

GMU HECO Notice 103023

(Effective: 10/30/2023)

2023 Edition – Higher Education Capital Outlay Manual

I. Purpose of this Notice:

To inform agency personnel and contractors/vendors of changes to the George Mason University Higher Education Capital Outlay Manual (HECO) and any associated HECO documents, policies and procedures. Changes will be effective as of the “Effective” date on the Notice and shall be incorporated into any work, contracts and awards made as of that date or later.

Applicable HECO Notices which predate a HECO Edition/Revision will be incorporated within the next Edition/Revision of the Manual.

II. Major Updates/ Changes by Section or Topic (highlighted areas and strikethroughs highlight major changes to section):

- **Newspaper Postings:** Advertisements for Invitations for Bids (IFBs) and Competitive Negotiation Request for Proposals (RFPs) in newspapers are no longer required, but are allowed per Code of Virginia §2.2-4302.1 and §2.2-4302.2.
- **Project Manuals:** The incorporation of a Project Manual into project specifications may be waived for minor construction projects, that do not exceed \$1 Million, with the written approval of the Assistant Vice President of Planning, Design and Construction or their delegate. If a Project Manual is not included the A/E is responsible for ensuring that all relevant and necessary information including contract requirements, specifications and technical are included on the working drawings and specification as part of the Bid Set.
- **Updates to OUBO Review:** Effective Immediately, the OUBO will cease reviewing and commenting on projects for compliance to the current “2013 Mason Design Manual” as outlined in the 2023 HECO Section 7.5.2.

- **Chapter 4: Procurement Procedures for Professional Services:**

- **Revisions to Section 4.7 Procedures for A/E Selection:**

- **4.7.1 Non-Capital Projects: Struck in its entirety and replaced with the following language:**

- REVISED 4.7.1 Small Acquisition Procedures for A/E Services:**

- For all University Projects with expected fees less than \$80,000 the University Project Manager (PM) can:

- 1. Select a firm or Professional from a list of firms/ Professionals which have expressed an interest in doing Work for the University, have filed Forms AE-1 to AE-6 (A/E Firm Data Forms), and appear to be qualified to render the required Services, or use an established Term Type Contract (See §4.8 below). If a firm with a Term Contract is chosen, either a Project Order against the Term Contract or a separate updated version of the HECO-3.2 Contract may be used. Consideration shall be given to Micro and SWaM businesses.

- 2. A telephone or personal interview with the firm to determine current workload and capability to meet the proposed schedule, and to determine personnel qualifications, expertise, and past performance on similar Projects.

- 3. Negotiate a fee for Services including the HECO-2.3 A/E Fee Proposal Worksheet.

- 4. Either: 1) complete a HECO-3 Contract incorporating HECO and the University Facility Design Guidelines and obtain required approvals; or 2) use a Project Order against the Term Contract if a firm with a Term Contract is chosen and adequate Term Contract capacity is available.

- 5. HECO-3 Change Orders up to a total Contract amount of \$80,000 are allowed. Any Change Orders where the total Contract amount exceeds \$80,000 require a justification be submitted substantiating the need for deviation and prior approval of the Vice President of Facilities or their delegate.

- **Revisions to Section 4.8 Term A/E Contracts:**

- **4.8.1 Applicability:**

Term Contract Procurement of A/E services may be used for engaging an A/E to provide investigations, cost estimates, designs and related services for specific projects consisting of multiple related work orders over a specified period of time. In the case of a Term Contract, the University will procure the services of an A/E for a project defined by the University to include several work orders of a particular type, although not all work services can be identified at the outset of the project. At least one work order will be identified for the A/E's services at the time of award. Use of the A/E's services on future service orders is at the discretion of the University.

As used herein, the term "project" shall refer to a related group of like kind architectural, design or engineering services needed by the University. The group of services can be related by geographical area within the University, by architectural or engineering specialty, or by unique architectural or engineering needs, as determined by the University.

The ordinary Term Contract will be for A/E Services for a term of one year or services totaling \$2,000,000, whichever comes first with the option to renew four (4) additional one-year terms. ~~Renewals shall begin no sooner than twelve (12) months following the execution of the contract resulting from the original solicitation or the Owner's previously exercised renewal.~~ The limit for each project order is \$500,000. Breaking down a large A/E fee (exceeding \$500,000.00) into incremental Project Order fees of \$500,000 or less is prohibited unless written approval is provided by the Vice President of Facilities or their delegate to exceed this project order cap. The sum of all projects performed in a contract term shall not exceed \$2,000,000.00. When the aggregate total of all Project Orders, including Change Orders to those Project Orders, reaches the term dollar limit, no further Project Orders may be issued during that Term.

It is the intention of the University to spread the amount of A/E Services out to as many firms as possible while still maintaining the most economically advantageous strategy possible. Accordingly, the Vice President of Facilities may determine that it is advantageous to procure

Term contracts at service levels ranging from \$100,000 to \$2,000,000, none to exceed the one-year term total contract amount.

Contracts are renewable at the University's discretion, up to four additional one-year terms. If the University exercises its option to renew, the next Contract Term shall begin one year from the date of the execution of this Contract, or the date that the University notifies the A/E that the option to renew is being exercised, whichever occurs first. A new aggregate dollar limit of the same amount shall apply to the next Contract Term. Any unused amount from a Contract Term shall not carry forward to the next renewal Contract Term. No A/E firm may at any one time have in effect more than one (1) Term Contract with the University without approval from the Vice President of Facilities.

▪ **4.8.4 Project Orders:**

Individual service orders or requests for services will be issued in the form of project orders. Fee proposals by the firm will be negotiated and awarded on a "fixed fee" amount for each service order. However, project orders may be used to secure services for investigations or similar work where an estimate of time required cannot reasonably be determined. In such cases, an exception is allowable to use the scheduled man-hour rates with a Not to Exceed amount as the basis for the project order fee. A form HECO-3.1a shall be completed for each service order. The HECO-3.1a shall show the "cumulative total to date" of service orders awarded to the A/E under the Contract. Contractual limit on each project order shall be \$500,000 unless written approval to exceed this project order cap is provided by the Vice President of Facilities or their delegate, and, while the potential exists for multiple project orders during the Contract, with the aggregate fees up to \$2,000,000, there are no representations or guarantees that the A/E will receive any Project Orders