

Developer Project Guidelines



The Texas A&M University System
Office of Facilities Planning & Construction
February 28, 2019

Introduction

The purpose of these guidelines is to explain the Office of Facilities Planning & Construction (FP&C) processes related to private entities developing projects on The Texas A&M University System lands under a ground lease. 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 a system member, quality control/quality assurance inspections and master plan/aesthetic compliance may be included in our scope of services on developer projects at an additional fee. These additional services are further described in Attachment B.

The following is a list of codes that all developers will be required to follow. If a code is superseded by a later version, the latest code shall apply at the time of permitting.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 and its contractor's responsibility to comply with all applicable state and federal laws.

- Life Safety Code, NFPA-101-2018, as adopted by the Texas State Fire Marshal's office
- Standard for Emergency and Standby Power Systems, NFPA 110-2019, if applicable
- Uniform Fire Code, NFPA 1-2018
- Standard for the Installation of Standpipe and Hose Systems, NFPA 14-2019
- Standard for the Installation of Stationary Pumps for Fire Protection, NFPA 20-2019
- Standard for the Installation of Private Fire Service Mains and Their Appurtenances, NFPA 24-2019
- Texas Accessibility Standards (TAS 2012), 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 A17.1-2016, ASME A17.2- 2017 & A17.3-2015, 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 2018, International Code Council, Inc.
- Water Efficiency Standards for State Buildings and Institutions of Higher Education Facilities
- International Building Code 2018, International Code Council, Inc. (Only sections and/or criteria not addressed by Life Safety Code apply)
- International Mechanical Code 2018, International Code Council, Inc.

- International Plumbing Code 2018, International Code Council, Inc.
- National Electric Code, NFPA-70-2017
- National Fire Alarm and Signaling Code, NFPA-72-2019 if fire alarms are installed
- Standard for the Installation of Sprinkler Systems, NFPA-13-2019 or Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height, NFPA-13R-2019 if sprinkler systems are installed

Prior to construction the developer shall 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, re-reviewed as required and final approval provided. Upon final approval and payment of building permit fees, the developer may obtain a building permit to start construction.

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:

- For initial code review, submit 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. Also, a digital file with each drawing in its own file with drawing name and number that does not change through the life of the project.
- For final permit approval, submit two 100% complete hard copy ½ size set scaled and dimensioned plans, specifications, any other accompanying data 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.
- Federal Aviation Administration (FAA) clearance documentation from the agency's Obstruction Evaluation Group, as applicable.

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 emails

- Site plan/civil plan and details including storm water plan
- Foundation plan and details
- Demolition plan and existing floor plan if applicable
- Floor plans and details
- Room finish, door and window schedules
- Structural plans and details
- Exterior elevations and roof plan
- Plumbing, Mechanical and Electrical plans and details
- Fire protection plans and details
- Energy code compliance information
- Texas Accessibility Standards (TAS) project registration number
- Evidence of an asbestos survey for a renovated facility

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

As part of the permitting process, the developer shall indicate that they will comply with TCEQ requirements for a storm water permit, and shall obtain payment and performance bonds for the entire value of the construction contract with the A&M System as dual obligee.

Insurance

Please note, the below insurance contract language 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.

Developer shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall 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 System Member. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to developer under this Agreement. Developer shall 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 pursuant to this Agreement 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 System Member at least ten (10) 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 System Member. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. Automobile Liability

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. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
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 or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

4. Architect/Engineer Professional Liability (Errors & Omissions) The Architect/Engineer shall maintain Professional Liability 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 of this Agreement for three (3) years after the project is substantially complete. The Professional Liability insurance shall be in an amount based on the value in the Contract, in this case: (determined by the Guidelines in the following chart)

Guidelines

Project Cost	Limits
\$0 - \$20,000,000	\$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. For projects whose value exceeds \$10,000,000, Umbrella/Excess Liability Insurance with limits of not less than \$XX per occurrence and aggregate with a deductible of no more than \$100,000, 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 [System Member’s] exposure. Appropriate limit will depend on the subject matter of this Agreement. Contact System Risk Management for further guidance.
6. Note: Builders Risk/Installation Floater. If this Agreement involves construction on property owned by the Board of Regents of The Texas A&M University System, System Risk Management will provide guidance and relevant insurance requirements.
7. Developer will deliver to System Member:

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 this Agreement and prior to the performance of any services by developer under this Agreement. Additional evidence of insurance will 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.

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 System Member 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 System Member ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by System Member prior to the performance of any services by developer under this Agreement. 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.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following System Member contact:

Name:
Address:

Facsimile Number:
Email Address:

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by System Member in writing, unless otherwise approved by System Member 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 contractor. Inspections will be made between 8 AM and 5 PM Monday through Friday. Inspections are listed on Attachment A. Additional inspections may be required as determined by FP&C. Inspections resulting in punch list items may be provided to the developer as a .WAV file. The developer is responsible for converting that file into an Excel formatted sheet provided by 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 onsite developer’s representative is required to sign off on each item and certify that all punch list items are completed prior to verification and acceptance by the inspector.

When requesting an inspection, the type of inspection, trade making the request, the building area, date and proposed time need to be listed on the Outlook invitation.

Developer and/or contractor shall coordinate any inspections required by utility providers or other state agencies with those entities. Documents are required for inspections performed by other entities as listed on Attachment A.

Should the developer and/or contractor wish to have accelerated inspections beyond the normal level of service, then a fee will be negotiated with TAMUS.

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

The developer and/or contractor shall 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 A&M System projects including campuses outside of College Station.

Required Documents

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

- Plumbing health department testing- Report for Bacteria
- Fire Alarm Testing, Automatic Sprinkler System, Standpipe and Fire Pump (where applicable and witnessed by the AHJ)
- State Elevator Inspection (if applicable)
- Record Drawings, ASIs, RFIs, Construction Materials Testing Reports, Testing and Air Balancing, and Envelope Testing Reports
- TDLR/ADA
- SWPPP
- Lightning Protection Certification (if applicable)
- Backflow Prevention Certification
- NFPA testing of Emergency Lighting and Generator (witnessed by the AHJ)
- Gas line Pressure Test Certification (if applicable)
- Asbestos-free certification (as required by TDSHS, this 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 (if applicable)
- Any other tests required in the developer's specifications or contract documents

Certificate of Occupancy

When building is complete, TAS inspection has occurred, a lien release has been provided and all code related deficiencies, including successful completion of all required inspections and submission of all required documents are addressed, FP&C will issue a Certificate of Occupancy.

Fee

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. This is applicable for all full build out projects. The balance of the fee will be due at closing. For shell buildings with future build out, 80% of the fee will be 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 latest International Code Council's Building Valuation Data updated in six-month intervals. (Ref.: <https://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/>).
- Square footage of the facility.
- Construction Classification and Occupancy Group.
- A multiplier determined by FPC to reflect local costs.

The cost per square foot multiplier can be found at the following link for the Developer Project Guidelines:

www.tamus.edu/assets/files/fpc/pdf/CostPerSquareFootforConstructionTypes2020.pdf

An additional fee shall be paid to FP&C for re-inspection of any of the required inspections identified in Attachment A that fail or are cancelled within eight (8) hours of the inspection time. The fee for FP&C re-inspections shall be \$1,250.00. 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

For non-College Station locations, the contractor at no cost to FP&C shall provide field

office space inside of the contractor's trailer(s) for an FP&C inspector. For College Station projects, a minimum of three (3) parking spaces shall be designated for FP&C inspectors.

General

All project related correspondence (emails, inspection requests, reports, etc.) shall 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>

Solicitation and Selection of Contractors

Developer shall require Contractor to conduct solicitation and selection of major trade contractors or subcontractors to the project as follows:

1. Advertise and solicit competitive bids/proposals from all major trade contractors or subcontractors for the project as follows. Advertisement shall be (i) in at least one (1) online trade plan room that includes projects in the area in which the project is located and shall be posted for a minimum of two (2) weeks and (ii) published for two (2) consecutive weekends in at least one (1) print newspaper of general circulation in the county in which the work is to be performed, describing the work, the location at which bidding documents, plans, specifications, and other data may be examined by bidders, and the time and place for submitting bids. Major trade contractors or subcontractors include mechanical, electrical, plumbing, HVAC and structural (wood, steel or concrete depending on the project).
2. Once proposals are received, Contractor shall upon request present the proposal to Owner and University for review. Once the selections for the trade packages are finalized, Contractor shall present to Owner and University upon request a bid tabulation for review which outlines the bids received, including the name of the proposers and bid amounts, and a statement outlining why Contractor believes the selected proposer represents the best value to the Project.
3. If Contractor desires to self-perform portions of the project, Contractor must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or subcontractors. However, Contractor's bid/proposal must be sealed and submitted not less than twenty-four (24) hours before the

submission date for all other trade contractors or subcontractors. Contractor must perform approved self-performance work in accordance with the same terms and conditions as its other subcontractors.

The developer shall submit an affidavit, provided as Attachment C, with the request for a building permit certifying that the solicitation and selection of the contractors was or will be in accordance to the above conditions

ATTACHMENT A

Inspections for Developer Managed Projects

Plan Review Phase	
100% Construction Document Review	
Construction Phase	
Plumbing rough-in ¹	Prior to cover up(s)
Plumbing top out	Prior to cover up
Plumbing gas rough-in	Prior to cover up(s)
Mechanical rough-in ²	Prior to cover up(s)
Mechanical final	Prior to building acceptance
Electrical rough-in ³	Prior to cover up(s)
Electrical Final	Prior to building acceptance
Fire sprinkler entry	Prior to cover up(s)
Fire sprinkler system visual	Prior to cover up
Fire sprinkler hydro test	Prior to building acceptance
Fire alarm systems final ⁴	At completion and prior to building acceptance
Piers/beams/columns	Prior to concrete placement
Slab/deck pre-pour	Prior to concrete placement
Framing	Prior to wallboard
Blocking	Prior to wallboard
Wallboard	Prior to tape and float
Thermal/acoustical insulation	Prior to cover up
Roofing final	When roofing is complete
Structural steel	Prior to cover
Substantial completion	When all work is complete
Final completion	When all deficiencies identified in the Substantial

Notes:

¹Plumbing rough in includes: under slab rough-in, under slab copper, slab under drains and site utilities.

²Mechanical rough in includes ducts, wiring and units.

³Electrical 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.

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

ATTACHMENT B

Project Management / Inspection Authority and Responsibilities For Developer Built Projects

Attachment B 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 user of the project (the “System Member”). The inspector shall 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 construction 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 C

Affidavit for Solicitation and Selection of Contractors

STATE OF _____

COUNTY OF _____

PERSONALLY came and appeared before me, the undersigned Notary, the within named _____, who is a resident of _____ County, State of _____, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

That the solicitation and selection of major trade contractors or subcontractors (are) or (will be) in accordance with the requirements set forth above in this document.

DATED this the _____ day of _____, 20____

Signature of Affiant

SWORN to subscribed before me, this _____ day _____, 20____

NOTARY PUBLIC

My Commission Expires:

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