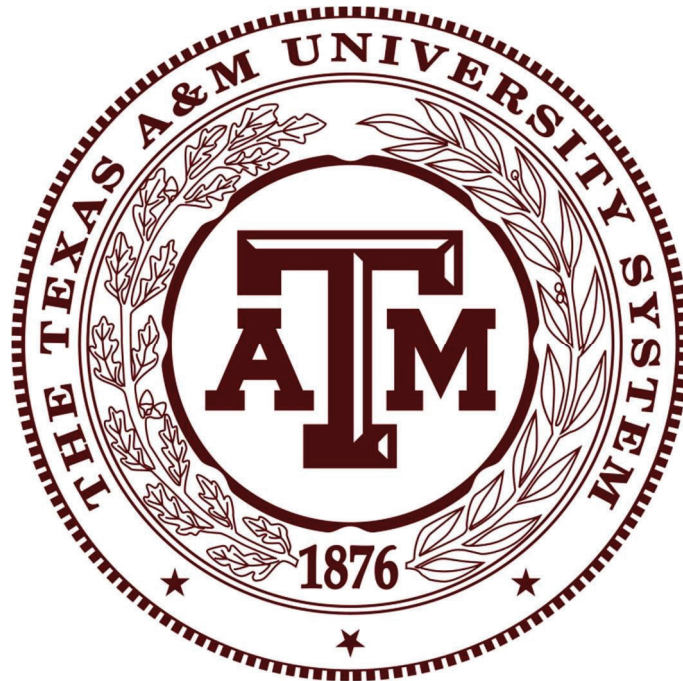


Developer Project Guidelines



The Texas A&M University System
Office of Facilities Planning & Construction
February 1, 2024

Introduction

The purpose of these guidelines is to explain the Office of Facilities Planning & Construction (“FP&C”) processes related to private entities (“Tenants”) developing a project (“Project”) on The Texas A&M University System (“A&M System”) lands under a ground lease or similar agreement. These guidelines are intended to be similar to a municipal building inspection department and will include plan reviews, building permits, inspections per plans and specifications relating to code enforcement, and a Certificate of Occupancy.

If requested by an A&M System Member (“System Member”), quality control/quality assurance inspections and master plan/aesthetic compliance may be included in our scope of services on a Project for an additional fee. These additional services are further described in Attachment A.

The following is a list of codes that all Tenants, Developers, and Contractors (collectively referred to herein as “Developer” unless otherwise specified) will be required to follow. Each general contractor(s) engaged by Developer for the Project hereinafter is referred to individually and collectively as the “Contractor.” The latest version of the code will apply at the time of permitting. The list is not intended to be a comprehensive list of all state and federal laws. It is the Developer’s responsibility to comply with all applicable state and federal laws.

- Life Safety Code, NFPA-101, as adopted by the Texas State Fire Marshal’s office
- Standard for Emergency and Standby Power Systems, NFPA 110, if applicable
- Uniform Fire Code, NFPA 1
- Standard for the Installation of Standpipe and Hose Systems, NFPA 14
- Standard for the Installation of Stationary Pumps for Fire Protection, NFPA 20
- Standard for the Installation of Private Fire Service Mains and Their Appurtenances, NFPA 24
- Texas Accessibility Standards (TAS), Texas Department of Licensing and Regulation Architectural Barriers Act, Chapter 469, Government Code American Disabilities Act, Part III, 28 CFR 36, 1991, U.S. Department of Justice
- Safety Code for Elevators and Escalators, ASME A17.1, ASME A17.2 & A17.3, Texas Department of Licensing and Regulation
- Storm Water Pollution Prevention Program, Texas Commission on Environmental Quality
- Asbestos, Lead Paint and Mold Requirements (if applicable), Texas Department of State Health Services
- International Energy Conservation Code, International Code Council, Inc.
- Water Efficiency Standards for State Buildings and Institutions of Higher Education Facilities
- International Building Code, International Code Council, Inc. (Only sections and/or criteria not addressed by Life Safety Code apply)

- International Mechanical Code, International Code Council, Inc.
- International Plumbing Code, International Code Council, Inc.
- National Electric Code, NFPA-70
- National Fire Alarm and Signaling Code, NFPA-72 if fire alarms are installed
- Standard for the Installation of Sprinkler Systems, NFPA-13 or Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height, NFPA-13R if sprinkler systems are installed

Prior to construction, the Developer must submit the construction documents and other information identified below for plan review and permitting. Once the submittal is complete and plan review fees are paid, the construction documents will be reviewed, comments provided, back-checked as needed, and final approval provided. Upon final approval, payment of building permit fees, and the receipt of documents as required herein, the Developer may obtain a building permit to start construction. The Developer must conduct a preconstruction meeting at which the construction inspection process, utility outages, storm water pollution prevention plan, submittal and project documentation, quality control/inspection requirements, and any other construction processes are reviewed.

If the construction documents are revised after a building permit is issued, the revised documents must be submitted for review and approval.

If the construction is divided into one or more segments (such as site work, foundation, building shell, and interior finish out), each segment will receive a unique permit and inspections. A Certificate of Occupancy will be issued after interior finish out.

Plan Review and Building Permit

The following items are required for plan review and permit approval:

Initial Review

- For initial code review, submit Permit Application;
- Submit the two 100% complete hard copy full size sets of required scaled and dimensioned plans and one ½ size hard copy set, specifications and any other accompanying data. In addition, submit one digital file with each drawing in its own file with drawing name and number that does not change through the life of the Project;
- Provide contact list for Developer and their design and construction team; and
- Pay the permitting fee.

Final Review

- For final permit approval, submit the final Permit Application (if necessary);
- Submit two 100% complete hard copy ½ size set scaled and dimensioned plans, specifications, any other accompanying data listed below and responses to all of the review comment sheets. In addition, submit one digital file with each drawing in its own file having drawing number and sheet name labeled with the Project name, the A&M System Project number and campus;
- Provide written acknowledgment that the Project will comply with TCEQ requirements for a storm water permit through the entire duration of the Project;
- Provide proof of the insurance required herein;
- Provide the Notice of Commencement required herein;
- Provide payment and performance bonds with the A&M System as dual obligee as provided herein;
- Provide the Texas Accessibility Standards plan review with Project registration number;
- Provide the Federal Aviation Administration (FAA) clearance documentation from the agency's Obstruction Evaluation Group, as applicable;
- Provide the asbestos survey (for renovations); and
- Provide the energy code compliance documentation, such as COMCHECK.

All construction drawing submittals to include the following, as applicable:

- Title sheet with names of Developer, architect, and all engineers, along with addresses, phone and fax numbers, and email addresses
- Site plan/civil plan and details including Storm Water Pollution Prevention Plan (SWPPP) and drainage plan
- Traffic Impact Study with all designs that impact adjacent roadways
- Foundation plan and details
- Demolition plan and existing floor plan
- Floor plans and details
- Room finish, door and window schedules
- Structural plans and details
- Geotechnical report
- Exterior elevations and roof plan
- Plumbing, Mechanical, and Electrical plans and details
- Fire protection plans and details
- Energy code compliance information

Allow ten (10) working days for review of 100% construction documents, dependent upon the complexity of the Project.

Payment bonds must conform to the bond requirements to pay liens or claims related to a mechanic's, contractor's, or materialman's lien. Performance bond must be in an amount equal to the amount of the contract for the protection of the A&M System and conditioned on the faithful performance of the Developer's/Contractor's work in accordance with the plans, specifications, and contract documents.

Ninety (90) days before the date construction on the Project begins or no later than the submittal of the initial permit application, the Developer/Contractor must provide FP&C with a Notice of Commencement that:

- identifies the public property where the work will be performed;
- describes the work to be performed;
- states the total cost of the work to be performed;
- states the site development cost to be performed broken out from the total cost;
- includes the company and certifications/qualifications of the Special Inspectors;
- includes copies of the performance and payment bonds; and
- includes a written acknowledgment signed by the Developer/Contractor stating that copies of the performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

FP&C will not issue a permit for the Project until all of the above requirements have been met.

Insurance

Please note, the insurance contract language below is a standard template to be used as a base for all vendor contracts with The Texas A&M University System and/or its members as well as third party facility users of System Member property. Contracts may require variances depending on the specifics of the contract. If such variances are required, please contact System Risk Management so an evaluation and potential modification to the insurance requirements can be considered. Otherwise, the following will apply.

Developer must obtain and maintain, for the duration of the Project or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage must be written on an occurrence basis. All coverage must be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the A&M System will not be deemed or construed to have assessed the risk that may be applicable to Developer with regard to the Project and any agreements related thereto. Developer must assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

Developer is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System, FP&C, and System Member at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
1. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

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| 2. <u>Automobile Liability</u> | |
| Business Auto Liability Insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage. | |
| 3. <u>Commercial General Liability</u> | |
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations | \$2,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$300,000 |
| Medical Payments | \$5,000 |

The required commercial general liability policy will be issued on a form that insures Developer’s, Contractors’, and/or its subcontractors’ liability for bodily injury (including death), property damage, personal injury, and advertising injury assumed under the Project and any agreements related thereto.

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| 4. <u>Architect/Engineer Professional Liability (Errors & Omissions)</u> | |
| The Architect/Engineer must maintain Professional Liability insurance covering wrongful acts, errors, and/or omissions, including design errors of the Architect/Engineer for damages sustained by reason of or in the course of performance under the relevant | |

agreements related to the Project for three (3) years after the Project is substantially complete. The Professional Liability insurance must be in an amount based on the value in the relevant contract, in this case: (determined by the Guidelines in the following chart)

Guidelines

Project Cost	Limits
\$0-\$20,000,00	\$1,000,000 each claim/\$2,000,000 aggregate
\$20,000,001-\$60,000,000	\$2,000,000 each claim/\$4,000,000 aggregate
\$60,000,001-\$90,000,000	\$3,000,000 each claim/\$6,000,000 aggregate
\$90,000,001-\$120,000,000	\$4,000,000 each claim/\$8,000,000 aggregate
\$120,000,001-higher	\$5,000,000 each claim/\$10,000,000 aggregate

5. Umbrella/Excess Liability Insurance

For a Project whose value exceeds \$10,000,000, Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and be no less broad than and “following form” of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured. Note: Limit amount must be adequate to cover A&M System’s exposure. Appropriate limit will depend on the scope of the Project. Contact System Risk Management for further guidance.

6. Builders Risk/Installation Floater. Developer or Contractor must obtain All Risk Builder’s Risk Insurance coverage (or All Risk Installation Floater for instances in which the Project involves solely the installation of equipment) for the Project. Coverage is determined by the Project’s Contract Sum, as detailed below.

Builders Risk Requirement for Projects with a Contract Sum of less than \$20 million:

A) Developer or Contractor must purchase and maintain in force builders risk insurance on the entire Project. Such insurance must be written in the amount of the Project’s original Contract, plus any subsequent Change Orders, and plus the cost of materials supplied or installed by others, comprising the Total Value for the entire Project. The insurance must apply on a replacement cost basis with no coinsurance provision. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project. (If Installation Floater, limit must be equal to 100 percent of the Contract cost.)

- B) This insurance must name as insureds A&M System, System Member, Tenant, Developer, Contractor, and all its Subcontractors and sub-subcontractors on the Project.
- C) Builders risk insurance must be on an “all risk” or equivalent policy form and must include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.
- D) This insurance must cover the entire work at the Project as required in A) above, including, but not limited to, the following:
- Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework, and temporary buildings
 - Offsite Storage
 - Portions of the work in transit
 - Debris removal
 - Extra Expense
 - Expediting Expenses
 - Demolition and Increased Cost of Construction
 - Pollutant Clean-Up and Removal
 - Trees, Shrubs, Plants, Lawns, and Landscaping (if applicable)
 - Errors & Omissions (applicable to purchase of Builders Risk policy only)
- E) This insurance must not contain an occupancy clause suspending or reducing coverage should occupancy or beneficial occupancy begin before the A&M System, System Member, or Tenant, as the case may be, has accepted Final Completion.
- F) This insurance must be specific as to coverage and must be primary to any permanent insurance or self-insurance that may be maintained on the property by Tenant, System Member, or A&M System.
- G) This insurance must include a waiver of subrogation in favor of A&M System, System Member, Tenant, the Developer, the Contractor, and all its Subcontractors and sub-subcontractors on the Project.
- H) As applicable, Flood deductible must not exceed \$250,000 for Zone A, \$100,000 for Zone B, and \$50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible must not exceed 2% of the Project values in place at the time of the loss.
- I) Before the commencement of the work, Developer or Contractor must provide to A&M System, FP&C, and System Member an accurate certificate of insurance that provides

specific evidence of all requirements. A copy of the policy itself must be provided within 30 days after request.

Builders Risk Requirement for Projects with a Contract Sum Equal to or Greater Than \$20 million:

- A) Developer or Contractor must purchase and maintain in force builders risk insurance on the entire Project. Such insurance must be written in the amount of the Project's original Contract, plus any subsequent Change Orders, and plus the cost of materials supplied or installed by others, comprising the Total Value for the entire Project. The insurance must apply on a replacement cost basis with no coinsurance provision and must include a margin clause of plus/minus 10% on Project value. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. A sublimit of \$50 million or the Total Value of the Project, whichever is less, is acceptable for Earthquake perils. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project. (If Installation Floater, limit must be equal to 100 percent of the Contract cost.)
- B) This insurance must name as insureds A&M System, System Member, Tenant, Developer, Contractor, and all its Subcontractors and sub-subcontractors on the Project.
- C) Builders risk insurance must be on an "all risk" or equivalent policy form and must include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.
- D) This insurance must cover the entire work at the Project, including, but not limited to, the following:

<u>Coverage</u>	<u>Minimum Limit Required</u>
Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings	\$1 million
Offsite Storage	Sufficient to cover the anticipated maximum values stored offsite.

Portions of the work in Transit	Sufficient to cover the anticipated maximum values in transit.
Debris Removal	25% of Physical damage amount subject to maximum of \$5 million or 25% of Total Value of Project whichever is higher.
Expediting Expenses	\$1 million
Extra Expense	\$5 million
Demolition and Increased Cost Of Construction	\$2 million or 10% of Total Value of Project whichever is higher.
Pollutant Clean-Up and Removal	\$250,000
Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)	\$2,500 per item subject to a maximum of \$1 million.
Errors & Omissions (applicable to purchase of Builders Risk policy only)	\$2.5 million

- E) This insurance must not contain an occupancy clause suspending or reducing coverage should occupancy or beneficial occupancy begin before A&M System, System Member, or Tenant, as the case may be, has accepted Final Completion.
- F) This insurance must be specific as to coverage and must be primary to any permanent insurance or self-insurance that may be maintained on the property by Tenant, System Member, or A&M System.
- G) This insurance must include a waiver of subrogation in favor of A&M System, System Member, Tenant, Developer, Contractor, and all its Subcontractors and sub-subcontractors on the Project.
- H) As applicable, Flood deductible must not exceed \$250,000 for Zone A, \$100,000 for Zone B, and \$50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible must not exceed 2% of the project values in place at the time of the loss.
- I) Before the commencement of the work, Developer or Contractor must provide to A&M System, FP&C, and System Member an accurate certificate of insurance that provides

specific evidence of all requirements. A copy of the policy itself must be provided within 30 days after request.

Developer will deliver to FP&C, System Member, and A&M System evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of the relevant Project document(s) and prior to the issuance of any permit by FP&C or the commencement of construction. Additional evidence of insurance must be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal. Certificates of Insurance, Additional Insured Endorsements and renewals as required herein and under the applicable Project documents must be emailed to System Member, FP&C at FPC@TAMUS.EDU, and to the A&M System at SREO@TAMUS.EDU.

All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and System Member as Additional Insureds up to the actual liability limits of the policies maintained by Developer. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System, and System Member. No policy will be canceled without unconditional written notice to FP&C, System Member, and A&M System at least ten (10) days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to FP&C, System Member, and A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required hereunder.

Any deductible or self-insured retention must be declared to and approved by A&M System and System Member prior to the issuance of any permit by FP&C or the commencement of construction. Developer is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

The insurance coverage required hereunder must be kept in force until all services have been fully performed and accepted by A&M System in writing, unless otherwise approved by A&M System in writing.

Inspections

The total number of inspections for a Project will vary based on its scope and complexity. The normal level of service inspections will be performed within five (5) working days from the time the request is made by the Developer or their Contractor. Inspections will be made between 8 AM and 5 PM Monday through Friday. Inspections are listed on Attachment B. Additional inspections may be required as determined by FP&C.

For inspections resulting in punch list, the Developer or Contractor will provide a punch list to the inspector. All final punch list items are to be provided back to the inspector for proofing and verification prior to the list being issued as “final.” The Developer’s onsite representative is required to sign off on each item to certify that all punch list items are completed prior to verification and acceptance by the inspector.

In addition, the Contractor is required to keep a deficiency log on site for periodic review by the inspector.

When requesting an inspection, the type of inspection, trade making the request, the building area for inspection, and the date and proposed time need to be included on a Contractor’s Work Inspection Request form (attached hereto as Attachment C).

Developer must coordinate any inspections required by utility providers or other state agencies with those entities. Developer must submit copies of all inspections within 48 hours of the inspection to the FP&C project management system at a file location directed by the FP&C building official.

Should the Developer wish to have accelerated inspections beyond the normal level of service, then a fee will be negotiated with the A&M System.

The typical “green and red tag” system will be used in a manner similar to a municipality.

The Developer must not inhibit the Authority Having Jurisdiction (AHJ), Environmental Health and Safety, or any A&M System Risk Management or FP&C representatives from coming onto the construction site for any type of observation or inspection, including but not limited to observations and inspections related to the enforcement of environmental, fire, and life safety requirements. This applies to all projects on A&M System land, including campuses outside of College Station. Additionally, FP&C or designated representatives must not be barred from any Developer or Contractor meeting.

Required Documents

In addition to the required inspections that will be performed by FP&C, the Developer must submit documentation that the following tests have been performed, and that the system(s) tested have been determined to be in compliance with applicable codes or engineering standards (the “Required Documents”):

- Plumbing health department testing - Report for Bacteria
- Fire Alarm Testing, Automatic Sprinkler System, Standpipe and Fire Pump (witnessed by the AHJ)
- State Elevator Inspection
- Record Drawings, ASIs, RFIs, Construction Materials Testing Reports, Testing and Air Balancing, and Envelope Testing Reports
- TDLR/ADA
- SWPPP
- Lightning Protection Certification
- Backflow Prevention Certification
- NFPA testing of Emergency Lighting and Generator (witnessed by the AHJ)
- Gas line Pressure Test Certification
- Asbestos-free certification, as required by TDSHS, must be signed by the registered architect or licensed engineer on the Project and must be accompanied by Safety Data Sheets (SDSs) for all materials used on the Project that could potentially be asbestos-containing
- Evidence that the Notice of Termination has been filed with TCEQ
- Fume hood certification reports
- Any other tests required in the Developer’s specifications or contract documents
- Reports of Special Inspections

Stock/Fixture Application

An Application to Stock/Fixture/Move-in Prior to Issuance of a Certificate of Occupancy may be requested by the Developer/Contractor if needed. Prior to the Stock/Fixture Application approval, all electrical, fire, and life safety items must be inspected, any noted deficiencies corrected and accepted, a passing bacteriological water test must be submitted, the Texas Accessibility Standards inspection must be completed, and only a reasonable punch list of general inspection items, in the opinion of the building official, may remain with a firm completion date established. The approval of the Stock/Fixture Application in no way conveys that business may be conducted in or allows public access to the facility.

Certificate of Occupancy

Upon completion of construction of the Project, the Developer must provide FP&C with: (1) an affidavit of completion pursuant to Section 53.106 of the Texas Property Code; (2) full and final releases and waivers of mechanics liens executed by the Contractor and all subcontractors; (3) copies of all shop drawings, amendments to plans, and other plans and specifications for the Project; (4) any “as built” plans of the improvements for the Project; and (5) all other test results, inspections, and other close-out documents determined by the building official (collectively, the “Close Out Documents”).

When TAS inspection has occurred, the Close Out Documents and Required Documents have been provided to FP&C, and all code related deficiencies are addressed, including successful completion of all required inspections, FP&C will issue a Certificate of Occupancy.

Fee

If the Project is being financed, an initial review fee will be five percent (5%) of the total calculated fee and will be due at the time the Building Permit Application and drawings are submitted to FP&C. The balance of the fee will be due at closing. For shell buildings with future build out, 80% of the fee calculated for full buildout will be due at closing with the balance due at final permitting. Should a development be segmented, then each segment will be treated independently as though it is a new project and new fees and a new Building Permit Application will be required.

The inclusive method for the calculated development fee is as follows:

- The International Code Council’s Building Valuation Data which has been localized for the A&M System may be updated in six-month intervals. (Ref: <https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/>).
- Square footage of the facility.
- 1.5% of any site development cost (if applicable) from the actual bid or A/E team’s sealed estimate.
- Construction Classification and Occupancy Group.
- A cost per square foot multiplier determined by FP&C to reflect local costs: (Ref: <https://assets.system.tamus.edu/files/fpc/pdf/CostPerSquareFootforConstructionTypes2020.pdf>)

An additional fee must be paid to FP&C for re-inspection of any of the required inspections identified in Attachment B that fail or are cancelled within twenty-four (24) hours of the inspection time. The fee for FP&C re-inspections will be \$1,250. If a third party vendor is performing an

inspection under an FP&C contract and a re-inspection is required, the Developer will be responsible for the actual cost as invoiced by the vendor.

Field Office and Parking

For non-College Station locations, the Developer, at no cost to FP&C, will provide field office space inside of the Developer's trailer(s) for an FP&C inspector. For all projects, a minimum of three (3) parking spaces must be designated for FP&C inspectors.

General

All Project related correspondence (emails, inspection requests, reports, etc.) must include the A&M System Project number, Project name and an abbreviated description in the subject area.

The Developer will be responsible for submitting and obtaining clearance documentation from the FAA for both the proposed facility and construction crane(s) from the FAA's Obstruction Evaluation Group. Reference is made to the following FAA website for applicability and procedure: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

Revision Tracking

DATE	REVISION DESCRIPTION	INITIALS
June 1, 2012	First time issued.	BMK
August 12, 2013	General Updates, Codes, Insurance, Inspection List.	BMK/HJ
September 13, 2013	Updated Code references, Fee schedule, Inspection List.	BMK
December 6, 2013	Updated Insurance Requirements.	BMK/HJ
November 25, 2014	Added field office requirements, FM Global reviews, added General Section, added FAA requirements.	BMK
August 10, 2015	Added NFPA 1 as code requirement; added that fire system and emergency generator testing is to be witnessed by the AHJ; added preparation of punch list responsibilities, revised re-inspection fees.	BMK
November 3, 2015	Added Optional Attachment B “Project Management / Inspection Authority and Responsibilities for Developer Built Projects”; update insurance requirements.	BMK
April 18, 2016	Added Attachment C “Affidavit for Solicitation and Selection of Contractors”; updated code references; updated fee information.	BMK
October 11, 2018	Added updated code references, fee determination; insurance provisions	BMK
February 28, 2019	Deleted FM Global; Clarified Fee determination	BMK
February 1, 2024	Significant re-write and re-organization, including but not limited to: Updates to: insurance, definitions, initial and final review requirements, inspections, required documentation, Certificate of Occupancy requirements, exhibits; Revisions to address changes in statute, including those regarding Payment and Performance Bonds; Removal of contractor solicitation and selection requirements; and general updates throughout	PS/PAR

ATTACHMENT A

Project Management/Inspection Authority and Responsibilities for Developer Built Projects

Attachment A will apply only as indicated in the lease agreement and at the option of The Texas A&M University System (A&M System). Otherwise, these services will not be typically provided.

A project manager and/or project inspector (PM Team) for Developer-built projects provide assurances and delivery of the project goals and related performance requirements on behalf of, and for the benefit of, the A&M System and the System Member. The inspector must coordinate inspection and drawing review services with the FP&C Project Manager, the System Member and the Developer/Contractor during the design and construction. Inspection services and practices are intended to ensure compliance with current building codes listed in these Developer Project Guidelines.

The PM Team's services include observing the commissioning of all applicable methods, materials, equipment, and systems affecting the contract specification to include:

a. Pre-construction Phase

- Participate in the design phase to become familiar with the Project on an as-needed basis.
- Review design documents, drawings and specifications for constructability, scheduling, consistency and coordination.
- Provide plan checking for conformance to applicable code requirements and review with users to check for conformance with the scope requirements

b. Construction Phase

- Advise the System Member of any trends that affect completion of the Project.
- Attend progress meetings (at least monthly) and insure that the contractor provides and distributes minutes of the meetings.
- Maintain a thorough knowledge of the plans and specifications, personally observe, check, and measure items placed in the construction for compliance to the contract documents, supplemental instruction from the project Architect/Engineer and support the quality control efforts of the Developer's engineering team.
- Establish and maintain communication protocol among System Member staff, the Developer, the design team and the Contractor.
- Review and comment on submittals in e-Builder for completeness and accuracy.
- Review proposed change orders (if applicable) and advise the System Member as to reasonableness.
- Maintain a diary in e-Builder describing general events, noting problems and unusual events.

- Review drawings for operation needs and conformance to the design.
- Review RFIs for potential changes or potential instructions to the contractor to insure conformance with code, operation needs and conformance to the design intent.
- Review Contractor Quality Control (QC) daily reports for accuracy and completeness.
- Take appropriate photographs that document construction progress and problems, such as capturing items that will not be seen later in e-Builder.
- Verify the Contractor's implementation of the SWPPP.
- Review and verify the Contractor's Project record drawings are updated to reflect all changes at the end of the Project.
- Provide inspections of the construction, including:
 1. Inspect the work of the Contractor for progress, workmanship, and conformance with the approved contract documents and applicable codes and regulations.
 2. When work is found to be in non-conformance, document the deficiencies in e-Builder and promptly provide notification of the deficiencies to the System Member, the Developer, the design team and the Contractor.
 3. Issue inspection deficiency list to the System Member with a copy to the Developer, the design team and the Contractor. Conduct re- inspections to verify that the deficiencies have been corrected.

c. Close-Out Phase

- Coordinate close-out procedures, including transfer of complete project record drawings to the System Member.
- Verify all required O&M manuals, warranties, guarantees, and close-out requirements are complete and in compliance with the contract documents.

ATTACHMENT B

General and Special Inspections for Developer Managed Projects

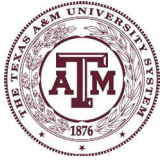
(INSERT TAMUS PROJECT NUMBER AND NAME HERE)

	[Insert Developer Name Here]			TAMUS		Comments
	Contractor Quality Control	Special Inspectors per Code/Specifications (See Note 4)	Architect/Engineer Team	Building Inspection (TAMUS Inspection Team)	Fire & Life/Safety (TAMUS Inspectors)	
V - Verify (See Note 3) PR - Periodic Observation/Site Review P - Punchlist I - Inspection						
Plumbing						
Plumbing wall rough-in (domestic water, sewer)	V		PR	I		
Plumbing above-ceiling rough-in	V		PR	I		
Plumbing underground (water, sewer and storm sewer)	V		PR	I		
Plumbing cover-up	V		PR	I		
Plumbing final	V		P	I		
Mechanical						
Mechanical rough-in (incl. ductwork, wiring and HVAC units)	V		PR	I		
Mechanical cover-up	V		PR	I		
Pumps	V		PR	I		
Drives	V		PR	I		
Hydronic Piping	V		PR	I		
Mechanical underground	V		PR	I		
Mechanical final	V		P	I		
Electrical						
Electrical Rough-in (incl. entire elec. System, data, grounding and any other electrical system referenced in specifications)	V		PR	I		
Switchgear, HiPOT, Mega-Ohm, circuit breaker response times	V	I	P		V	
Electrical underground	V		PR	I		
Electrical Final	V		P	I		
Gas						
Underground	V		PR	I		
Rough-in	V		PR	I		
Rough-in coverup	V		PR	I		
Gas piping final	V		P	I		
Fire & Life Safety						
Fire Sprinkler entry	V		PR	PR	I	
Fire sprinkler hydro test	V			PR	I	
Fire Alarm systems final	V			PR	I	
Automatic Sprinkler and Standpipes	V		PR	PR	I	
Emergency Lighting	V		PR	PR	I	
Exit Signage	V		PR	PR	I	
Fire Pumps	V		PR	PR	I	
Fixed Extinguishing Systems	V		PR	PR	I	
Stairwells	V		PR		I	
Draft Stops	V		PR		I	
Controls	V		PR	PR	I	
Smoke control and evacuation systems	V		PR	PR	I	
Emergency generators	V		PR	PR	I	
Fire Alarm systems final	V		P	PR	I	
Concrete and Structural						
Footings and foundation - dimensions, cleanliness	V		PR	I		
Concrete slab and under-floor - depth, vapor barrier, cleanliness	V		PR	I		
Other						
Framing	V		PR	I		
Blocking	V			I		
Lath, gypsum board and gypsum panel products	V			I		
Thermal insulation	V			I		
Acoustical insulation	V			V		
Roofing	V			I		
Special Inspections						
Footings and foundation - steel placement	V	I		PR		
Concrete slab and under-floor steel	V	I		PR		
Piers/beams/columns	V	I		PR		
Structural steel	V	I		PR		
Framing at fire rated locations	V	I		PR	PR	
Footings and foundation	V	I		PR		
Concrete pours	V	I		PR		
Roofing - metal decking	V	I		PR		
Fire and smoke-resistive penetrations	V	I		PR	PR	
Energy efficiency	V	I		PR		Verify COMCHECK/design requirements are met.
Building envelope	V	I		PR		
Elevators	V	I	PR		I	
ADA/Texas Accessibility Standards	V	I	PR	PR		
Boilers	V	I	PR	PR		
All other special inspections required in specs and/or code	V			PR		
Completion Inspections						
Roofing Final	V	I	PR			Roofing manufacturer.
Final Completion	V		P	I	I	Certificate of Occupancy will be issued by TAMUS.

NOTES (General and Special Inspections):

Duties and Powers of the Building Officials: The building officials are authorized and directed to enforce the provisions of the prevailing code(s), shall have the authority to render interpretations of the code(s) and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of codes. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the codes. **AT NO TIME** shall the inspections performed by the building officials negate the responsibility of the developer and its representatives, its contractors, special inspectors, architects and engineers or other team members, in ensuring the work is installed in accordance with applicable codes.

1. The contractor shall provide a **Quality Control** employee on site who has at least one International Code Council (ICC) certification per IBC Chapter 1. The contractor's QC shall accompany the TAMUS inspector on all formal inspections.
2. All inspections shall be scheduled timely to allow inspectors sufficient advance notice. Per the **Developer Guidelines**, **inspections must be requested at least five (5) calendar days in advance.**
3. The contractor shall ensure work will be completed **and verified, by their QC** representative prior to the inspection timeframe. This verification must be provided in writing to the inspector at least one (1) hour prior to the actual inspection occurring. Inspectors reserve the right to cancel inspection exercises should they find the work incomplete for the stage of inspection. **Reinspection fees will apply for any work that is incomplete for the stage of inspection, per the Developer Guidelines.**
4. Special Inspections - the IBC and/or the specifications require additional special inspectors for these areas. All special inspectors are to be ICC certified (per IBC Chapter 17) in the specific area of specialization for which they are providing inspections. The Engineer of Record shall include a list of special inspections to be performed in the project specifications.
5. Building Officials should be invited to all special inspections.
6. The list above is not intended to be inclusive of all inspections required on these buildings and the site. Additional inspections may be required as the project progresses.
7. All testing associated with any inspections are the responsibility of the Contractor. **All testing reports shall be provided to the inspector(s) electronically.**



ATTACHMENT C

Project Number & Name

Contractor's Work Inspection Request Form (CWIR)

CONTRACTOR'S WORKS INSPECTION REQUEST (CWIR) - PART A			
<input type="checkbox"/> Initial Inspection Request <input type="checkbox"/> Re-Inspection Request Original CWIR No./Date:		CWIR No. (Assigned by GC):	
DETAILS OF INSPECTION			SECTION A
SUBMIT 5 DAYS BEFORE THE PLANNED TIME OF INSPECTION			
<input type="checkbox"/> Plumbing rough-in ¹	<input type="checkbox"/> Mechanical rough-in ²	<input type="checkbox"/> Electrical final	<input type="checkbox"/> Fire sprinkler hydro test
<input type="checkbox"/> Plumbing top out	<input type="checkbox"/> Mechanical final	<input type="checkbox"/> Fire sprinkler entry	<input type="checkbox"/> Fire alarm systems final ⁴
<input type="checkbox"/> Plumbing gas rough-in	<input type="checkbox"/> Electrical rough-in ³	<input type="checkbox"/> Fire sprinkler system visual	<input type="checkbox"/> Framing/Blocking
<input type="checkbox"/> Above Ceiling MEP ⁵	<input type="checkbox"/> Gas	<input type="checkbox"/> Piers/beams/columns Slab/deck pre-pour	<input type="checkbox"/> Sheer Wall/Fire Wall
		<input type="checkbox"/> Thermal/Acoustical Insulation	<input type="checkbox"/> Roofing final / Structural Steel
			<input type="checkbox"/> Substantial completion
			<input type="checkbox"/> Final completion
Description of Work to be Inspected: (attach highlighted copy of the relevant drawing)			
Location of Work to be inspected:			
Relevant Drawings Nos / Specification References:			
Inspection Date:	Inspection Time:		
Submitted by:	Date:	Time:	
Received by:	Date:	Time:	

CONTRACTOR'S WORKS INSPECTION REQUEST (CWIR) - PART B			
SUBMIT 24 HOURS BEFORE THE PLANNED TIME OF INSPECTION			
Subcontractor Pre- Inspection Signoff:			
TRADE	COMMENTS	SIGNATURE	DATE & TIME
PLUMBING			
MECHANICAL			
ELECTRICAL			
FRAMING			
OTHERS (Specify)			
CONFIRMATION OF CONTRACTOR'S QA / QC INSPECTION			SECTION B
Confirmation of coordination and compliance with specifications, codes, approved drawings, Method Statement, and Quality Control Plan			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: If 'No', any departure from the specifications, approved drawings, Method Statement and Quality Control Plan to be recorded below.		
Signed by the Contractor's QA/QC Engineer / Manager		DATE:	
Sec. A completed by Contractor and Sub must be submitted to the Construction Inspector 24 HRS prior to planned inspection time. Original copy with Sec. B must be completed, signed and handed to the Inspector prior to the Inspection. Inspector reserves the right to cancel the inspection if Section A is not completed			

NOTES:

¹ Plumbing rough in to include, but is not limited to: under slab drainage piping, water supply piping, and site utilities

² Mechanical rough in includes ducts, wiring, and units

³ Electrical rough in includes all of the electrical system, fire alarm, data system, grounding system, controls and any other system that is referenced in the specifications

⁴ Fire Alarm Systems final is to be performed or witnessed by the AHJ and is to include the alarms, sprinkler systems, emergency lighting and exit signs, fire pumps, fixed extinguishing systems, smoke control and evacuation systems and emergency generators

⁵ MEP above ceiling final price to installing ceiling panels/sypsum