

MISSISSIPPI STATE UNIVERSITY
Office of Planning Design and Construction Administration

SECTION 01 910 – MISSISSIPPI STATE UNIVERSITY ADDITIONAL CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

The items listed below must be included in the General Conditions of the Specifications for all Work on the Mississippi State (“University”) Campus.

- A. **Removal of Rubbish:** The Contractor shall keep the entire construction site and surrounding streets, sidewalks, alleys, etc., free from any dirt, rubbish and debris resulting from the execution of this contract. It shall be the responsibility of each individual prime contractor to remove all such debris from the building and site on a daily basis. At all times, the site of the work shall present a neat, orderly and workmanlike appearance.
- B. **Use of Premises:** All material and equipment shall be brought onto the site by making use of such roadways and drives as designated by the University and across the grounds along routes established by the University.
 - 1. Any streets, roadways, sidewalks, grounds, plantings, trees or other property that may be damaged as a result of the contract work shall be properly repaired or fully replaced by the Contractor to the full satisfaction of the University.
 - 2. No more space than is absolutely necessary will be permitted to be used on the grounds immediately around a construction site, and the Contractor must use every care against damage to the grounds. The entire site, upon completion of the project, shall be left in the same state as found to exist at the start of the work.
- C. **Designation of Storage and Working Area:** The exact boundaries of the area which may be used by the Contractor and subcontractors for the storage of materials and as a working area will be designated by the Architect and Owner. The Contractor must confine his operations and provide within the designated area space for all subcontractors. The Contractor shall be responsible for all trees, shrubs, ground cover or sod damaged during construction. Any damage to the above within the designated working area or storage area shall be repaired by the Contractor and left on completion either in the same state as found to exist at the start of the work or as shown on the contract plans. Such damage may include repair or replacement of shrubs and trees.
- D. **Designation of Parking Area:** If sufficient parking area is not available within the designated storage and working area for the vehicles of workmen employed on the building, the Contractor shall require workmen to park their vehicles in areas designated by the Architect and University. Workmen failing to comply with traffic and parking regulations of the University shall be removed from the job at the request of the proper University officials.
- E. **Non-Interference:** The Contractor will manage the work of this contract in such a manner as to not unnecessarily interfere with normal University operations. The Contractor expressly undertakes at his own expense to comply with the regulations governing the operations of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of the University and to perform after

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working hours, or on Sunday, or regular holidays without additional expense to the University, any work necessary to comply with this stipulation.

- F. **Objectionable Workmen:** Any workman who may, because of improper conduct, become objectionable will be promptly removed by the Contractor at the request of the proper University officials. The following are examples, but not an exhaustive list, of improper conduct:
1. No firearms of any kind are allowed on the campus. Possession of a firearm on campus is improper conduct.
 2. The possession or consumption of alcoholic beverages is forbidden on campus and is improper conduct.
 3. Shirts and pants will be worn by all workers at all times. Non-compliance is improper conduct.
 4. Use of offensive language or gestures to any student, faculty or staff member is improper conduct.
- G. **Excavation:** No Contractor shall make any excavation in any of the grounds of the campus without first obtaining a written permit to do so from the Director of Facilities Management or his designee. Written application for a permit shall first be filed with the Director of Facilities Management on a form prescribed by him stating, among other things, the size of the excavation to be made and the purpose thereof. The grounds of the University as used herein include, but are not limited to, the streets, sidewalks, parking areas, and all other public and private areas of the campus, whether covered or uncovered.
- H. **Excess Excavation:** Any excess excavation shall be trucked to dumping points on the University campus as directed by the Architect, as shown on drawings.
- I. **Burning:** There shall be no burning on properties of the University. All clearing and grubbing, debris, rubbish, trash and any other material which is subject to burning shall be removed and disposed of outside the limits of the University property. It shall be the responsibility of the Contractor to acquire, maintain and pay for, if necessary, a disposal area.
- K. **Safety and Security:** The Prime General Contractor will provide general temporary fire protection, and signs, lights, barricades, covered walkways, signals, fences, etc., shall be utilized night and day to protect students and personnel on the campus from construction hazards.
1. **In case of fire or injury, call the University Police Department by dialing 911.**
 2. The University Police Department is available anytime by dialing 5-2121 from any University phone or (662)-325-2121 from a non-University phone.
 3. Security of the construction area itself from fire, vandalism, or theft is the responsibility of the Contractor.
 4. All construction fencing shall be 8' high with 6' high green fabric screening attached.
- L. **Utilities:** The Prime General Contractor will absorb the cost of utilities (gas, water, electricity, energy) used for construction purposes during the contract. A sample Utility Agreement is attached to the end of this section.

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1. Any modifications to existing services or new services which must be installed will be at the expense of the Contractor.
 2. Temporary electrical service for construction will be coordinated with the Facilities Management Department. All labor and materials to install the temporary service will be furnished by the Contractor. The University will bill the Contractor for the cost of all electricity used for construction by billing the metered usage of electricity at the jobsite at the current MSU rates.
 3. Domestic water service Connection to water main for this project will be the sole responsibility of the General Contractor. Water consumed during construction will not be metered, but a flat rate of \$50.00 per month will be charged for water. Permanent domestic water meters for the facility will be furnished and installed by the General Contractor. Water meter shall meet MSU standards. Permanent water meters must be approved by the University, before installation. The University will bill the Contractor for the cost of all water used for construction by billing the metered usage of water at the jobsite at the current MSU rates.
 4. General Contractor shall make permanent connection to sewer main at contractor's expense. No connection fee will be charged by the University.
 5. Natural gas service arrangements will have to be made with Atmos.
 6. The University will bill the Contractor for the cost of all energy used for construction by billing the metered usage at the jobsite of hot and chilled water from the MSU Central Plant at the current MSU rates. The Contractor must provide metering capabilities, meters, and measurement programs before this service may be utilized.
 7. Utility outages required throughout the term of the contract will be scheduled at least 48 hours in advance with the Facilities Management Department. Facilities Management is available anytime by dialing 52005 from any University phone or (662)-325-2005 from a non-University phone.
 8. Utility Location: Location of underground and overhead utilities is the responsibility of the General Contractor. The General Contractor shall contact Facilities Management at 662-325-2005 to locate any and all utilities.
- M. **Keys:** Any keys required will be checked out to the Project Superintendent at the Facilities Management Department. The University will recommend that final payment not be made to the Contractor until all keys checked out have been returned. Loss of keys may result in the Contractor paying for the rekeying of the facility for which keys were not returned.
- N. **Use of Tobacco:** Smoking or chewing of tobacco is not permitted inside University buildings at any time during construction or renovation work.
- O. **Construction Sign:** Unless instructed otherwise a construction sign will be required that identifies the project Professional and Contractor.

*** End of Section ***