative projects.
- Durability of the work, and the member's ability to assure proper long-term care of the work of art, including security, conservation and maintenance.
- Quality of presentation in proposed location.
- Alignment with campus master plan goals.
- Other factors as appropriate.

11.8.6 Determine the selection process or call type: Open Call, Invitational Call, or Direct Selection.

11.8.7 Prepare a project brief to inform the CAB and CoPA and provide information for an open call or invited artists. (*Refer to Appendix 10 – Public Art, Public Art Program Project Brief*) This brief should include the following information:

- Succinct history of construction project including the facility use.
- Artwork budget.
- Possible artwork siting.

- Public art goal(s).
- Selection process or call type.
- Submission requirements.
- Eligibility requirements.
- Evaluation criteria.
- Timeline.

## Selection Phase

The public art selection process proceeds as follows, with variations depending upon type of art (existing or commission) and solicitation method used (direct selection, invitational, or open call).

11.9.1 For direct selection or invitationals soliciting either existing art or commissioned work, the five steps below always apply:

11.9.1.1 Director distributes project brief to CAB and CoPA and solicits feedback.

11.9.1.2 Director convenes CAB; Board develops a shortlist of artists/works for the project. This should be limited to between 5-10 selections. CAB members will provide written rationale and comments for each listed selection.

11.9.1.3 Director distributes selections to CoPA.

11.9.1.4 CoPA meeting 1: selection of finalists based on established criteria; top three finalists are ranked.

11.9.1.5 Director brings top three ranked finalists to President and then Chancellor for review and approval.

11.9.2 For direct selection: commission, the below subsequent steps apply:

11.9.2.1 Director contacts top ranked finalist (and subsequent finalists, if needed) and solicits paid concept proposal via concept agreement.

11.9.2.2 CoPA meeting 2: artist (or rep) presents concept. CoPA endorses concept for commission or requires changes (process specified in concept agreement).

11.9.2.3 Director brings proposal to President and then Chancellor for review and approval.

11.9.2.4 Director negotiates and executes commission agreement.

11.9.3 For direct selection: purchase of existing art, the below subsequent step applies:

11.9.3.1 Director negotiates and executes purchase(s).

11.9.4 For invitational: commission, the below subsequent steps apply:

11.9.4.1 Director contacts top ranked finalists and solicits paid concept proposals via concept agreements. All proposals must include the following:

- Artist Resume (2 pages).
- Digital Images of past work (5-10).
- Artist Statement and Interest (250-word minimum/750-word maximum).
- References (3 names/emails).
- Proposal to include:
  - Written concept of artwork.
  - Conceptual design with site specific preliminary rendering and approximate dimensions.
  - Model and/or material sample of proposed work (System will keep all models until a final award is made. Selected artist's model becomes part of the System's Public Art Collection.
  - Draft breakdown of budget including any artist fee, travel, anticipated engineering, materials, fabrication, shipping, installation, foundation, insurance, post install professional photography, lighting, etc. (System is tax exempt.)
  - Tentative timeline.
  - Anticipated maintenance requirements.

11.9.4.2 CoPA meeting 2: artists (or reps) present concept proposals. CoPA endorses one (or more) concepts for final recommendation to President and Chancellor.

11.9.4.3 Director brings proposal to President and then Chancellor for review and approval.

11.9.4.4 Director negotiates and executes commission agreement(s).

11.9.4.5 Director notifies artists who were not selected.

11.9.5 Open Calls follow a different solicitation process:

11.9.5.1 Director distributes project brief to CAB and CoPA and solicits feedback.

11.9.5.2 Using language from project brief, Director posts Open Call on System website, artist call distribution websites and lists. Open Call consists of all items included in the Project Brief as well as a commission agreement template and eligibility.

11.9.5.3 Standard eligibility requirements include age, geographic location of artist, professional artist distinction and preferred qualifications include the artist's exhibition record including museum shows or collections.

- 11.9.5.4 Director fields applicant questions via public written inquiries or recorded artist information session, posted on System website.
- 11.9.5.5 All applications and all Proposals are received online ([www.publicartist.org](http://www.publicartist.org)). Any mailed or incomplete submissions will not be reviewed. Application requirements include:
  - Artist Resume (2 pages).
  - Digital Images of past work (5-10).
  - Artist Statement and Interest (250 word minimum/750 word maximum).
  - References (3 names/emails).
- 11.9.5.6 Open Call closes; Director reviews applications for eligibility. Any applications not meeting eligibility requirements will be disqualified.
- 11.9.5.7 Directors distributes submissions to CAB and CoPA; members review project brief and receive detailed directions on how to review submittals and vote through online system ([publicartist.org](http://publicartist.org)).
- 11.9.5.8 Ranked voting based on standard evaluation criteria and alignment with public art project specific goal.
- 11.9.5.9 Ranked voting will narrow applications to a short list of artists recommended for proposals (not to exceed 3).
- 11.9.5.10 Narrowed list of recommended artists is by majority.
- 11.9.5.11 CoPA approves stipend amounts for finalists' paid proposals and proposal meeting location (in person or virtual).
- 11.9.5.12 Director notifies artists on the short list and sets the date of artist presentations/ interviews. Artist proposals will include the following:
  - Written concept of artwork.
  - Conceptual design with site specific preliminary rendering and approximate dimensions.
  - Model and/or material sample of proposed work (System will keep all models until a final award is made. Selected artist's model becomes part of the System's Public Art Collection. If artist are not selected, include return shipping materials and payment.)
  - Draft breakdown of budget including any artist fee, travel, anticipated engineering, materials, fabrication, shipping, installation, foundation, insurance, post install professional photography, lighting, etc. TSUS is tax exempt.
  - Tentative timeline.
  - Anticipated maintenance requirements.

11.9.5.13 Director drafts interview questions and CoPA reviews and approves via email.

11.9.5.14 Director sends artists interview questions prior to interview date.

11.9.5.15 Artists present proposals and are interviewed.

11.9.5.16 CoPA evaluates all applicant qualifications and proposals using the provided evaluation criteria and rubric/ballot form.

11.9.5.17 Director issues a recommendation of Artist and Alternate to the Presidents of each Member for approval.

11.9.5.18 Director routes President's approval to Chancellor for review and approval.

11.9.5.19 Director negotiates and executes commission agreement(s).

11.9.5.20 Director notifies all artists who were not selected.

11.9.6 Approval Process for all solicitation methods:

11.9.6.1 Director issues a Public Art Approval Form asking the Institution President to do the following, depending on the solicitation method. (*Refer to Appendix 10 – Public Art, Public Art Program Artist Selection*)

11.9.6.1.1 Direct selection: Commission:

11.9.6.1.1.1 Approve request for a paid concept proposal from CoPA recommended artist(s).

11.9.6.1.1.2 Approve CoPA recommended artist for commission agreement.

11.9.6.1.2 Direct Selection: Purchase of Existing Art.

11.9.6.1.2.1 Approve purchase of preferred work (and alternates).

11.9.6.1.3 Invitational: Commission

11.9.6.1.3.1 Approve request for a paid concept proposal from CoPA recommended artists.

11.9.6.1.3.2 Approve CoPA recommended artist for commission agreement.

11.9.6.1.4 Open Call: Commission

11.9.6.1.4.1 Approve Artist and alternate for commission agreement.

11.9.6.2 President issues feedback and form to Director.

11.9.6.3 Director brings the form, including any comments from the President to the Chancellor for review.

## **Contract Administration**

11.10.1 System administers all public art concepts, commission and purchase agreements as well as any necessary amendments. Templates for both agreements will be created in consultation with System's Office of General Counsel.

11.10.2 Contracting and vendor payment process:

11.10.2.1 Director emails institution procurement team copies of all executed agreements and requests vendor setup.

11.10.2.2 Vendor works directly with Institution procurement on vendor registration.

11.10.2.3 Vendor sends invoices to Director as outlined in their contract or written quote.

11.10.2.4 Director sends email to Institution procurement approving invoice to be paid.

11.10.2.5 Institution procurement issues payment.

11.10.3 Contract Payment Milestones:

11.10.3.1 Payment milestones are outlined in the commission agreement. While milestones are negotiable, the standard milestones are the following:

- 10% at agreement signature.
- 25% Notice to Proceed/CDs.
- 20% 50% fabrication confirmation (each agreement will define this 50% fabrication milestone).
- 25% Substantial completion/title transfer.
- 20% within 30 days of receipt of closeout documents .

11.10.4 Special Contract Requirements:

11.10.4.1 Each public art agreement will require artist's participation at least one educational campus engagement opportunity. The Institution will host and determine the nature of the event(s), which could range from ribbon cuttings to artist Q&A's. The Director will serve as artist liaison for coordination and

planning of such events and programs. Student-oriented events are recommended.

## **Delivery Process**

### **11.11.1 Project Management**

11.11.1.1 The Director will coordinate all aspects of a public art project with a designated Institution project manager (“PM”), typically the associated capital project’s PM.

11.11.1.2 If the associated capital project is already complete, the Institution will identify an appropriate project manager to help facilitate the public art project.

## **Project Timeline**

11.12.1 Commission agreements will include a preliminary timeline for fabrication and installation of the art.

11.12.2 Timelines for installation of existing art will be established in communication between the Director and Member PM/stakeholders.

11.12.3 Timelines are always subject to change, but all parties will endeavor to coordinate public art design and installation activities to complement the capital project’s schedule and to time completion of public art in tandem with the building’s opening. In cases where such coordination is impossible, the timeline for completing the capital project will take precedence over the public art timeline.

## **Design Oversight**

11.13.1 Design oversight reviews aid in ensuring the best possible success for artwork, whether it is a commissioned work or existing art.

11.13.2 Review milestones and revision opportunities will be specified in all commission agreements.

11.13.3 The art design will address structural considerations, surface integrity, permanence, and protection against theft and vandalism.

11.13.4 If the art is designed to be site-specific or integrated into the built environment, the design will include any part of the surrounding area or site which is to be considered part of the art.

- 11.13.5 All structural drawings will be certified by a structural engineer licensed in the state of Texas. Drawings will conform to all applicable federal, state, and local laws and regulations.
- 11.13.6 Institution staff architect or engineer or A/E team for building project will provide an engineering quality review.

#### **Fabrication and Construction**

- 11.14.1 The artist, or approved subcontractor, will fabricate the art in substantial conformity with the design. Any deviations require written approval from the Director.
- 11.14.2 Fabrication milestones and inspections will be specified in the commission agreement.
- 11.14.3 Director will provide the Chancellor, the Institution President and the CoPA photographic updates at 50% art fabrication.
- 11.14.4 When public art is executed in tandem with active construction projects, the construction of art-related infrastructure, including but not limited to concrete for sculpture foundations, blocking in ceilings and walls, lighting, ventilation, electrical, etc. may best be completed by the building contractor and their subcontractors rather than the artist. The details of these scopes of work may not be known until the art design reaches final stages and therefore may require Director to amend artist commission agreements and artist fees.
- 11.14.5 When public art is being constructed and installed after completion of the building project, the artist may be required to contract with a Institution's Job Order Contractor ("JOC") for any scope of work that impacts existing campus facilities.
- 11.14.6 Institutions' facilities services shops may also be asked to provide support services such as electrical or landscape remediation/repair. Costs for such services will be covered by the 1% public art allocation.

#### **Installation**

- 11.15.1 Upon completion of fabrication, the art will be installed at the Institution campus. Typically, the artist or an approved subcontractor is responsible for the installation.
- 11.15.2 Responsible parties will be specified in the commission agreement or, in the case of existing art, in communication between Director and Institution PM/stakeholders.
- 11.15.3 Timelines for installation will be closely coordinated with the building construction team if occurring on an active building site, and installation will only occur with written authorization from the Director.

## Closeout

11.16.1 The project closeout process for commissions proceeds as follows:

- 11.16.1.1 The artist or their representative will notify the Director of Public Art when the artwork is substantially complete.
- 11.16.1.2 Both the Director of Public Art and the Institution representative will conduct a site visit to the artwork and note any discrepancies or items needing remedy.
- 11.16.1.3 Any minor remedy will be indicated immediately to the artist/artist representative.
- 11.16.1.4 Any major remedy will be handled according to the agreement.
- 11.16.1.5 Artist will alert Director when any remedial items are complete, and artwork is ready for final acceptance.
- 11.16.1.6 Director will conduct a site visit for final acceptance of artwork.
- 11.16.1.7 Once the site visit is complete, the artist will provide the Director with the following closeout documents:
  - Title Transfer.
  - Acknowledgement of ownership statement.
  - Plaque information.
  - Maintenance requirements.
  - As-built drawings.
  - Any professional photo/video documentation.
- 11.16.1.8 Final payment will be processed upon Director's receipt of completed Closeout document(s) or when final artwork acceptance is given, whichever is later.
- 11.16.1.9 Copies of the Closeout document(s) will be supplied from Director to the Institution facilities planning and construction department to ensure proper maintenance is adhered to.
- 11.16.1.10 Director will accession artwork onto insurance, collection documents, and add to the maintenance schedule.
- 11.16.1.11 Institution will conduct a one-year warranty inspection at the 11th month mark, following the artwork final completion date, and alert Director to any deficiencies.

11.16.1.12 The Director will collaborate with the artist or a professional conservator (paid by the artist, if specified in commission agreement) to remedy any items needing correction.

11.16.2 When purchasing existing art, the Director will acquire the following closeout documents whenever possible:

- Signed statement of authenticity from artist or representative.
- Original sales receipt or Bill of Sale.
- Appraisal.
- Provenance report.
- Existing photography.
- Plaque information.

### **Dedication**

11.17.1 Each commission agreement will require artist attendance at a dedication for the completed artwork to be held in conjunction with the building completion.

11.17.2 If the timeline does not allow for a joint dedication, System will collaborate with the artist and the Institution to outline a suitable date for an artwork celebration. The format of such celebrations will vary, according to the Institution's desires and artist's availability. Student participation is recommended.

### **Art Plaques**

11.18.1 All public art acquired via the 1% policy will have signage to provide standard information for the viewer.

11.18.2 The Director will be responsible for sign content and design, with the Institution facilitating vendor procurement and installation.

### **Care and Maintenance of Public Art**

Procedures for maintenance and stewardship of the artwork align with national best practices. The long-term value of the Collection is dependent upon its proper care.

11.19.1 The Director will maintain a collection management database to track all collection-related data and records, including inventory information, condition reports and maintenance records, images, etc.

11.19.2 The condition of each work of public art acquired via percent for art funds will be reported and photographed annually by the Director, member representatives, or student interns reporting to the Director.

11.19.3 Each year the Director will prepare a prioritized list of recommended maintenance and conservation actions (reactive and proactive) to be performed by facilities staff and/or qualified professionals pending the needs of the artwork. Each Institution will receive the list and report to the Director any completed maintenance and conservation work done, in progress or planned.

11.19.4 Each Institution will finance and assume the care of the artwork as determined by the Director and as outlined by professional conservators or the commissioned artist. Care tasks include the following:

11.19.4.1 Storage

11.19.4.1.1 Art remains on display whenever possible. In the case of re-siting, art will be stored in a climate-controlled environment, with security, managed by professional art handlers.

11.19.4.2 Handling

11.19.4.2.1 No artwork should be transported without consent of the Director.

11.19.4.2.2 Only staff trained to handle art transport art to ensure accident prevention, unless otherwise approved by the Director.

11.19.4.3 Inventory

11.19.4.3.1 All new works are required to be added to the inventory for insurance purposes.

11.19.4.3.2 Inventory should note method of acquisition (i.e.: percent for art, gift, departmental purchase, etc.).

11.19.4.4 Conservation

11.19.4.4.1 Conducted in accordance with appropriate professional standards.

11.19.4.4.2 The artist, professional conservator, or another vendor may complete conservation under the direction of the Director.

11.19.4.4.3 As recommended by the Director according to the following priorities:

- Safety.
- Available funds.
- Site permanence or opportunity for successful re-siting.

- Potential for loss or increase of lifespan of the artwork.
- Potential for construction opportunities by re-siting.

#### 11.19.4.5 Appraisals

11.19.4.5.1 System will determine when a professional appraisal is necessary.

11.19.4.5.2 Only certified appraisers will be used for appraisals.

### **Gifts or Loans of Public Art**

11.20.1 Acquisition of public art via means other than one percent of major construction projects are governed by the requirements below.

11.20.2 Per Chapter III, section 1.52 of the Board of Regents Rules and Regulation, permanent artwork proposed for an exterior public location or prominent interior location should be reviewed by the CoPA for inclusion in the Collection. The approval process should follow the process outlined in 11.8.6 above.

11.20.3 If a new commission, loan or gift to the Collection involves a statue, sculpture or other artistic representation that depicts specific individuals(s) or honors any individual, group, foundation, corporation or other entity, the CoPA should review the proposal and make a non-binding recommendation to the President and Chancellor for approval.

### **Deaccession and Removal**

11.21.1 Removal of art from public display or deaccessioning may be considered.

11.21.2 Removal from public display:

11.21.2.1 If the art must be removed from its original site, the Director and Institution stakeholders will attempt to identify another appropriate site, requiring final approval of the Director, in consultation with the President and Chancellor.

11.21.2.2 If it was designed for a specific site, the artist's or artist's estate should be contacted to help decide as to an appropriate alternative location.

11.21.2.3 Should an appropriate new location not be readily available, or while deliberations are underway regarding de-accession, art can be stored in secure, climate-controlled location.

11.21.2.4 If the structural integrity or condition of an artwork is such that it presents an eminent threat to public safety, the Director may authorize its immediate removal to temporary storage. The Director, in consultation with the President and Chancellor will then consider options: repair, reinstallation, or de-accessioning.

### 11.21.3 Deaccessioning:

11.21.3.1 Deaccessioning helps ensure the value of a Collection through extended periods of time. A work of art may be considered for permanent removal from the collection and/or deaccessioning if one or more of the following conditions apply:

- Inability to be preserved properly
- Deterioration or damage beyond usefulness or repair
- Threat to public safety
- Requested for reparation by other groups
- Redundancy or forgery
- Lacking historical or academic value
- Sale can be used to finance acquisition of a work of art of greater importance to the System's collection

11.21.3.2 Procedure for deaccession. The Director of Public Art will provide a written Deaccession Request to the President and Chancellor. (*Refer to Appendix 10 – Public Art, Deaccession Request*) The request will include:

- Legal right confirmation
- Condition for considering de-accession
- Condition report of artwork; photographic documentation
- Method of removal including relocation, donation, sale, or disposal
- Appraisal, as needed
- Course of action, as needed (when, how, is further campus input needed, etc.)

11.21.3.3 Once approved by the President and Chancellor, the Institution will manage sale via public auction, private sale, or exchange.

11.21.3.3.1 Proceeds from sale shall be credited to the Institution's public art fund.

11.21.3.4 Director will update the inventory, maintenance schedule, and insurance documents.

**END OF MANUAL**

# APPENDICES

## POLICIES AND PROCEDURES MANUAL FOR PLANNING AND CONSTRUCTION

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## **Appendix 1      Institution Responsibilities in Projects with Outsourced Third-Party Project Management**

### **Initial Phase:**

1. Read and understand The Texas State University System Rules and Regulations and Policies and Procedures Manual for Planning and Construction.
2. Maintain, read, and understand all project related agreements, and any subsequent amendments to project related agreements.
3. Confer with the Office regarding the selection of the third-party Project Manager (“PM”) and the respective third-party 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, campus keying protocols, geo-technical reports, surveys, or other information retained by the campus that is beneficial to the project.
  - a. Introduce the PM to municipalities, water districts and any other governmental or quasi-governmental agencies that are affected by a specific project.
  - b. Introduce the PM to the user groups for the specified project.
5. Provide administration protocols for the campus including emergency contact numbers, and contacts for shutdowns or hot work permits. Provide introduction to intra-campus support function personnel.
6. Provide assistance in the establishment of office space for the PM.
7. Utilize PMSS for all communication and documentation for the project.
8. Assist in other activities that would be beneficial to the PM.
9. Bring to the attention of the Office any PM non-conforming activities pertaining to the project management 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 with 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 payment 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 project management agreement.

### **Construction Phase:**

1. Identify campus personnel who will be inspecting work in accordance with the Owner’s Division 1 Specifications and the Uniform General Conditions.
2. Establish protocols for the inspection of work to be concealed, with the PM and the Contractor. Inspect work to be concealed, as required by these protocols, in a timely manner to prevent delays in the progress of construction.
3. Timely 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 payment 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 project management 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 an eleven-month warranty walk-through.
5. Process payment 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 project management agreement.

## **Appendix 2     Design Development Submittal Requirements**

The following describes the submittal requirements for Institutions requesting Design Development (“DD”) phase approval from the Board or the Chancellor. This is only the information required to present the project to the Board or the Chancellor for approval and does not address contractual requirements to complete DD phase services in order to proceed to the Construction Documents phase, including the submittal of a Certificate of Compliance confirming the completion of the DD phase.

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

All DD Submittals shall be in the form of identical three (3) ring binders in a quantity as directed by the Office. The submittal shall be in an 8.5” x 11” format with any larger images placed on 11” x 17” pages with Z-folds to fit within the 8.5” x 11” format. An electronic copy of the submittal is also required. Separate each of the following nine (9) items by using a tabbed divider sheet for ready reference.

1. Architectural Renderings: A complete set of architectural exterior elevations and interior and exterior renderings, as applicable, reflecting a complete architectural design concept of the project. Submitted elevations and renderings shall be clearly labeled. Elevations should be free of dimensioning and grid lines and labeled with notes, shading, or coloring, where necessary, to communicate any specific features.
2. Complete Set of Architectural Floor Plans and Site Plans (90% complete\*): Submitted drawings should be free of excessive dimensioning and grid lines. Interior and exterior 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 (90% complete\*): Show major core areas such as entryways, elevator lobbies, typical functional rooms (like classrooms), utility room layout, etc. Spaces should be clearly labeled. Provide shading/coloring used in the architectural floor plans (Tab 2) to communicate any spatial adjacency relationships. 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.). All system narratives shall be presented simply and economically, providing straightforward, concise descriptions, with emphasis on quality, and clarity of content. The submittal shall avoid the use of overly technical terms and the use of abbreviations unless first spelled out in total. The A/E shall ensure that the building systems narrative is presented in a cohesive and consistent manner across all described systems.
5. Detailed Cost Estimate: Provide three separate cost estimates including: (1) a detailed cost estimate prepared by A/E’s independent third-party estimator, (2) a detailed cost estimate prepared by the CM@R, and (3) one reconciled cost estimate indicating agreement between the A/E’s and CM@R’s separate estimates. All estimates shall be in the Construction Specifications Institute’s 50 Division Master Format,

and taken off from the Design Development phase document with very few lump sum per gross square foot estimates permitted.

6. Total Project Cost ("TPC"): A summary TPC breakdown in the following categories, as applicable:

- Construction Cost Limitation (CCL)
- CM's Pre-Construction Fee
- Owner's Construction Contingency
- Architect/Engineer Fees
- Programming Costs
- Furnishings and Equipment
- Owner Contracted Services (*includes all vendor provided services procured by Institution in support of the project*)
- Owner Provided Services (*includes all services provided by Institution through its staff and internal workforce for which there is a cost*)
- Owner's Project Contingency
- Project Administration Fees (*includes all project management, construction inspection, and related project administration service costs performed by Institution's internal staff or outsourced to third parties*)
- Public Art Allocation

*The TPC breakdown is prepared by the Institution and provided to the A/E for incorporation into the DD Submittal.*

7. Cost Comparison: A summary showing the CCL of the 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. For older projects used for comparison, escalate the project cost to account for inflation and indicate the yearly rate used. Provide a breakdown of the construction cost on a gross square foot basis, and other meaningful and applicable metric (i.e., cost per bed for a residence hall). Provide Information regarding projected operating and maintenance costs of the facility or (in the case of renovation) the projected impact of the project on existing operating and maintenance costs.
8. Proposed Project Schedule: Provide a milestone schedule in chronological order stating projected dates for the GMP approval, completion of Construction Documents, Substantial Completion, and Final Completion. If the project will be phased, provide the projected dates for each of the phases.
9. Environmental Impact: Information regarding the projected environmental impact of the project. Provide an affirmative statement confirming compliance with the requirements of TGC Section 2166.403.

\* "90% Complete" means the floor plans are fixed and will not change. There may be minor dimensioning and missing and incomplete references to supporting detail drawings needed to complete the architectural design.

Three-dimensional Fly-through Animation Requirements:


Along with the DD Submittal outlined above, the A/E shall prepare and submit a three-dimensional animated fly-through presentation to be presented to the Board of Regents at the Board meeting in which the DD Submittal is being considered. Information presented in the fly-through animation shall match the content of the DD submittal and include the following:

- A run time of no less than one (1) minute or no more than two (2) minutes.
- In MP4 format with no maximum file size (use the Owner's Project Management Software System, or other file hosting service, to transfer large files)
- Opening slide(s) including: the name of the project, member Institution, TPC, gross square feet, anticipated construction start date, anticipated substantial completion date, and other executive level information, as applicable.
- Background music

A three-dimensional fly-through animation is not required for DD Submittals presented to the Chancellor for approval.

### 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 Director of Capital Projects Administration as the first step in initiating the design and construction of a capital project.

Institution: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Project on CIP: Yes \_\_\_\_\_  
No \_\_\_\_\_

1. Please describe in general terms why the Institution has decided to initiate the project at this time.  
[\[Enter data\]](#)
2. Please describe any material changes to the description of the project on the current CIP.  
[\[Enter data\]](#)
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, Institution'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.  
[\[Enter data\]](#)
4. What is the desired date for beginning design of this project?  
[\[Enter data\]](#)

\_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Revised 1/22/2025

#### **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 Institutions with respect to a System capital project, and was compensated for doing so, directly or indirectly, is disqualified from being awarded an agreement as a result of the procurement, and from being a subconsultant or subcontractor to a firm that is awarded such an agreement.
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 an agreement as a result of the procurement, or from being a subconsultant or subcontractor to a firm that is awarded such an agreement, 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.

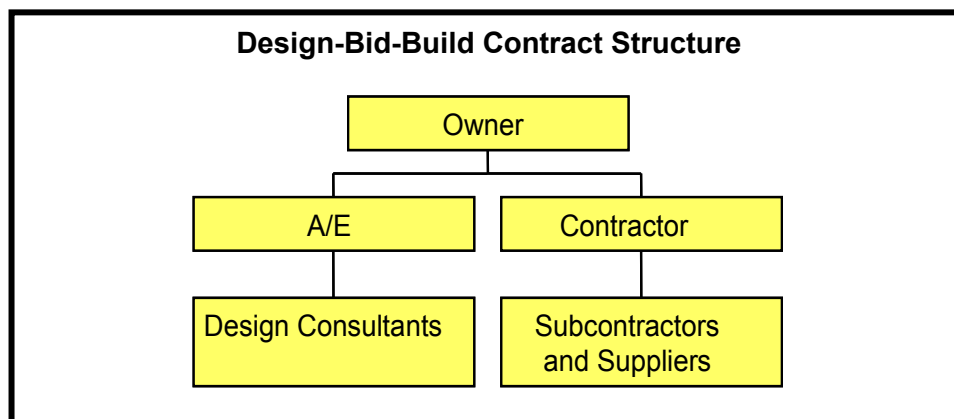
## **Appendix 5      Project Delivery Method Guidelines**

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 that is 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 Institution 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 delivery methods are provided for consideration by the Institution:

### **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 an RFP and receives fixed bids. The 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:

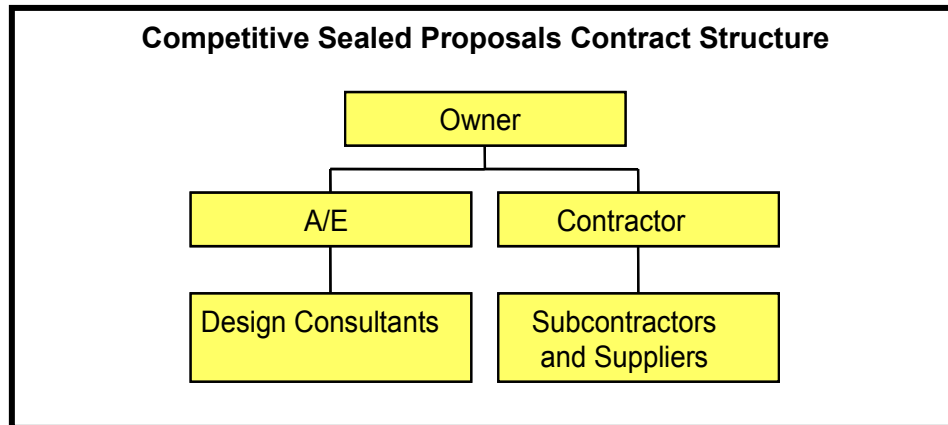
- Two contracts for owner to manage
- Disagreements go through owner
- Owner typically pays for gaps in bid documents and disagreements between A/E and Contractor
- All parties have different agendas/objectives
- Low bid may not result in best value
- Over budget bids are difficult to reduce and can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

- “Closed book” accounting, no buyout 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 Institution 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. An 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 agreement can be awarded to other than the low bidder if the selection 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

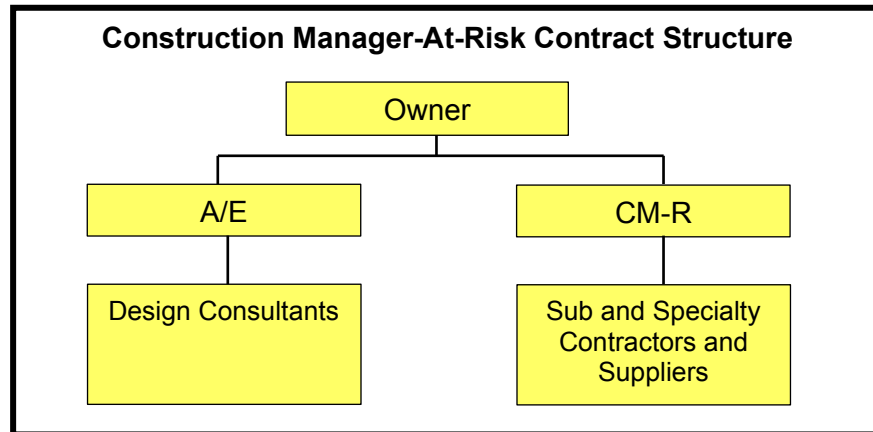
### Cons:

- 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 soon after 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 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 owner shortlists no more than five (5) firms to submit proposals and may interview all firms on this short list. 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 a 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 and approved by the owner, construction can begin. (If GMP is unacceptable, the owner can terminate the CM-R agreement and bid out the construction.) The GMP mitigates the owner's risk, the agreement 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 agreement.

### 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 is visible 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

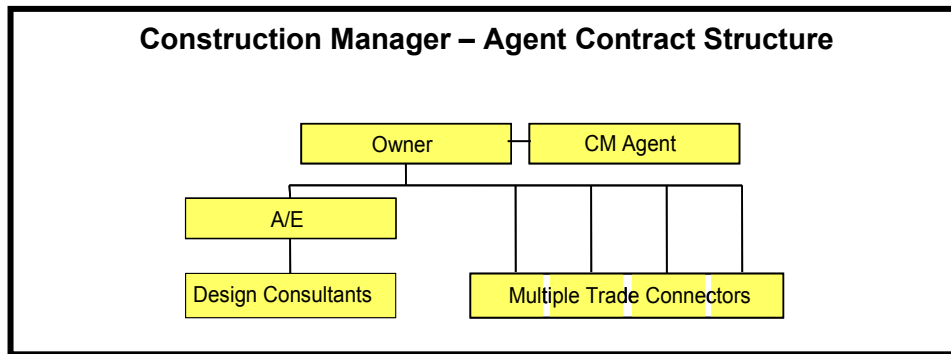
Cons:

- Two contracts for owner to manage
- Disagreements go through owner
- Owner typically 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 agreement with the owner as in the traditional process. CM-A is generally an experienced constructor who represents the owner in a fiduciary capacity throughout the project and is 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

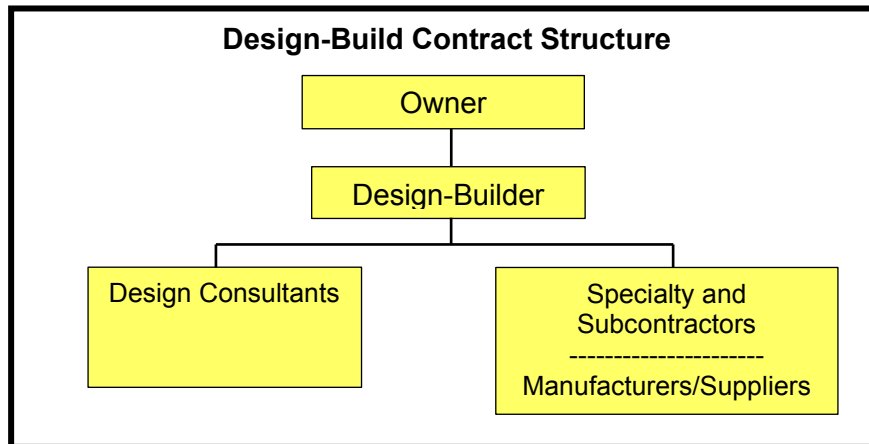
### Cons:

- No protection for the owner through a GMP
- Multiple trade agreements are a burden for the owner
- Two prime agreements and potentially multiple construction 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 agreement. A DB is typically a team of an A/E and Contractor with either or both firms (as a joint venture) holding the agreement with the owner. It offers single source accountability and has the advantage of the designer and builder working together through all phases of the project. In order to solicit for DB services, the Institution must first prepare a Design Criteria package. The Design Criteria package must specify criteria the Institution considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as applicable. Preparation of a Design Criteria package may require the Institution to engage in the services of a separate A/E.

The owner solicits for DB's through a two-phase process. First is the RFQ which assesses the qualifications, capabilities, capacity, and reliability of the responding DB teams. The owner shortlists no more than 5 respondent teams to proceed to the second phase. The Institution may also interview the respondents prior to proceeding to the second phase. The second phase involves the request of and 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. No A/E fee proposals are permitted. 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 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 and approved by the owner, construction can begin. (If the GMP is unacceptable, the owner 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
- 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 is visible 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 CM-R)

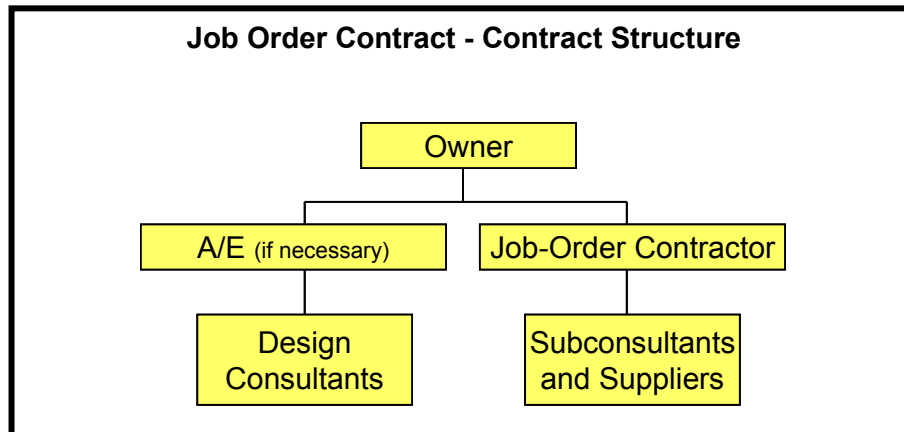
Cons:

- Owner must have a Design Criteria package for the project, prepared by a separate A/E, in advance of soliciting for a DB
- Hiring an A/E for the Design Criteria package and preparing the package will add time to the project
- 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      Instructions for Completing the Overview of Active Capital Projects in W-Desk**

Standard project reporting requirements to be used in completing the quarterly reports in the Workiva W-Desk Report platform are as follows:

**Total Project Cost:** State the Total Project Cost (TPC) as of the report date.

- At the outset of a project the TPC should be based on the approved Capital Improvements Programs entry then adjusted, if necessary, to reflect best estimate of the anticipated TPC.
- The TPC shall be confirmed upon approval of the Design Development Submittal.
- The TPC shall be adjusted to match the Final Report when that report is presented to the Board of Regents.
- Enter the funding source values, as appropriate:
  - Institutional: Consists of Higher Education Funds (HEF) and/or Auxiliary or Unexpended
  - Institutional Debt = TSUS Bonds

**Phase:** Use the pull-down menu to select the current phase of the project. The pull-down options listed below are intended to be chronological and their basic definitions include:

- Planning: Early project activities conducted prior to the preparation of a Program of Requirements or Project Scope Statement.
- Programming: The period in which a Program of Requirements or Project Scope Statement is prepared.
- Procurement: The procurement of design services. This phase is not intended for the procurement of construction services, with the exception of Design-Build services procurement.
- Schematic Design: As defined by the A/E Agreement. This phase concludes upon submittal of the Certificate of Compliance and the issuance of a Notice to Proceed (NTP) to the Design Development phase.
- Design Development: As defined by the A/E Agreement. This phase concludes upon submittal of the Certificate of Compliance and the issuance of an NTP to the Construction Document phase.
- Construction Documents: As defined by the A/E Agreement. This phase concludes upon the issuance of an NTP to the Construction phase.
- Construction: This phase begins with the NTP and concludes upon achieving Substantial Completion. The Construction phase may begin prior to the completion of Construction Documents under CMR and DB agreements.
- Close Out: The period of time between Substantial Completion and the satisfaction of all contract requirements, allowing for final payment to the contractor and A/E.
- Completed: All work is complete, all closeout documentation has been submitted in good order and accepted, and all final payments have been processed.

**Authority:** Use the pull-down menu to select the authority under which the project is being executed. Refer to the TSUS Policies and Procedures Manual for Planning and Construction (PMP&C)— Section 2 Project Authority. The pull-down options and their basic definitions include:

- Delegated: Project delegated by the Chancellor to the Component. (PMP&C Section 2.2)
- President: Projects that fall within the President's Authority. (PMP&C Section 2.9)
- System: Projects with a TPC of less than \$8,000,000 that have not been delegated and fall outside a President's authority.
- Board of Regents: All projects with a TPC of \$8,000,000 or larger.

**Architect/Engineer:** The firm, licensed in the State of Texas, providing professional architectural and/or engineering services under an agreement with the Component or TSUS.

**Design Development Submittal Approval Date:** The date on which the design development submittal is approved by the Board of Regents, Chancellor, or President (or designee) per the appropriate authority level.

**Contractor:** The firm, licensed to do business in the State of Texas, providing construction or construction management services under an agreement with the Institution, or TSUS.

**Construction Start Date:** The date of the Notice to Proceed to Construction.

**Substantial Completion Date:** The Substantial Completion date stated in the Owner/Contractor Agreement, as otherwise formally revised by a Change Order, or the date stated in the actual Certificate of Substantial Completion.

**Percentage of Construction Complete:** The percentage complete based on current construction pay application as verified by the Institution.

**Upcoming Major Milestone:** Use the pull-down menu to select the next phase of the project. The pull-down options listed below are intended to be chronological. Their basic definitions are as stated under the “Phase” instructions, above.

- Planning
- Programming
- Procurement
- Schematic Design
- Design Development
- Construction Documents
- Construction
- Close Out: This is the final milestone for all projects performed under a President’s or Delegated authority. See Additional Notes section below for further instructions.
- Final Report: This milestone only applies to projects performed under the Board of Regents or System authority. It should be used when the Final Report document is scheduled to be submitted as an informational item in the next Board of Regents meeting, or for a System project, when the Final Report’s submittal to the System is imminent. See Additional Notes section below for further instructions.

**Project Description:** Provide a brief description of the project scope. Note that this description should remain static unless a significant change is made to the project scope.

**Scope Status:** Use the pulldown menu to select the “traffic signal” color that best matches the current state of the project scope. Note that this metric is only used after the Design Development phase is completed. (For Delegated projects or those performed under a President’s Authority that do not include milestone Design Development phases, Institutions should report the Scope Status using their best judgment based on the terms of any contracts or other objective documents defining or governing the scope of work.) Use the following attributes to guide the selection:

- Metrics
  - GSF
  - Number of Stories
  - Number of Departments/Divisions
  - Other objective physical measure

- Traffic lights
  - Green: No change
  - Yellow: Substantial change
  - Red: Significant deviation from DD Submittal

**Schedule Status:** Use the pulldown menu to select the “traffic signal” color that best matches the current state of the project schedule. Note that this metric is only used after the Design Development phase is completed. (For Delegated projects or those performed under a President’s Authority that do not include milestone Design Development phases, Institutions should report the Schedule Status using their best judgment based on the terms of any contracts or other objective documents defining or governing the schedule for the work.) Use the following attributes to guide the selection:

- The schedule is first established at DD Submittal then re-established at GMP (or CSP).
- Metrics from DD to GMP, or CSP bid.
  - Use milestone dates in DD Submittal (Tab 8).
- Metrics from GMP, or CSP, to Substantial Completion.
  - For GMP based projects, use CPM Schedule in GMP (Tab 7), the subsequent Baseline Construction Schedule, and monthly Work Progress Schedule updates.
  - For CSP projects, use CPM Schedule incorporated into the agreement, the subsequent Baseline Construction Schedule, and monthly Work Progress Schedule updates.
  - Incorporate any schedule adjustments approved through Change Order(s).
- Traffic lights: Use the following as a guide or subjective judgment, if appropriate.
  - Green: on schedule or within one week of schedule
  - Yellow: two to three weeks behind schedule or if there are minor concerns on schedule
  - Red: over three weeks behind schedule or if there are major concerns on schedule

**Cost Status:** Use the pulldown menu to select the “traffic signal” color that best matches the current state of the project cost. Note that this metric is only used after the Design Development phase is completed. (For Delegated projects or those performed under a President’s Authority that do not include milestone Design Development phases, Institutions should report the Cost Status using their best judgment based on the terms of any contracts or other objective documents defining or governing the cost of the work.) Use the following attributes to guide the selection:

- Cost Status will be based on the Construction Cost Limitation (CCL) established at the end of the DD phase and will remain unchanged until GMP approval or awarded CSP bid.
- Metrics from DD to GMP or CSP bid.
  - Use CCL in DD Submittal.
- Metrics from GMP or CSP bid to SC.
  - Use GMP or CSP contract amount.
- Traffic Lights: Use the following as a guide or subjective judgment if appropriate. Note that excessive reliance on a CM’s Contingency or Buyout Savings contingency within a GMP is cause for concern and needs to be reported using Yellow or Red, depending on the severity.
  - Green: Within GMP or CSP contract amount
  - Yellow: Up to 5% over GMP or CSP contract amount
  - Red: Over 5% of GMP or CSP contract amount

**Additional Notes:** Insert any additional substantive information regarding the project’s current or forecasted status. Suggested notes to add for key milestone reporting:

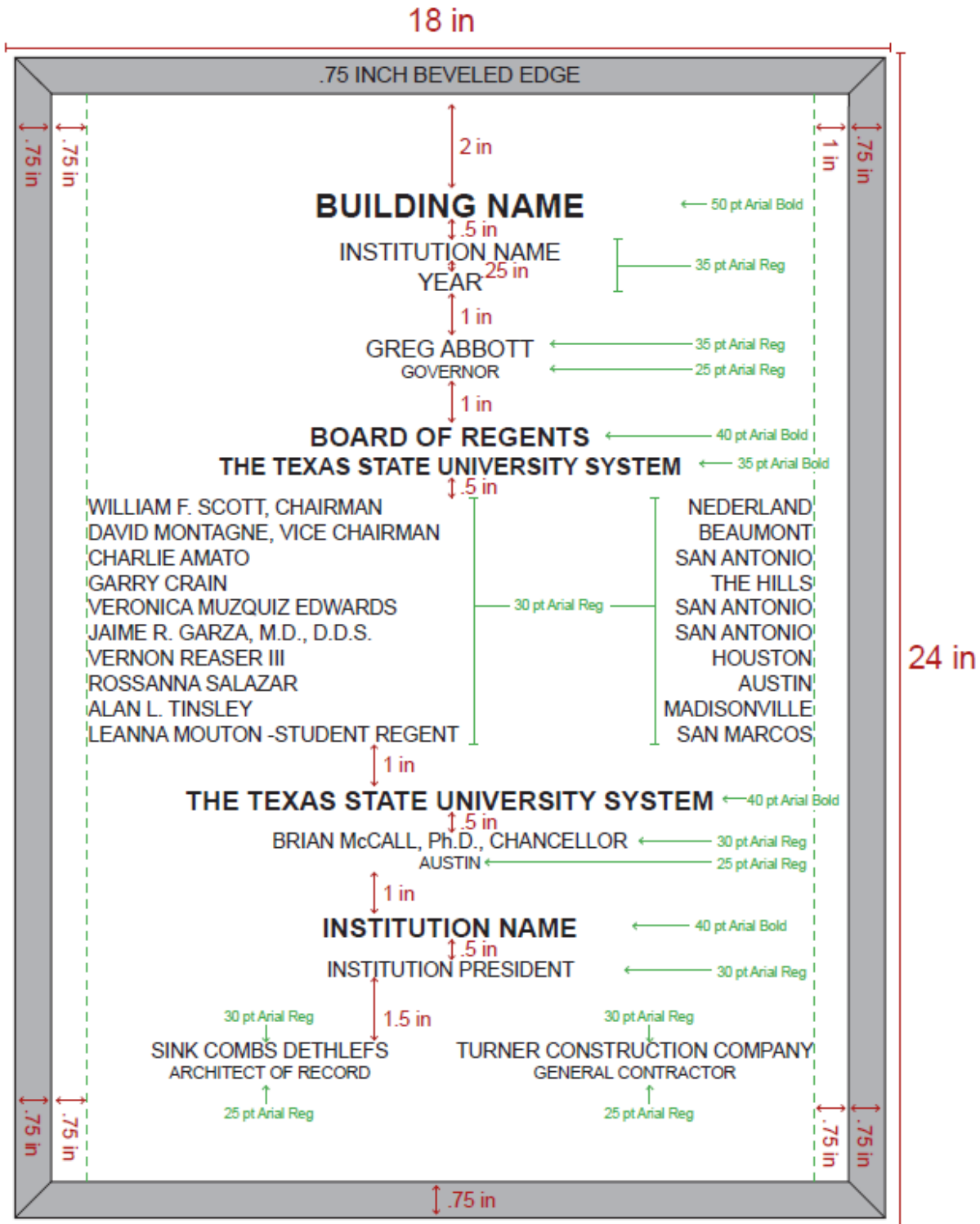
- Design Development Submittal: “The Design Development Submittal will be presented for approval at the

<<month / year>> Board Meeting.”

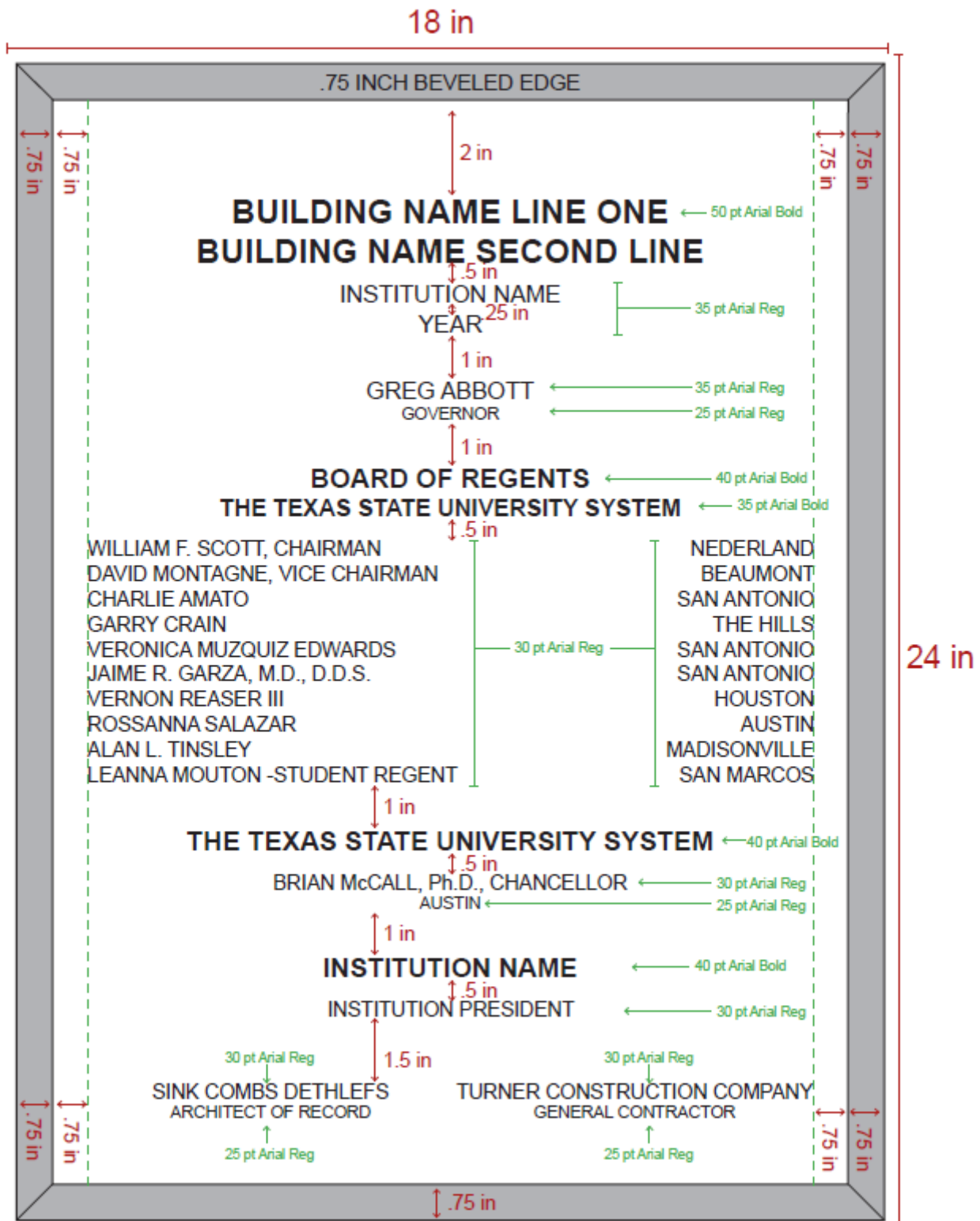
- CIP Additions/Amendments: “A Motion to <<add>> <<amend>> this project <<to>> <<on>> the <<year – year>> CIP is included with the materials for the <<month year>> Board Meeting.”
- Board of Regents or System authority project Final Report: “The Final Report is included with the materials for the <<month year>> Board Meeting.”
- Delegated Projects closeout: “A Delegated project close-out report has been submitted to System Administration.”

**Appendix 7 Building Dedication Plaque**

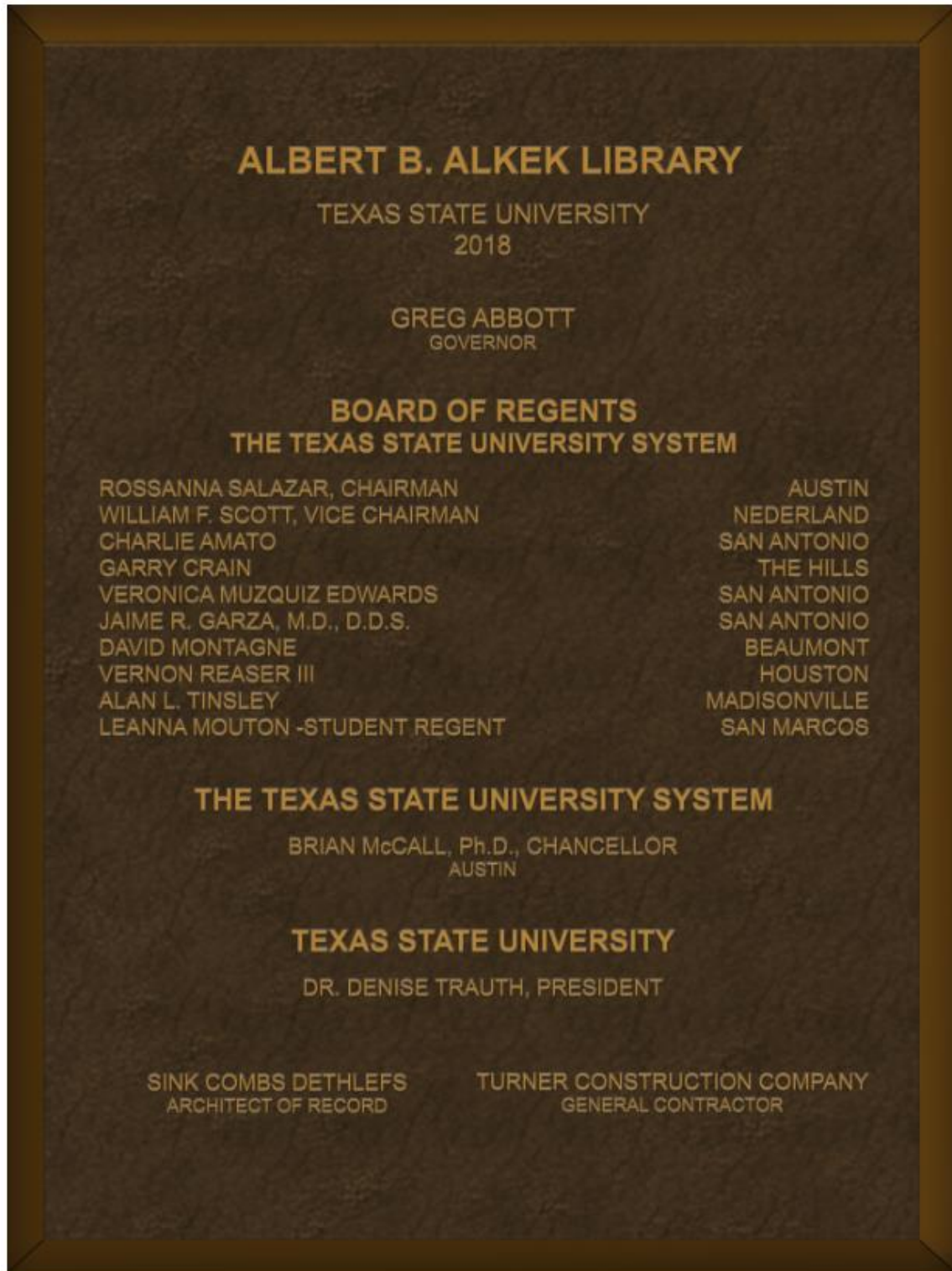
**SAMPLE PLAQUE MOCK-UP - BUILDING NAME ON ONE LINE**



### SAMPLE PLAQUE MOCK-UP - BUILDING NAME ON TWO LINES



**SAMPLE PLAQUE MOCK-UP - PHOTO-REALISTIC IMAGE**



**Appendix 8     Substantial and Final Completion Checklists** (Refer to appropriate form in the PMSS Forms Library)

**PRIOR TO SUBSTANTIAL COMPLETION INSPECTION**

1. Contractor's substantial completion punch list received.
2. One (1) copy 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 and DB 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 copy of Contractor's marked-up as-built drawings received.
3. Corrected preliminary copy of each instructional manual, maintenance, and operation manual.
4. Corrected preliminary copy of all written warranties and guaranties received.
5. All attic stock received in good order.
6. Substantial Completion form submitted to Office.
7. Final Contractor's HUB-PAR form submitted in good order.
8. All general condition receipts verified.
9. 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 received.
4. 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. State Energy Conservation Office ("SECO") Compliance Certification.

## **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. (Provide documentation establishing payment or satisfaction of all obligations noted.)
6. A/E certification that final payment application in good order.
7. Office approval of Substantial and Final Completion Checklists and Contractor's Final Payment Application.

## Appendix 9 Final Report Form



### FINAL REPORT FOR

Name of Project

Name of Institution

#### 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	\$ -	\$ -	\$ -	\$ -
CM Pre-Construction	\$ -	\$ -	\$ -	\$ -
Construction Contingency	\$ -	\$ -	\$ -	\$ -
Architect/Engineering	\$ -	\$ -	\$ -	\$ -
Programming	\$ -	\$ -	\$ -	\$ -
Furnishings and Equipment	\$ -	\$ -	\$ -	\$ -
Owner Contracted Services	\$ -	\$ -	\$ -	\$ -
Owner Provided Services	\$ -	\$ -	\$ -	\$ -
Project Contingency	\$ -	\$ -	\$ -	\$ -
Project Administration	\$ -	\$ -	\$ -	\$ -
Landscape Enhancement	\$ -	\$ -	\$ -	\$ -
Public Art	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

A/E AMENDMENTS TOTAL \$ -

#DIV/0! Percentage

CM CHANGE ORDER TOTAL \$ -

#DIV/0! Percentage

#### LIQUIDATED DAMAGES/SETTLEMENTS

Enter information

#### CHANGE ORDERS

No.	Description	Amount	Time Adjustment
	Enter brief description	\$ -	0
		\$ -	0
		\$ -	0
		\$ -	0
		\$ -	0
		\$ -	0
		\$ -	0
		\$ -	0
	Total	\$ -	0



#### HUB PARTICIPATION

Percent:

Amount:

#### SCHEDULE INFORMATION

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	1/1/2021	
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	1/1/2022	
Actual Completion Date	1/1/2022	
Difference Between Contract	0	

#### BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS

Enter information

#### APPROVAL BY AUTHORITIES HAVING JURISDICTION

Enter information

**NOTE:** Institution acknowledges that the submission of this Final Report formally initiates the project application process in the ICPS system for the Texas Higher Education Coordinating Board (THECB) within 90-days from the submission of this form.

For reference, please see the latest rule change from the following links:

[11-09-21 Chapter 17 Rule Changes related to Facilities Programs.pdf](#)

[Chapter 17 Rule Amendments 10-21-2021 IDEA Committee - Board Item V-H.pdf](#)

<http://www.txhigherdata.org/index.cfm?objectid=47EB64B0-D881-11E8-BB65-0050560100A0>

TSUS Form Rev. 8.13.2024

## **Appendix 10    Public Art**

### **Glossary**

**Artist:** An individual generally recognized by peers as a professional practitioner of the visual arts. The individual has a body of work, educational or long history of practice, experience, exhibit history, publication, and/or creation of artworks.

**1% allocation:** 1% of the Construction Cost Limitation which is set aside for the commission or acquisition of public art.

**Artwork:** An aesthetic creation of permanent or temporary medium or combination of media resulting from the skill and creativity of an artist or artists.

**Artwork budget:** 1% allocation minus administrative fees necessary to run the project.

**Committee on Public Art (CoPA):** The Committee on Public Art at each Institution is comprised of 5-8 individuals tasked with endorsing an artist or artists for each capital project. As stated in the Regents Rules, the President of each Institution is responsible for nominating or approving a majority of the CoPA.

**Commission:** A permanent artwork that is created by an artist(s) at the request of TSUS on behalf of an Institution for a specific site.

**Conservation:** The regularly scheduled examination, documentation, treatment, and preventative care of an artwork conducted by a professional art conservator.

**Deaccession:** The permanent removal of an artwork from the Collection by selling, donating, or destroying.

**Director of Public Art (Director):** The Director of Public Art manages the Public Art Program including all commissioned or purchased art acquisitions on behalf of each of The Texas State University System Institutions. The Director of Public Art directly reports to the Chancellor.

**Direct Select:** Procurement method where an artist is selected without an open call or invitation.

**Finalized Design:** Following the proposed design, the finalized design is submitted by the artist to the Director and includes a variety of items in preparation for building the artwork. Exact items included in the finalized design are outlined within each agreement, but may include a written narrative, renderings, working construction drawings ready to be stamped, proposed siting, sample materials, itemized firm budget and a current schedule.

**Invitational:** An invitational is a selection tool where several pre-selected artists are invited to submit paid proposals.

**Maintenance:** Routine care and repair of works of public art that do not require specialized expertise (i.e.: dusting, washing, changing lights, lubricating parts, etc.)

**Memorial:** A structure that is established to remember a person or people who have died.

Monument: A structure sited in a public location that is established to honor, preserve the memory of, or commemorate a deceased person(s), an event that occurred in the past, or an important idea that has shaped or impacted TSUS or an Institution's community.

Mural: A painting or other work of art executed on a wall or on a material adhered to a wall.

Open Call/Request for Qualifications (RFQ): An open call is a competitive selection tool where any eligible artist may submit their qualifications. A Call for Artists can also be a general term used to mean a request for artists to apply for a public art commission.

Percent for Art (PFA): A funding mechanism in which a certain percentage of capital project funds is set aside for the commissioning of public art.

Proposal or Proposed Design: An artist's preliminary ideas for their work based on limited understanding of the construction project. Exact items that are to be included are detailed in each request for proposal, but may include a narrative, diagram, maquette, timeline, and preliminary budget.

Public Art: Elements of a public place that are designed by a professional artist(s). Public art can be temporary or permanent and/or functional or non-functional. Public art can be stand-alone or be integrated into the architecture, landscape or infrastructure of public buildings, bridges, and/or parks. For TSUS, public art does not include mass produced work.

Regents Rule on Public Art: The TSUS rule on public art found in Chapter III 1.52 of Regents Rules.

Site Specific Art: Artworks that are inspired by and created to fit the exact context of a particular place.

System Public Art Collection: All artworks purchased using the 1% construction funds. This includes artwork on all campuses and at all seven Institutions. Institutions may have additional collections including museum collections, art department collections, and others.

## Public Art Program Project Brief

Project Name:

Project History or Scope:

Artwork Budget:

Artwork budget is all inclusive of artist fees, other consultants' and subcontractors' fees, insurance, engineering, materials, fabrication, transportation, installation (including any site modification), and post-installation documentation.

Site Plan & Potential Artwork Sites:

Potential Public Art Project Goal(s):

Selection Process/Solicitation type:

Eligibility Requirements:

- Age 18 or older
- Professional artist: A practitioner of visual and/or interdisciplinary arts, at any stage in their career, whose work is recognized by the critical arts community to demonstrate serious intent and ability, who has a body of work and has made art creation a focus of their practice.

Preferred Qualifications:

- Exhibited in a museum.
- Held in a museum collection.

Evaluation Criteria:

- The contribution an individual work of art can be expected to make to the Institution's educational mission, as well as to its existing campus and System-wide collection of public art.
- Artist's reputation or renown through an exhibition history or a provenance of being in public or private collections or museums.
- Artistic merit (quality, condition, rarity, provenance).
- Sensitivity to the social, environmental, historical, education and site contexts of each campus.
- Artist's track record of successful collaborative projects.
- Durability of the work, and the Institution's ability to assure proper long-term care of the work of art, including security, conservation and maintenance.
- Quality of presentation in proposed location.
- Alignment with campus master plan goals.
- Other factors as appropriate.

Timeline:

Commission awarded by	
Project Completion	

Note:

- Public art commissioned under the Public Art Program shall not include university logos.
- Unless specifically noted in the RFQ/P, commissioned artwork will not memorialize a specific person or person(s).

## Public Art Program Artist Selection

Capital Project:

1% Allocation:

Artwork Budget:

Selected Artist's Name:

Artwork Title:

Selection Process:

Meeting 1 (describe process)

Meeting 2

Committee on Public Art Selected Recommendation Justification:

Attached:

- ☐ (select all that apply)
- X Artwork Narrative
  - X Materials
  - X Design rendering with dimensions
  - X Rendering in situ
  - X Fabrication details
  - X Installation plan
  - X General budget
  - X Timeline
  - X Maintenance plan
  - X Resume

Director of Public Art Signature:

Date:

President Signature:

Date:

Chancellor Signature:

Date:

## Deaccession Request

Date:

Describe how legal right/title was confirmed:

What are the conditions for considering deaccession?

Condition report attached: Yes/No

Photos of the artwork attached: Yes/No

What method is recommended for removal? Relocation, donation, sale, or disposal.

Is an appraisal needed? If yes, please attach a current appraisal.

What course of action is recommended? When will the piece be removed? How? How will the community be involved?

List the names and titles of the persons recommending or approving the deaccession:

List accession, TAG, or ID number:

Recommendation date:

Presidential approval date:

Chancellor review:

De-accessioned from inventory date:

## **Appendix 11    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 12    Glossary of Acronyms Used in System Planning and Construction Policy Documents**

A/E	Architect/Engineer
CCAP	Capital Construction Assistance Project(s)
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 (Designated Institution representative)
POC	Point of Contact
RFP	Request for Proposals
RFQ	Request for Qualifications
THECB	Texas Higher Education Coordinating Board
TSUS	The Texas State University System
VC/CFO	Vice Chancellor and Chief Financial Officer