



DESIGN AND CONSTRUCTION PROCESS

MISSISSIPPI STATE UNIVERSITY

I. PLANNING AND CONSTRUCTION PHASES

Each funded Project goes through a planning and construction process delineated by the University and the Office of Planning Design and Construction Administration and stipulated in the Professional's Contract as basic services.

The following guidelines have been developed to achieve the planning and construction process.

It should be noted here that all phases of a capital improvement project that exceeds \$1,000,000 in budget cost must be approved by the Institutions of Higher Learning. The submission for these approvals is the responsibility of the Office of Planning Design and Construction Administration.

II. CONSULTANTS

At the onset of the planning process, the Professional may request the services of special Consultants who have expertise in particular fields needed for the Project. Requests for Consultants must be made in writing by the Professional to the Office of Planning Design and Construction Administration and will include the scope of work and the costs for the consulting service(s) if the service(s) is an additional cost to the University beyond that of basic services.

If a Consultant is retained, the Professional will pay any portion of the Consultant's fee that is considered part of basic services and the Consultants will be listed in the Professional's contract with the University. Any change in Consultant status, will need written approval from the Office of Planning Design and Construction Administration.

In some instances, the Consultant's fee, or a portion thereof, will be considered as an additional fee or service and the Professional will then be reimbursed separately for these services. In this instance, the Professional will provide the Office of Planning Design and Construction Administration a copy of the Consultant's proposal clearly stating the scope,

schedule of services, and cost of these special services.

The Office of Planning Design and Construction Administration will not approve travel costs for in state travel. Travel cost for out of state consultants will not be approved as an unknown, open-ended reimbursement, but will require an agreed amount supported by the estimated number of visits which includes time and reasonable costs associated with each visit. These Reimbursables for out of state consultants shall be determined before execution of the professional's contract. Special Consultants are, but not limited to *Program, Structural, Mechanical Electrical, Asbestos, Furniture and Equipment, Theatrical, Acoustical, Cost Estimate, Kitchen, Landscape and Codes*.

III. SCHEDULE/TIME

The Professional needs to perform the required services as expeditiously, skillfully and consistently as possible in order to have the Work progress in a timely manner. A *Schedule of Performance* may be established in one of the following manners:

1. Upon execution of the *Standard Form of Agreement between the Owner and the Professional*, the Professional may submit to the University for approval a *Schedule of Performance* which will include time allowances for review and approval of submissions by the Office of Planning Design and Construction Administration. When the *Schedule* has been approved it will not except for reasonable cause be exceeded or changed by the Professional unless approved by The Office of Planning Design and Construction Administration.
2. The Professional may be required to submit a *Schedule of Performance* during the interview process, or prior to the execution of the *Standard Form of Agreement between the Owner and the Professional*. In this instance, the *Schedule* upon arrival will become a part of the *Agreement* and may not be executed or changed unless approved by the Office of Planning Design and Construction Administration.

An example of the Professional's *Schedule of Performance* as noted in Paragraph 2.2 of the *Standard Form of Agreement between the Owner and the Professional* is as follows:

1	Professional services beginning date: <i>(Date)</i>
2	Program Phase: <i>Number (XX) days</i>
3	Schematic Phase: <i>Number (XX) days</i>
4	Design Development Phase: <i>Number (XX) days</i>
5	Construction Document Phase: <i>Number (XX) days</i>
6	Total planning: <i>Number (XX) days</i>

IV. SURVEYS/BORINGS/TESTS

The Professional shall be responsible for obtaining all surveys, subsurface reports, utility location services, miscellaneous tests, engineering data and any other information necessary to develop planning of the Work. The Professional will obtain this information from competent laboratories, licensed engineers and surveyors selected by and responsible to the Professional. The Office of Planning Design and Construction Administration will be informed of the cost and selection of consultant prior to the work being ordered.

PROGRAM PHASE

V. THE PROGRAM

From time to time, it is necessary to prepare a written Program of the University's needs prior to the planning process. When a Program is required, it will be so stated in the *Agreement between the Owner and the Professional*. The Program phase must have written approval by the Office of Planning Design and Construction Administration before proceeding with the Schematic Design Phase.

Initially, the Professional will meet with the Office of Planning Design and Construction Administration to ascertain general requirements for the Project and will meet later with the Office of Planning Design and Construction Administration to define the Scope, the functional and departmental objectives, relationship of Project to other structures and facilities, and criteria for site selection.

The Professional will advise the University as to the Project's projected cost and time requirements. The Professional will prepare and submit to the Office of Planning Design and Construction Administration ten (10) copies of a comprehensive written Program including the following minimum elements:

1. **Goal:** Design objectives, limitations, and criteria
2. **Site:** Site requirements and analysis including location, boundaries, topography, subsurface, vegetation, utilities, climate, flooding, traffic, noise, and adjacent buildings.
3. **Space:** Space requirements and relations including narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel.
5. **Equipment:** Special equipment and systems
6. **Alterations:** Flexibility and ability to expand
7. **Energy:** Energy considerations
8. **Existing:** Analysis of existing facilities
9. **Concept:** Summary of Project concept, scope and goal
10. **Budget:** Total Project Budget

After the Professional has received written notification, from the Office of Planning Design and Construction Administration that the Program has been approved, the Professional will proceed with the Schematic Design Phase.

SCHEMATIC DESIGN PHASE

VI. SCOPE DEFINITION

If the Professional has not been provided with a Program, or one has not been developed, the Professional will prepare and submit to the Office of Planning Design and Construction Administration, four (4) copies of a comprehensive written document detailing the Project's Scope which includes the following minimum elements:

1. **General:** General statement of work to be accomplished
2. **Goal:** Design objectives, limitations, and criteria
3. **Space:** Space requirements and relations including narrative description by area (square footage recommendations)
4. **People:** Number and functional responsibility of personnel
5. **Equipment:** Special equipment and systems
6. **Concept:** Summary of Project concept, scope and goal
7. **Budget:** Total Project Budget

VII. THE SCHEMATIC DESIGN

The Schematic Design Documents generated by the Professional consist of a written report as well as preliminary drawings. The following paragraphs outline general requirements for the Schematic Design phase and the submissions of required data.

Although the Schematic Design phase is general and non-specific in nature by comparison to other planning phases, importance should be given to detail and direction from the very beginning in order to utilize time and expend funds wisely.

These phases will be discussed and enumerated individually over the next several pages.

The approval of the Schematic Design phase is contingent upon approval of the Design Review Committee and the Master Plan Committee.

VIII. SITE ANALYSIS

The Professional will develop and provide for the Office of Planning Design and Construction Administration an analysis of the Project site describing the following basics.

A rough sketch of the site showing the observation of site conditions and environment affecting the Project will be developed. A local land use map, a city or county planning map, or a United States Geological Survey map, together with the survey, will be utilized to prepare the site analysis sketch.

The general topographic survey information such as grades, walks, roads, water features, structures, tree masses, major utility lines, property lines, *set back* requirements or other restrictions will be shown on the site analysis sketch.

The site analysis sketch may be drawn directly on a print of the survey if it is inclusive enough to show the character of the site and the immediate surroundings which affect the Project. If site conditions outside the survey are required to adequately present the information, an additional sketch or overlay will be prepared.

IX. DESIGN CONCEPT

The site analysis, rough sketches and a brief written description of the design concept will be developed (plans and elevations), as well as photographs (snapshots) of the area contiguous to the site. The sketches may be freehand, but must show enough information to illustrate the architectural character of the proposed Project with emphasis on the following characteristics: unity and harmony with the surrounding area and buildings in accordance with the current Campus Master Plan, style of architecture, proportions, exterior facing materials, local zoning requirements, if any, and structural concept of the building.

In general terms, Schematic Design Documents are comprised of single-line drawings translating the space requirements and program requirements into plans, elevations and sections. During this planning phase, the Professional will furnish topographic, and site boundary information on which the proposed building is to be erected. The survey and utility locator can be done on a reimbursable basis, with the cost to be paid from the project budget. The Professional will also furnish a cost estimate to remove Hazardous Containing Materials (HCM). Extensive investigation and testing for HCM are not required during the Schematic Document phase. The Professional will comply with those codes set forth in this document.

After the site analysis/design concept has been approved, the Professional will proceed to complete the Schematic Design submission according to the approved schedule of time and instructions issued by the Office of Planning Design and Construction Administration.

X. CONCEPTUAL DRAWINGS

The Professional will develop and provide for the Office of Planning Design and Construction Administration's review Conceptual Drawings of alternative approaches for translating the Program requirements into conceptual design solutions.

XI. VISUAL STUDIES

The Professional will prepare and provide for the Office of Planning Design and Construction Administration visual studies related to the concepts listed in the paragraph above including, but not limited to:

1. Massing studies in model and/or diagrammatic form
2. Sketches of design concept showing elevations/exterior appearances
3. Other sketches or visual studies necessary for evaluation of alternative concepts

XII. DESIGN CONCEPT APPROVAL

Upon approval by the Office of Planning Design and Construction Administration of the developed Design Concept, the Professional will prepare and submit to the Office of Planning Design and Construction Administration Schematic Design drawings of the approved Concept which include, but are not limited to:

1. The basic design approach drawn at an agreed upon scale
2. Site location in relationship to the existing environment
3. Relationship to master plans
4. Circulation
5. Organization of building functions
6. Functional/aesthetic aspects of the design concepts under study
7. Graphic description of critical details
8. Visual and functional relationship
9. Compatibility of the surrounding environment

Schematic drawings will clearly show the Project's basic design and need for elaboration beyond the requirements set forth in the text:

1. **Site Plan:** The following note will appear on the site plan: Based on topographic survey dated (*Date*) or *Based on site documents furnished by (Name)*
2. **Floor Plan:** The following note will appear on the floor plans: *Based on program requirements dated (Date)*. The square footage *requested* by the program and *provided* in the Schematic Design for each activity (net assignable area) by floors will be shown on a schedule on the Schematic Design floor plans adjacent to each floor plan. The first sheet of the floor plans will included a table of *Grand Totals of Areas* (in square feet) broken down by floors into net to dial, mechanical, electrical, miscellaneous spaces, horizontal and vertical circulation spaces. The gross area of the building will also be shown on the schedules. New areas of rooms, or other spaces, will be indicated only on the schedules and not on the Schematic Design floor plans. The floor which is approximately on the same level as the main entrance is designated as the *first floor*. When the lot slopes downward from the main facade so that one or more secondary entrances lead to a level below the first floor, this level will be designated as the *ground floor*. When the lot slopes upward from the main facade, there is no *ground floor*. A secondary public entrance at the rear of the building may be at the mezzanine or second-story level.
3. **Roof Plan:** Show all levels of the roof, their elevations or slopes.
4. **Elevations:** The elevations will be block outlines and breaks to indicate the various

masses and how they coincide with the plans. Typical proposed window arrangement and exterior material indications will be shown only to the extent necessary to suggest possible design in accord with the concept sketches. Floor-to-floor dimensions will be shown. Definitely planned or probable future extensions will be indicated by dotted outlines on the plans and elevations. The words "Future Extension" should be noted to indicate the limits of the extensions.

- 5. Transverse and Longitudinal Sections:** In both the longitudinal and transverse sections, the important rooms (indicated by name or abbreviations) will be shown, as well as floor dimensions.

The drawings must show calculations for circulation areas, entrances, exits, stairways, exit stairways, passenger and freight elevators and escalators. The overall space divisions for each activity corresponding to the program requirements must be shown. Major spaces for mechanical and electrical equipment, public toilet rooms, major stacks and major chases must be indicated.

Partitions of each major room will be indicated on the drawings. At the Professional's option, the following may or may not be shown: door swings, closets, small storage areas, private toilets, recesses and alcoves within a given area.

Diagrammatic drawings will indicate space for mechanical and electrical equipment, toilet rooms and the number and location of elevators or escalators. Location and capacity of electricity, gas, water and sewer lines available for the Project and the approximate location of connections will also be indicated on the site plan.

In addition, diagrammatic drawings will be sufficiently developed with regard to column locations, grades and story heights to determine a sound structural scheme. The Professional will not submit diagrammatic drawings which have not been analyzed by the structural consultant and for which a feasible structural system has not been determined. The structural systems may be indicated by drawings or by written descriptions.

Since the building design and arrangement is dependent on the types of mechanical and electrical systems selected, it is necessary that the mechanical and electrical engineers be brought in at the concept stage of the design. The economic analysis description of systems and space requirements for mechanical and electrical systems will be included with the submission. The Professional, along with the structural, mechanical and electrical consultants, will stamp their Professional seal on respective drawings or submittal information.

XIII. SCALE OF DIMENSIONS

The site plan will be a scale of 1"=30' to 1"=50'. Other Schematic drawings will be drawn to 1/8", 1/16" or 1/32" scale and will be noted under the title of each sheet of drawing. The dimensions will be approximately correct but not necessarily final. The preferred sheet size is 24" x 36", including borders. When reducing the original drawings to half-scale, all dimensions and notes will be a minimum of 3/16" or 1/8" in height or larger in order to permit reduction.

XIV. BUILDING DESCRIPTION

The Professional will prepare and submit to the Office of Planning Design and Construction Administration a description of building systems and give design criteria for major elements of the basic building systems.

XV. PROJECT BUDGET

The Professional will provide in writing a final Total Project Budget which includes all anticipated expenses. The Office of Planning Design and Construction Administration may authorize the Professional to obtain independent estimated costs on a reimbursable basis, or the Office of Planning Design and Construction Administration may pay the estimating firm directly. Estimates will be based on adjusted square foot or cubic foot cost of similar construction in the area of the Project or on a system cost study of the Project. Cost estimates will contain escalation factors in six (6) month increments for the subsequent two (2) years.

XVI. SCHEMATIC DESIGN SUBMISSION

The Professional will prepare and submit to the Office of Planning Design and Construction Administration one (1) set of Schematic Documents (half sized drawings), an Estimated Total Project Budget reflecting the cost estimate based on proposed square footage and/or volume unit costs, furniture and equipment, fees and contingency.

The Professional will also forward copies of the Schematic Documents in a PDF format to the Office of Planning Design and Construction Administration for review. The Office of Planning Design and Construction Administration will approve each design phase. Upon approval of the Schematic Design phase by the Office of Planning Design and Construction Administration, the Professional will be notified in writing to proceed with the Design Development phase.

DESIGN DEVELOPMENT PHASE

XVII. THE DESIGN DEVELOPMENT

The Design Development Documents consist of a written report and detailed drawings based on approved Schematic Design documents. The following paragraphs set forth general requirements for the Design Development phase and the submission of required data.

The Design Development Phase is specific and detailed in nature by comparison to the Schematic Design Phase. The project design concept is further developed so most decisions and details regarding the entire facility are resolved. Reviews of the Design Development submission should resolve all questions. In many cases, Design Development Documents are the beginning of the Construction Document Phase because the drawings and specifications submitted are the partially completed Contract Documents.

The Professional will prepare and submit to the Office of Planning Design and Construction Administration two (2) sets of drawings which show allocation of space and overall dimensions, adequate explanation of HVAC, electrical and structural systems, miscellaneous equipment, lists and schedules. In addition, site plans including topography, adjacent buildings and utilities will be submitted.

The Professional will prepare two (2) sets of preliminary specifications following the *Construction Specification Institute* [CSI] and give basic descriptions of essential building materials, finishes, components, and systems. Cost estimates reflecting the total budget including construction, furniture and equipment, fees and contingency will be submitted.

XVIII. DESIGN DEVELOPMENT DRAWINGS

The Design Development drawings will show spaces by name and number, actual net area of each space, structural module, fixed equipment, and adequate explanation of mechanical spaces, chases, and circulation areas. Drawings will show the overall building dimensions and major lines of dimensions.

Drawings will adequately detail information regarding HVAC, electrical, and structural systems, Information concerning furnishings, miscellaneous equipment, layouts, lists, and schedules necessary to explain the plans are to be indicated on the floor plans.

Site plans showing topography, adjacent buildings, and utilities will be prepared. In addition, the Professional will prepare and submit building elevations, sections and design details permitting the Professional to proceed with the Contract Documents Phase when the Design Development Phase has been approved. These building elevations will show fenestration, proposed exterior materials using shades and shadows adequately depicting the proposed building exteriors.

XIX. SPECIFICATIONS

Preliminary specifications will follow the format of the *Construction Specification Institute* [CSI] and give basic descriptions of essential building materials, finishes, components, and systems.

XX. COST ANALYSIS

Cost estimates reflecting the total budget including construction, furniture and equipment, fees and contingency will be submitted based on detailed plans and specifications. The basis of the cost estimate will be a preliminary quantity survey showing the escalation projects from the date of the estimate to the projected bid date for the building systems noted on the right.

XXI. DESIGN DEVELOPMENT SUBMISSION

The Professional will prepare and submit two (2) sets of Design Development specifications

and drawings to the Office of Planning Design and Construction Administration for review. Upon approval of the Design Development phase by the Office of Planning Design and Construction Administration, the Professional will be notified in writing to proceed with the Construction Document phase.

CONSTRUCTION DOCUMENT PHASE

XXII. THE CONSTRUCTION DOCUMENTS

Once the Office of Planning Design and Construction Administration has approved the Design Development Phase, the Professional will prepare working Drawings and a Project Manual detailing specifications regarding the Work.

XXIII. CONSTRUCTION DOCUMENT DRAWINGS

The Drawings are graphic and pictorial portions of the Construction Documents showing the design, location and dimensions of the Work including plans, elevations, sections, details, schedules and diagrams. Every sheet should be stamped and signed by the Professional of record himself, or the Principal of the firm. All structural, mechanical, electrical and civil drawings will be stamped and signed by the Consultant of record.

The site plan will be a scale of 1"=30' to 1"=50'. Plan drawings will be drawn to 1/4", 1/8" or 1/16" scale and will be noted under the title of each sheet of drawings. Other detailed drawings shall be at an appropriate scale so when reduced, the drawings are readable. The dimensions will be approximately correct, but not necessarily final. The preferred sheet size is 24" x 36", including borders.

When reducing the original drawings to half-scale, all dimensions and notes will be a minimum of 3/16" or 1/8" in height, or larger to permit readability.

The Construction Specifications and Drawings are owned by the Mississippi State University.

XXIV. PROJECT MANUAL

The Project Manual will be prepared based on the 16 Divisions of the Construction Specification Institute [CSI].

Division 0, Division 1 and the Supplemental Conditions shall be as supplied by the Office of Planning Design and Construction Administration. Any modifications made by the Professional will be included in the section entitled *Professional's Supplemental Conditions*.

XXV. CODES & REGULATIONS

The Construction Document Drawings should include a page dedicated to Code Analysis. This page may also include gross square footage information for each floor.

The University will pay all fees prescribed by law to the Health Department for review of Contract Documents. [**Mississippi Code 1972, Annotated**, Section 43-6-123]

XXVI.DAVIS-BACON ACT

The Office of Planning Design and Construction Administration will inform the Professional if funding for the Project requires reference to the Davis-Bacon Act and wage rate determinations should be incorporated into the Construction Documents. If such is required, the Professional will apply to the Department of Labor for a wage rate determination which will then be included in the Project Manual.

XXVII. ALLOWANCES

The Office of Planning Design and Construction Administration discourages allowances unless absolutely necessary. Any allowance (i.e., brick, signage, special equipment, wall covering, carpet, etc.) should have **prior approval** from the Office of Planning Design and Construction Administration before being incorporated in the Construction Documents:

1. **Contingency:** Not allowed.
2. **Brick:** An amount per thousand for purchase and delivery only is a normal, acceptable practice.
3. **Hardware:** A hardware schedule will be included in the Contract Documents. If for some reason, a hardware schedule is not included in the Bid Documents, after the award of contract, the Professional must prepare a hardware schedule and secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder. However, the University can purchase hardware and be reimbursed from the project budget.
4. **Carpet:** A lump sum amount which includes carpet pad and installation, is acceptable. Unit cost per square yard is discouraged. After the contract award, the University will select the carpet. The Professional will secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder.
5. **Wall Covering:** A lump sum amount including delivery and installation is acceptable. Unit cost per roll or square yard is discouraged. After the contract award, the University will select the wall covering. The Professional will secure a minimum of three (3) proposals and award a subcontract to the lowest and best bidder.
6. **Signage:** Not allowed unless approved by the University.
7. **Special Equipment:** Not allowed unless approved by the Office of Planning Design and Construction Administration.
8. **Security and Telecommunications:** Obtain guidance and approval from the Office of Planning Design and Construction Administration

XVIII. ALTERNATES

From time to time, Projects require the inclusion of alternates which decrease or increase the Base Bid, depending upon the funds available. The Construction Contract sum will be determined by the Base Bid and the number of alternates taken.

The Professional should give careful consideration in preparing cost estimates for a project and their relationship to the funds available. The Base Bid should contain the Work which may be accomplished within the funds allowed.

If this is not possible, and the Professional anticipates a shortage of funds, then sufficient *deduct* alternates should be prepared which will insure an awardable Contract.

If the Base Bid contains all the Work to be accomplished and a surplus of funds remain, the Professional may consider *add* alternates provided all phases of the original Scope are accomplished and the intent of the appropriation is met and not abused.

The Professional should prepare and submit to Office of Planning Design and Construction Administration cost estimates for the base bid and each of the alternates and should be listed in the order of preference. A maximum of five (5) **deductive** alternates (i.e.: paving, fencing, roofing, etc.) is allowed. Add alternates will be considered with the Office of Planning Design and Construction Administration approval. *However, a combination of additive alternates and deductive alternates will not be permitted.*

XXIX. PLAQUES

Facilities paid for wholly, or partially, with State funds and have a construction Contracts of \$1,000,000, or more, will require a plaque. [**Mississippi Code 1972 Annotated**, Section 29-5-151.]

The plaque size, materials, layout and wording should be determined and specified by the Professional and included in the Construction Documents. The Office of Planning Design and Construction Administration reserves the right to approve the Professional's choice.

XXX. SIGNAGE

All signage, shall meet requirements of the 2010 American Disabilities Act.

XXXI. SINGLE PRIME CONTRACT

The Board's policy is to bid and award Contracts for construction on a single prime general contract basis.

XXXII. MULTIPLE PRIME CONTRACTS

When it is to the advantage of the State of Mississippi, Projects may be bid and awarded on a multiple prime contract basis. Multiple prime Contracts are permissible only with the approval of the Office of Planning Design and Construction Administration and Procurement and Contracts. When preliminary documents are submitted to the Office of Planning Design and Construction Administration, should the Professional be of the opinion that multiple prime contracts are in the best interest of the University rather than a single prime contract,

he may recommend the multiple prime contract method be employed. The Office of Planning Design and Construction Administration will give consideration to the Professional's recommendation; and, if approved, the Professional will be notified to prepare the bid documents for multiple contract bidding.

XXXIII. LIQUIDATED DAMAGES

Projects having total funds *less than* \$1,000,000 may not require liquidated damages; however, the Professional should consult with the Office of Planning Design and Construction Administration prior to preparing the Construction Documents. All Projects *more than* \$1,000,000 will require liquidated damages and the amount to be stipulated.

XXXIV. CONSTRUCTION DOCUMENT REVIEW

The Professional, upon completion of the Construction Documents, will submit one PDF and two (2) sets of drawings, two (2) Project Manuals and an updated estimate of cost to the Office of Planning Design and Construction Administration. Note, the cost estimate should reflect the total budget including construction, furniture and equipment, fees and contingency.

XXXV. CONSTRUCTION DOCUMENT APPROVAL

The Professional will be notified in writing of Construction Document approval. If the Documents are disapproved, the Professional will revise the Documents according to the Office of Planning Design and Construction Administration's comments and will resubmit the Construction Documents for approval. Upon further review from the Office of Planning Design and Construction Administration, the Professional will revise the Construction Documents to conform to all the review comments and furnish final copies to the Office of Planning Design and Construction Administration prior to release of Documents for bids.

The Professional will furnish complete sets of plans, specifications and other Bidding Documents, as are necessary for bidding to the Plan House that Mississippi State University uses for distribution of documents. The actual cost of printing and mailing of these documents to the Plan Room will be paid by the Professional and reimbursed from project funds. Costs for printing and mailing plans and specifications required during the design process will be the expense of the Professional.

BIDDING PHASE

XXXVI. ADVERTISEMENT FOR BIDS

Once the Construction Documents have been approved, the Professional will prepare and issue an *Advertisement for Bids* published in the legal section of a newspaper having general circulation in the State. The Advertisement will run once a week for two (2) consecutive weeks with bids opened not less than fifteen (15) working days after the last advertisement. **[Mississippi Code 1972, Annotated, Section 31-7-13(c)]** The Professional will be forwarded a copy of the *Advertisement for Bids* for incorporation into the Construction Documents.

XXXVII. EXAMINATION & DISTRIBUTION OF DOCUMENTS

In addition to newspaper advertisement, the Professional will furnish Contract Documents to appropriate trade organizations for the use of material suppliers, subcontractors and others interested in the Project. All contractors properly licensed to do business in Mississippi who desire to bid can purchase Contract Documents through a Plan House contracted with Mississippi State University and all other pertinent information to permit them to make adequate estimates in ample time for bidding purpose. The successful bidder will receive ten (10) sets of contract documents paid for by the University from the project budget, any additional sets of documents will be at the expenses of the General Contractor.

The Professional will submit to the Office of Planning Design and Construction Administration one (1) set and to the Office of Real Estate & Facilities at IHL one (1), half-size, set of Construction Documents as the record copy of the Construction Documents issued to Bidders. The Professional will also submit one read only CD of the Construction drawings.

XXXVIII. INTERPRETATIONS

Should a Bidder find discrepancies, the Professional should be contacted immediately for interpretation and clarification. Neither Mississippi State University, nor the Professional, will be responsible for any oral instructions or interpretations. The Professional will respond in writing to all Construction Document holders.

XXXIX. ADDENDA

Should Addenda be necessary, the Professional will issue them as expeditiously as possible to all parties concerned prior to the time for receiving bids. However, no addendum should be issued within two working days of the receipt of bids unless such addendum also amends the bid opening to a date not less than five (5) working days after the date of the addendum. Bidders should acknowledge any Addendum on the *Proposal Form*. All Addenda will be incorporated into the Construction Documents and become a part of the Construction Contract.

XL. BIDDER'S RESPONSIBILITY

Bidders will fully inform themselves of the conditions regarding the Project and the related site. Failure to do so will not relieve the successful Bidder of obligations to fulfill material and labor requirements, or performing any work required without additional cost to the University.

XLI. BID PREPARATION

The Bidder should submit his bid in **DUPLICATE** in a sealed envelope. If the Bidder desires a copy of the bid, a third copy should be made and retained by the Bidder. The outside of the envelope should have the following information:

The sealed envelope should contain:

(In upper left hand corner)

Name of Firm

(As it appears in the current Mississippi State Board of Contractors Roster)

(Bid shall be addressed and delivered to Location specified by that University)

(In lower left hand corner)

Bid for Project # _____

Title _____

Name of University _____

Certificate of Responsibility #_ (over \$50,000.00)

(If under \$50,000.00 - get statement)

1. Bid Proposal Form:
2. Bid Security:
 - a. Bid Security in an amount not less than five percent (5%)
 - b. Bid Security can be in the form of a certified check made payable to the University.
 - c. Bid Security can be a Bid Bond written by a surety company licensed in Mississippi, countersigned by a Mississippi resident agent and listed on the federal registry
 - d. Power of Attorney (No Power of Attorney is needed with a certified check.)
3. Non-Resident Bidder=s Preference Law (if applicable).

XLII. CERTIFICATE OF RESPONSIBILITY

If a bid is more than \$50,000, a Bidder must have a Certificate of Responsibility Number in order to submit a bid, enter into a Contract, or otherwise engage in or continue in this State in the business of a public Contractor. Any Contractor submitting a bid for construction of public works or public projects without a Certificate of Responsibility Number is guilty of a misdemeanor. [*Mississippi Code 1972, Annotated, Section 31-3-21(2)*]

If the bid is less than \$50,000, a Certificate of Responsibility Number is not required. The bidder must, however, make a *statement* on the outside/ exterior of the envelope to the effect that the bid enclosed does not exceed \$50,000. [**Mississippi Code 1972, Annotated, Section 31-3-21(2)**]

XLIII. NONRESIDENT CONTRACTOR

[**Mississippi Code 1972, Annotated, Section 31-7-47**] A nonresident bidder domiciled in a state having laws granting preference to local Contractors may be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards. Contracts to Mississippi Contractors bidding under similar circumstances; and resident Contractors actu-

ally domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of Contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. However, preference may or may not be given to resident contractors. For the purposes of this section, a foreign corporation which has qualified to do business in the State, in the manner required by law prior to the advertising for bids, shall be considered to be a resident Contractor. [Mississippi Code 1972, Annotated, Section 31-3-21.]

In order to clarify that no law exists, the Bidder will include with the Bid Proposal a statement on letterhead and signed by the same person who signs the *Proposal Form* that no preference laws exists in that state.

XLIV. RECEIPT OF BIDS

The date, time and place of the bid opening are stated in the *Advertisement for Bids*. Generally, bids are received until 2:00 p.m. and are opened shortly thereafter on Tuesdays or Thursdays, for construction, at a location designated by the University. Furniture and Equipment bids are usually received until 2:00 p.m. at a location designated by the University.

When mainly local bidding is anticipated, bids may be opened at the Project location. This change will be indicated in the Advertisement for Bids.

It is the responsibility of the Bidder to deliver his/her sealed bid to the appointed place prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by the U.S. Mail, Federal Express, UPS, etc. will disqualify the bid.

XLV. MODIFICATIONS TO BID

Bids may be modified prior to the bid opening in writing. A facsimile (fax) will not be acceptable.

XLVI. OPENING BIDS

The Professional will attend the bid opening and furnish a detailed bid tabulation.

At the appropriate hour, a representative of the University will declare the bidding closed. All *proposals* meeting the law will be opened and read.

Special Note: If only one (1) *Proposal* is received, the *Proposal* may be opened and read.

The University will retain the original *Proposal Form* and the *Bid Bond* on each bid received. One (1) copy of each of these items will be given to the Professional for information purposes only. The Professional will submit to the Office of Planning Design and Construction Administration a certified tabulation of all *proposals* received, along with a recommendation as to Contract award.

XLVI. WITHDRAWAL OF BID

Any *Proposal* may be withdrawn prior to the time specified for receiving bids. If, however, when all *Proposals* have been read and recorded, should a Bidder realize a mistake has been made in the *Proposal* and desires to withdraw the *Proposal*, the Bidder should rise and announce to all present the intention of withdrawing the *Proposal*. All withdrawal requests, after being made verbally, must be made in writing to the Design Professional no later than twenty four (24) hours following the bid opening. [**Mississippi Supreme Court** decision, Mississippi State Building Commission et al v. Becknell Construction, Inc. et al, 329 So.2nd 57 (1976)]

The letter of withdrawal should be addressed to the Design Professional. It should identify the Project, include the original bid, take-off sheets, and any other supporting documentation to provide proof of error. Failure to include sufficient documentation will be grounds for rejection of the withdrawal request and subsequent loss of the bid security. The Design Professional will forward his recommendation to the Office of Planning Design and Construction Administration and to the Office of Procurement and Contracts.

XLVII. IRREGULARITIES

The Professional along with the Office of Planning Design and Construction Administration and the Office of Procurement and Contracts will determine any irregularities or informalities and render a decision as expeditiously as possible.

XLVIII. RETURNING BID DOCUMENTS

If the *Advertisement for Bids* states the Professional requires a monetary deposit and the amount when obtaining a set of Construction Documents. If the Documents are returned in good condition within ten (10) days, the document holder will be refunded half (1/2) of the deposit.

XLIX. BID PROTEST

When all *Proposals* have been read and recorded, should a Bidder wish to protest, the Bidder should rise and announce to all present the protest. All protest, after being made verbally, must be made in writing to the University (Thru the Professional) no later than twenty-four (24) hours following the bid opening.

The letter of protest should be addressed to the Design Professional. It should identify the Project, include what is being protested, why it is being protested, and be signed by the individual who is protesting.

The University is under no obligation to consider any protest received after twenty-four (24) hours. This includes a protest made by anyone regardless of whether they attended the bid

opening.

L. NEGOTIATIONS

Negotiations are at the University's option. In accordance with House Bill 1172, Laws of 1996: *If the lowest and best bid is not more than ten percent (10%) above the amount of funds allocated for a public construction or renovation project, then the agency or governing authority shall be permitted to negotiate with the lowest bidder in order to enter into a contract for an amount not to exceed the funds allocated.*

LI. DISQUALIFICATION OF BIDDER

All things being equal, a Contract will be awarded to the lowest and best base bid, or lowest and best combination of base bid and alternates, whichever produces a total within the available funds. The following list of situations may disqualify a low Bidder from being considered:

1. Failure to comply with the bid requirements.
2. Bidder is in arrears on existing Contracts with the University System or another state agency.
3. Bidder is, or anticipates being, in litigation or arbitration with the University System or another state agency.
4. Bidder has defaulted on a previous Contract.

LII. INFORMATION ON BID RESULTS

Information pertaining to the results of any bids may be reviewed on the premises at any time during normal working hours subsequent to the time of the bid opening. This authority may be granted only to any business or person who has submitted bids on the particular Project. Businesses or persons not participating in the process may not be permitted access to any Bid Proposal until after an award is made. After the award is made, all information and Documents applicable to the awarded Contract shall be available to any business or person; provided, however, that no information specified by a participant and approved by the University and the Office of Planning Design and Construction Administration as proprietary information will be made available to any business or person.

LIII. SUBCONTRACTOR'S LIST

The Contractor will submit to the Design Professional and the Office of Planning Design and Construction Administration a list of all Subcontractors to be used on the Project within

In addition, Rule 12 of the State Contractor's Rules and Regulations states:

the Prime Contractor on or before the date of being awarded the prime Contract, shall submit to the awarding agency a list of all subcontracts, exceeding Fifty Thousand Dollars (\$50,000.00) with respect to public projects....

Design and Construction Process

seven (7) days after written notice of contract award. Any Subcontractor listed must be acceptable to the University. [**Mississippi Code 1972, Annotated**, Sections 31-3-1 through 31-3-23.]

LIV. AWARD OF CONTRACT

Normally, the University System has forty-five (45) days after the bid opening to award a Contract. The exact days will be stated on the *Proposal Form*.

The Professional will prepare and submit a certified *Bid Tabulation* accompanied by a letter recommending an award to the Office of Planning Design and Construction Administration. The University will proceed as expeditiously as possible to present the award at the next board meeting of the Institutions of Higher Learning.

The Professional and University will be informed in writing of the final action concerning the award made by the State Board of Education.

LV. CONTRACT PREPARATION (amended September 2004)

Following notification by the University that a Contract has been awarded, the Professional will:

1. Prepare within two (2) weeks time the *Standard Form of Agreement between the Owner and the Contractor*.
2. Prepare two (2) sets of Official Contracts and two (2) reduced sets of drawings.
3. Label the front cover *OFFICIAL CONTRACT DOCUMENTS*.
4. The *Contract* should be in the following order and include:
 - a. Index
 - b. List of Drawings
 - c. Advertisement for Bids
 - d. Instructions to Bidders
 - e. Proposal Form
 - f. Standard Form of Agreement Between the Owner and the Contractor
 - g. Contract Bond
 - h. Power of Attorney
 - i. Certificate of Insurance
 - j. General Conditions
 - k. Supplementary Conditions
 - l. Wage Rates, if applicable
 - m. Addenda
 - n. Division 1: General Requirements
 - o. Division 1 Supplements
 - p. Division 2: Site Work
 - q. Division 3: Concrete
 - r. Division 4: Masonry
 - s. Division 5: Metals
 - t. Division 6: Woods and Plastics

- u. Division 7: Thermal and Moisture Protection
- v. Division 8: Doors and Windows
- w. Division 9: Finishes
- x. Division 10: Specialties
- y. Division 11: Equipment
- z. Division 12: Furnishings
- aa. Division 13: Special Construction
- bb. Division 14: Conveying Systems
- cc. Division 15: Mechanical
- dd. Division 16: Electrical

The following checklist will aid in the Contract preparation:

1. **Copies:** Two (2) copies will be prepared. (And any additional copies requested by the University – request is distributed at Bid Opening)
 - a. University (1)
 - b. Contractor (1)
2. **Index:** The contents of the Contract should be listed in the Index to permit easy reference.
3. **List of Drawings:** All Document drawings should be included in the Index.
4. **Dates:** All Documents, including the Contract, the Contract Bond and the Power of Attorney, cannot be dated prior to approval of the State Board of Education. The Documents must bear the same date and may be dated the day of the Board meeting, or any date thereafter.
5. **Contract Form:** The Bureau of Building's *Standard Form of Agreement between the Owner and Contractor* is the **only** Contract form to be used.
6. **Contract Sum:** The Contract sum must be indicated in both words and figures.
7. **Signatures:** All signatures must be original. Photocopies are not acceptable.
8. **Proposal Form:** Insert the *Proposal Form* the Contractor submitted with the Bid and remove the blank form.
9. **Contract Bond:** All projects must have a Contract Bond executed on the Bureau's *Standard Contract Bond Form*. The Bond will be equal to 100% of the Contract amount. All Contract Bonds must be countersigned by a Mississippi resident agent (with embossed seal).
10. **Power of Attorney:** There must be a certificate indicating that the Power of Attorney is in force at Contract time. (dated the same as the Bond with an embossed seal)
11. **Insurance:** The Contractor will furnish the Professional and the University a *Certificate of Insurance* certifying all insurance coverage required by the Contract Documents is in effect.

Once the *OFFICIAL CONTRACT DOCUMENTS* have been prepared, the Professional will obtain the Contractor's (original) signature on both of the Documents and forward them to the Office of Planning Design and Construction Administration, for the University representative's signatures. Copies will be distributed as indicated in Item 1 above.

The Professional shall, unless waived by the Office of Planning Design and Construction Administration, also submit one electronic format copy of the updated Contract Documents

(plans and specifications) in coordination with said Contract Documents mentioned above. Said electronic submittal to be sent within thirty (30) days after bids are received.

CONSTRUCTION PHASE

LV. NOTICE TO PROCEED

The *Notice to Proceed* may be issued immediately after the Contract Documents have been fully executed, an official award has been made..

The *Notice* establishes the Commence date for construction and a projected date of completion.

Sample Notice to Proceed

April 27, 1999

John Tyler Construction Company
1212 Albertville Road
Sampson, MS 39999

Re: Project # IHL 370-999
'95 Roofing Program
University

Gentlemen:

Attached herewith is your copy of the Contract which as been properly executed. This letter is your authority to proceed with the construction of the above referenced Project. Your Contract starting date is **June 1, 1995**. The Contract requires completion within *ninety (90)* consecutive calendar days; therefore, the completion date is *August 29, 1995*.

This Contract requires assessment of Liquidated Damages on Projects not completed within the Contract Time. *Supplementary Condition 9.3.1.4* of the Contract Documents requires each Application for Payment to be accompanied with a letter and supporting data indicating whether or not an Extension of Time is requested.

Please sign and return one (1) copy of this letter to this office.

Sincerely,
(SELECTED PROFESSIONAL)

Project Manager

CONTRACTOR'S ACKNOWLEDGEMENT:

Contractor's Name

The starting date for construction will be coordinated between the Design Professional and the Office of Planning Design and Construction Administration. The projected completion

date will be calculated from the starting date in accordance with the number of calendar days stated on the *Proposal Form* and agreed to by the Contractor.

Three (3) ORIGINALS of the *Notice to Proceed* will be prepared and signed by the Professional. These originals will be forwarded to the Contractor who will sign all, return one (2) to the Professional and keep the other on file. The projected completion date will not change unless an extension is approved through the Change Order process.

LVI. PRECONSTRUCTION MEETING

A Preconstruction meeting will be scheduled prior to the commencement of Work. This meeting may be held prior to the issuance of the *Notice to Proceed*, but no later than fifteen (15) days after the Notice has been issued. The Office of Planning Design and Construction Administration, the Professional and his Consultants, the Contractor, major Subcontractors (including mechanical and electrical), and University's representatives will be in attendance at the Preconstruction meeting.

The Professional will be responsible for scheduling and administering the Preconstruction meeting. The Contractor or Professional is responsible for providing the following information:

1. Prepare meeting agenda:
 - a. Distribute and discuss list of major Subcontractors and construction schedule
 - b. Critical work sequencing
 - c. Designate responsible personnel
 - d. Set procedures for maintaining record documents
 - e. Set procedures for using premises, including office and storage areas
 - f. University & IHL requirements
 - g. Security procedures
 - h. Housekeeping procedures
2. Distribute written notice of meetings:
 - a. Seven (7) days in advance
3. Make physical arrangements for Preconstruction meetings
4. Record minutes
5. Distribute copies of minutes to participants within four (4) days after the meeting.

A written agreement will be reached on how all utilities will be furnished and the rates the Contractor will be charged by the University. This agreement will be resolved at the Preconstruction meeting. If the written agreement is not reached, the Contractor and University waive all rights as to the rates charged.

LVII. CONSTRUCTION SCHEDULE

The Contractor will furnish the Office of Planning Design and Construction Administration and Professional with two (2) copies of a construction schedule for the entire Work within fifteen (15) days after the issuance of the *Notice to Proceed*. This schedule will be revised

each month and forwarded to the Office of Planning Design and Construction Administration and Professional each time.

LVIII. SCHEDULE OF VALUES

After the Professional's review and approval, the Schedule of Values shall be reviewed and approved by the bonding company. A letter of approval from the bonding company approving the Schedule of Values shall accompany the final submittal of the Schedule of Values to the Professional. Payment based on the Schedule of Values shall not be until all approvals are obtained. If requested, revise and resubmit Schedule of Values until approvals are obtained.

LIX. PRODUCT LISTING

Within thirty (30) days after the signing of the Contract, the Contractor will submit to the Professional and the Office of Planning Design and Construction Administration five (5) copies of a complete list of all products which are proposed for installation. The list should be tabulated by specification section.

Within thirty (30) days after the signing of the Contract, the Contractor will submit to the Professional and the Office of Planning Design and Construction Administration five (5) copies of a list indicating all products he proposes for substitution. This list should include:

1. Complete information substantiating the substituted product meets the specifications
2. Product:
 - a. Product identification (name and address)
 - b. Manufacturer's literature (product description, performance/test data, reference standards)
 - c. Samples
 - d. Name and address of similar projects on which product was used and date of installation
3. Construction Methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
4. Itemized comparison of proposed substitution with product or method specified
5. Data relating to changes in construction schedule
6. Accurate cost data on proposed substitution in comparison with product or method specified

LX. OWNER/PROFESSIONAL/CONTRACTOR RELATIONSHIP

The Professional will be the University's representative during construction and until the expiration of the Warranty period. The Professional will make on-site inspections as necessary to protect the interest of the University and to guard the University against defects and deficiencies in the Work of the Contractor. All instructions to the Contractor will go through the Professional.

The Office of Planning Design and Construction Administration will make regular on-site observations of the Work. If the University is occupying the building during construction, the Professional will coordinate with the Contractor and University a schedule for vacating areas as the Contractor requires.

The Contractor's Superintendent is responsible for the coordination of the total construction Project. All Subcontractors will cooperate with the Superintendent so as to facilitate the progress of the Work. Each trade will afford all other trades every reasonable opportunity for the installation of their work. The Contractor will receive all instructions from the Professional.

LXI. OWNER/CONSTRUCTION PROJECT REPRESENTATIVE

Depending upon the size of the Project, the Office of Planning Design and Construction Administration may request the Professional to hire a full-time *Construction Project Representative* to be physically present at the Project site during normal construction hours each week. The Professional will provide, select and compensate the *Representative* upon the approval of the Office of Planning Design and Construction Administration. The duties of the *Construction Project Representative* shall include, but not be limited to, the following:

1. Assist the contractor in obtaining interpretation of the contract Documents from the Professional.
2. Conduct daily on-site inspections to determine conformance with the Contract Documents in regard to Work, Materials, Equipment, etc.
3. Request additional details and/or information from the Professional when needed by the Contractor
4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit these to the Professional with recommendations
5. Anticipate problems, when possible, which may create delays and problems in construction and report these to the Contractor and the Professional for solutions
6. Maintain official relationship only with the General Contractor's Job Superintendent(s) and communicate problems regarding Subcontractors
7. Attend all required construction conferences and participate actively in discussions regarding the Project
8. Conduct tests and inspections authorized by the Professional and as required by the Contract Documents and record results. Maintain a daily log of Project activity which include, but are not limited to: hours on the job site, weather conditions, daily construction activity, number of men in each trade on the site, general observations, written and verbal directives to the Contractor and visits of governmental officials
9. If, upon inspection or observation, Work is found not in accordance with Contract Documents, advise the Professional verbally and in writing. Consult with the Professional for directions if the Contractor does not correct the Work.

10. See that testing and inspections performed by others are in compliance with Contract Documents
11. When requested, accompany all Using Agency, State or Federal officials on construction inspections and record in the daily log.
12. Cooperate with the Office of Planning Design and Construction Administration and provide all requested Project information
13. Maintain in an orderly manner all files, correspondence, reports, shop drawings, samples, Contract Documents, Change Orders, Addenda, supplementary drawings, and daily log
14. Review requisitions for payment submitted by the Contractor and transmit to the Professional with recommendation for payment.
15. Participate in construction inspections with the Professional's Project Director, including regular intervals and substantial completion; provide information regarding completed or defective Work
16. Refer all communications from the Using Agency to the Office of Planning Design and Construction Administration.
17. Copy the Office of Planning Design and Construction Administration on all correspondence relating to the Project
18. Review plans, specifications and shop drawings on a regular basis
19. Advise Contractor and Professional of Work being performed with unapproved shop drawings required by Specifications
20. Check Materials and Equipment delivered to job site against approved specifications, samples, shop drawings and related correspondence; if in conflict, notify Professional
21. Check that Contractor is maintaining record notated drawings of as-built conditions, when as-built drawings are specified.
22. When necessary, act as liaison between the Contractor and the Using Agency in coordinating the occupation of the facility

The *Construction Project Representative* is not authorized to:

1. Authorize deviations from the Contract Documents without approval by the Professional
2. Expedite the Work for the Contractor(s)
3. Advise the Contractor on building techniques or scheduling
4. Approve shop drawings
5. Issue Certificate for Payments
6. Approve substitutions
7. Interpret the Contract Documents except when obviously clear
8. Approve Change Orders

The *Construction Project Representative* should not:

1. Enter into disputes or problems between Subcontractor and Subcontractor
2. Enter into disputes or problems between General Contractor and Subcontractor
3. Offer gratuitous advice to Contractor or Subcontractor(s) on performance of Work whether solicited or not
4. Make vague and unclear log entries as to the Acceptability of the Contractor's Work
5. Order a stoppage of Work except in cases of extreme emergencies

LXII. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

1. Provide and pay for:
 - a. Labor, materials and equipment
 - b. Tools, construction equipment and machinery
 - b. Water, heat and utilities required for construction
 - c. Other facilities and services necessary for proper execution and completion of the Work
2. Pay legally required sales, consumer, use, payroll, privilege and other taxes
3. Secure and pay for, as necessary for proper execution and completion of the Work, and as applicable at the time of receipt of bids:
 - a. Permits
 - b. Government fees
 - c. Licenses
4. Give required notices
5. Comply with codes, ordinances, rules, regulations orders and other legal requirements of Public authorities which bear on performance of the Work
6. Promptly submit written notice to the Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations; appropriate modifications to Con
7. Enforce strict discipline and good order among employees; do not employ or work unfit persons, or persons not skilled in assigned tasks
8. Responsibility toward University-furnished products:
 - a. Designate required delivery date for each Project in construction schedule
 - b. Promptly inspect delivered products, report missing, damaged, or defective items
 - c. Handle at site, including uncrating and storage
 - d. Protect from exposure to elements, from damage
 - e. Repair or replace items damaged as a result of Contractor's operations
 - f. Install and make final connections
9. Contractor should confine the use of the premises to areas permitted by law, ordinances, permits, Contract Documents and the University's instructions:
 - a. Do not unreasonably encumber the site with materials, or equipment
 - b. Do not load structure with weight which will endanger structure
 - c. Assume full responsibility for protection and safekeeping of products stored on premises
 - d. Move any stored products which interfere with operations of Using Agency, or Subcontractors
 - e. Obtain and pay for use of additional storage or work areas needed for operations
 - f. Limit use of site for work and storage to the area indicated on the Contract drawings
 - g. Have no contact with students at any time, verbal or otherwise

LXIII. CONTRACTOR'S PROJECT COORDINATOR

Regardless of the size of the Project, the Contractor will designate one (1) individual as Project Coordinator, or Superintendent, prior to the beginning of the Work. His name and qualifications

will be submitted, in writing, to the Professional and University for approval. Upon approval, the Superintendent will remain until the Project is complete. He cannot be removed during the Construction Phase without the written consent of the Office of Planning Design and Construction Administration and the Professional.

Duties of the Superintendent include:

1. Coordinating the work of all Subcontractors and Material Suppliers
2. Supervising the everyday work taking place on the Project
3. Establishing lines of authority and communication on the job site
4. Being present on the job site at all times
5. Obtaining building and special permits required for construction
6. Consulting with the Professional to obtain interpretations of the Contract Documents
7. Assisting in resolution of questions
8. Transmitting written interpretations to all concerned parties
9. Stopping all work not in accordance with the Contract Documents
10. Presiding at all Progress meetings
11. Preparing and submitting all construction schedules
12. Assisting in preparation of each entry in the Schedule of Values
13. Coordinating any testing
14. Monitoring all temporary facilities
15. Administering the process of all substitutions
16. Conducting final inspections
17. Assisting in collection and preparation of closeout documents
18. Maintaining up-to-date Project record documents
19. Enforcing all safety requirements
20. Recommending and assisting in preparation of requests to Professional for changes to Contract

LXIV. UNIVERSITY'S RELATIONSHIP TO SUBCONTRACTORS

The University's contractual agreement is with the Contractor. The Subcontractor's contractual agreement is with the Contractor. Therefore, the University has no direct contractual agreement with the Subcontractor and is not under any legal obligation to the Subcontractor.

However, the University does expect the Contractor to promptly pay each Subcontractor and Material Supplier, upon receipt of payment from the University. In turn, each Subcontractor should make payments to his Subcontractors and Material Suppliers in similar manner.

The amount retained by the Contractor from each payment to each Subcontractor will not exceed the percentage retained by the University from the Contractor.

The Contractor will provide the Office of Planning Design and Construction Administration a list of all subcontractors. Each subcontractor will be identified as to their specific profession and if they are a minority.

LXV. COMPLAINTS FROM SUBCONTRACTORS

Since, there is no written contractual agreement between the University and the Subcontractor, the Subcontractor has a direct Contract with the Contractor to perform a portion of the Work at the site. This Contract should be in writing for validity. The Subcontractor should assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, has towards the University with respect to the Work to be performed by the Subcontractor. The Subcontractor, unless specifically provided otherwise in the subcontract agreement, is allowed the same benefit of rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the University.

Should the Contractor fail to carry out the subcontract agreement with the Subcontractor, neither the University nor the Office of Planning Design and Construction Administration is bound by law to intercede. The Subcontractor should contact the Contractor's Bonding Company directly for redress. The Office of Planning Design and Construction Administration, however, request a copy of any complaint submitted by a Subcontractor regarding a current Contractor.

LXVI. EQUAL OPPORTUNITY EMPLOYER

The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

LXVII. LABOR LAW COMPLIANCE

If the Project requires compliance with the Davis-Bacon Act, the Contractor will agree to all terms and conditions of this act. In addition, on federal and federally assisted construction Projects, the Contractor agrees to abide by all the terms and conditions of the labor standards for ratios of apprentices and trainees to journeymen.

LXVIII. CONTRACTOR'S INSURANCE

The Contractor will pay for and maintain all insurance required by the University during the entire construction period. If for any reason, the Contractor allows the insurance to lapse or to be canceled, construction will be stopped until insurance has been renewed and the Office of Planning Design and Construction Administration has been notified in writing by the insurance company. The insurance company will notify the Office of Planning Design and Construction Administration thirty (30) days prior to cancellation of the policy.

LXIX. ALLOWANCES

Allowances may be purchased under the direction of the Professional who should consult with the Contractor regarding the products and suppliers when making selections and designating products to be used. The Professional should notify the Contractor and the Office of

Planning Design and Construction Administration in writing of the decisions made regarding these allowances. The amount of each allowance should include:

1. Net cost of product
2. Delivery and unloading at the site
3. Applicable taxes
4. Handling at site, including uncrating and storage
5. Protection from elements, from damage
6. Labor, installation and finishing
7. Other expenses required to complete installation
8. Overhead and profit

The Contractor should assist the Professional by obtaining a minimum of two (2) proposals from Suppliers when requested by the Professional. When selections have been made, the Contractor should enter into a purchase agreement with the designated Supplier.

Should the actual purchase cost be more, or less, than the specified allowance amount, the Contract will be adjusted by Change Order equal to the amount of the difference.

LXX. CONSTRUCTION TESTING

Any soil investigations conducted by the Professional during the Planning Phase may be examined at the Professional's office by the Contractor for information purposes only and is not a Warranty of subsurface conditions. The Contractor may make his own investigations to satisfy himself with the site and subsurface conditions prior to bidding and at his own cost. Further, the Contractor will bear all cost of testing, inspections, etc. during the Construction Phase.

LXXI. PROGRESS MEETINGS

The Design Professional along with the Office of Planning Design and Construction Administration will schedule regular Progress meetings at the time of the Pre-construction Conference where the Professional and his Consultants, and Subcontractors pertinent to the agenda will attend. The Contractor will prepare the agenda to include:

1. Review, approve minutes of the previous meeting
2. Review work progress since last meeting
3. Note field observations, problems and decisions
4. Identify problems which impede planner progress
5. Review off-site fabrication problems
6. Revise construction schedule as indicated
7. Plan progress during the next work period
8. Review proposed changes
9. Complete other current business
10. Review application for payment submitted by the Contractor

LXXII. TEMPORARY FACILITIES/SERVICES

When the Contractor sets up temporary construction facilities and services, he will be expected to meet, or exceed, the requirements established in the current edition of the *International Building Code*. In addition, he shall provide the following:

1. **Access:** An adequate access and/or roads to the site of the structure; at least one (1) temporary or permanent access to each working elevation.
2. **Hoisting Facilities:** Suitable capacity and hoisting facilities for all people and materials.
3. **Field Office and Sheds:** Weatherproof office with telephone.
4. **Sanitation Facilities:** Temporary toilet facilities.
5. **Drinking Water:** Drinking water facilities for all workmen, including icing, when required, paper cups, etc., all maintained in a sanitary condition.
6. **Fire Protection:** Temporary fire protection.
7. **Storage:** Storage areas to various Subcontractors.
8. **Temporary Heat:** Heat, fuel and services, as necessary, to protect all work from dampness and cold until final acceptance.
9. **Utilities:** Furnish water, electricity (lighting and power) and other utilities necessary for construction purposes.

LXXIII. PROJECT SIGN

The Contractor will erect on adequate supports and maintain one (1) neatly constructed and painted 3/4" thick plywood sign approximately four feet by eight feet (4' x 8'). The Professional will provide the colors, letters, layout and location of the sign.

No other signs will be displayed on the job site without permission of the Professional. The displaying of sign advertisements is strictly prohibited.

LXXIV. CHANGE ORDERS

All changes in the Work, except those of a minor nature, consisting of additions, deletions or other revisions adjusting the Contract Sum and/or the Contract Time will take the form of a written *Change Order*. Suggested changes may originate from the Professional, the Contractor, the University, and must be prepared using the Office of Planning Design and Construction Administration's *Standard Change Order Form*. All change orders will include a statement from the architect/engineer indicating why the change was not discovered during the design phase. Only when a *Change Order* is submitted on the appropriate form with all required supporting material, will it be considered.

Special Note: Subcontractors may not originate a *Change Order* because there is no contractual relationship between the University and the Subcontractor.

If changes to the Contract are proposed by the Professional or Contractor and the Office of Planning Design and Construction Administration concur these changes are needed, the Professional will issue a detailed description of the changes with the necessary Drawings and specifications to the Contractor. The Contractor will prepare and submit an estimate of the cost and Time Extension, if any, to the Professional within ten (10) days. The Contractor

should include a price and justification for each task to be accomplished. As a reminder, the maximum cost included in a *Change Order* for profit and overhead is fifteen percent (15%) of the total of the actual cost for Materials, Labor for Subcontractors.

The Contractor's cost and/or Time documentation should include, but is not limited to, the following: quantities of product, labor, and equipment; taxes, insurance and bonds; overhead and profit; weather charts; credit for deletions from Contract; Time records and wage rates; quotation(s), etc.. If Drawings or Specifications are noted on the *Change Order Form*, these should be attached as documentation. In addition, statements, such as *University requested*, will not be sufficient justification. Written requests by the University must be attached for confirmation.

After the Professional has prepared the five (5) **original** *Change Orders*, detailing the need, justification and attaching all necessary Specifications and Drawings, the Professional will sign all five (5) originals certifying the *Change Order* has been examined and analyzed, found to be in order and the cost reasonable. The Contractor will sign all five (5) originals certifying agreement. Afterward, the *Change Order* will be submitted to the Office of Planning Design and Construction Administration for consideration.

Once sufficient funds have been identified and approval has been obtained by the Office of Planning Design and Construction Administration and it is in the best interest of the Project for the *Change Order* to be approved, the appropriate University Official acting as the Owner will sign and approve the changes. Two (2) of the originals will remain with the University; the others will be forwarded to the Professional for distribution:

one (1) to the Contractor, one (1) to the Professional; and, one (1) to IHL. All Change Orders will become a part of the *Standard Form of Agreement Between the University and the Contractor*.

LXXV. MINOR CHANGES TO THE WORK

The Professional will use AIA Document G710, *Architect's Supplemental Instruction*, to record verbal modifications to the Work not involving a change in the Contract Sum or the Contract Time.

LXVI. CONTRACTOR'S MONTHLY REQUEST

The Contractor's requests for periodic and final payments will be submitted to the Professional for approval using AIA Document G720 and G702A entitled *Application and Certificate for Payment*, or a computer generated form having the same format and containing the same information. Before submitting, the Contractor will have the application for payment notarized in accordance with the statement on the application form.

Based on inspections at the site and the Contractor's application for payment, the Professional will certify on the form, by his signature, that the Contractor is entitled to payment in the amount certified. The application and certificate for payment will be delivered to the Office of Planning Design and Construction Administration as an original and four (4) copies.

LXXVII. EXTENSION OF TIME NOTIFICATION

The Contractor must submit with each *Application and Certification for Payment*, or computer generated form, a separate letter stating an Extension of Time for that period of Time is or is not needed. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter or statement will not be considered as adequate justification. The receipt of this request and data by the University will not be considered as the University's approval in any way. When fifteen (15) days of lost construction time are accumulated, a change order must be prepared and, only upon the Office of Planning Design and Construction Administration approval, will the Time Extension be given.

LXXVIII. PAYMENTS ON MATERIALS STORED OFF-SITE

The *Supplemental Conditions* provides for payment on materials stored at some location other than the building site, if agreed upon in writing. The Office of Planning Design and Construction Administration will require several items to be furnished prior to approving payment on materials stored off-site. They are as follows:

1. An acceptable *Lease Agreement* between the General Contractor and the Owner of the land, or building where the materials are stored covering the specific area where the materials are stored.
2. *Consent of Surety* or other acceptable bond to cover the materials stored off-site.
3. All perils insurance coverage for the full value of the materials stored off-site.
4. A Bill of Sale from the manufacturer to the general Contractor for the store Materials.
5. A warehouse receipt, which is a complete list and inventory of materials manufactured, stored and delivered to the storage site, and a receipt for materials removed from the storage site and delivered to the job site.
6. A review by the Professional of the materials at the off-site storage before release of payment.
7. Guarantee no storage costs, or additional delivery fees, or other subsequent costs to the Owner.

LXXIX. PROFESSIONAL'S REQUESTS FOR PAYMENT

The Professional's requests for payment for fees earned during the Planning Phase will be in accordance with stipulations in the *Standard Agreement Between the Owner and the Professional*. During the Construction Phase, however, progress payments will be submitted periodically and will be based on the current percentage requested by the Contractor. All requests will be submitted as an original and four (4) copies of the Professional's *Application for Payment Form*.

If the *Standard Agreement Between the Owner and the Professional* requires the Professional to provide one (1) complete set of corrected reproducible Contract Drawings, the Professional may not be paid until the reproduced portion has been received by the University.

LXXX. PROGRESS PAYMENTS

Each University will attempt to process progress payments to Contractors and Professionals in a minimum of fifteen (15) working days from the date of receipt by the University until the issuance of a check. [**Mississippi Code, 1972 Annotated**, Section 31-5-25]

LXXXI. LUMP SUM PAYMENTS

On small repair and renovation projects where the dollar volume is not sufficient to require periodic requests for payment, the Contractor will submit only one (1) request for payment at the completion and upon acceptance of the Work. Such single payment will be noted in the Bid Documents.

LXXXII. RETAINAGE

Any construction Contract providing progress payments in installments based on an estimated percentage of completion with a percentage of the Contract proceeds being retained, such retainage shall be five percent (5%). Subsequent to July 1, 1994, all state public works require five percent (5%) retainage to be withheld on progress payments. [Mississippi Code 1972, Annotated, Section 31-5-33]

LXXXIII. SECURITIES IN LIEU OF RETAINAGE

Mississippi Code 1972, Annotated, Section 31-5-15, provides that in all public contracts the Contractor may withdraw the whole or any portion of the amount retained from payments due the Contractor by depositing an acceptable security with the State Treasurer in an amount equal to the amount of retainage to be withdrawn. Securities may be in the form of:

1. U.S. Treasury Bonds
2. U.S. Treasury Notes
3. U.S. Treasury Certificates of Indebtedness
4. U.S. Treasury Bills
5. State of Mississippi Bond or Notes
6. Bonds of any political subdivision of the State of Mississippi
7. Certificates of deposit issued by commercial banks located in Mississippi and meeting additional criteria
8. Certificates of deposit issued by savings and loan associations located in the State of Mississippi And meeting additional criteria
9. The State Treasurer can advise Contractors of procedures for depositing securities. A letter of release from the Contractor's surety and a copy or copies of the State Treasurer's securities receipt covering the deposit of securities must be on file with the University before retainage will be released. Substitution of securities may be necessary from time to time because of maturities and increased withdrawal of retainage. Evidence of these transactions must be on file with the University. The University will notify the State Treasurer of the amount of securities required.
10. The Treasurer will accept additional securities for a Project and accept the substitution

for securities already on deposit, but will not release securities without written notification to do so by the IHL Office of Real Estate and Facilities.

11. Professionals approving applications for payment should be advised by the Contractor of these deposits of securities and a copy of the Treasurer's receipt should be provided for his files.

LXXXIV. RELEASE OF RETAINAGE

Retainage will be released on progress payments as prescribed in Section 00800 Supplementary Conditions, Article 9, Paragraph 9.3.1.3. The balance of retainage, except that amount withheld for incomplete items, will be released at any of the following occurrences: [Mississippi Code 1972, Annotated, Section 31-5-25(b):

1. Occupancy by the University.
2. Substantially complete as recommended by the Project Professional and approved by the University and IHL Board Representative.
3. Final Acceptance.

LXXXV. REQUEST FOR ASSIGNMENTS

At times, the Department of the Treasury's Internal Revenue Service has served a *Notice of Levy* to the University against the Professional and/or the Contractor for delinquent federal taxes. According to the *Notice*:

Chapter 64 of the Internal Revenue Code provides a lien for taxes and statutory additions. Notice and demand, as required by the Internal Revenue Code, has been made, and the taxpayer has neglected or refused to pay. The amount is still due, owed and unpaid. All property, rights to property, money, credits, and bank deposits currently in the [Professional's and/or Contractor's] possession and belonging to this taxpayer (or for which the University is obligated) and all money or other obligations the University owes this taxpayer, are levied upon for payment of the tax, plus all additions provided by law. Demand is made on the University either to pay this tax liability or pay any smaller amount that the University owes the taxpayer.

The University will pay directly to the Internal Revenue Service the amount indicated on the *Notice of Levy*, but in no case any more than what is earned and due to the Professional and/or Contractor.

LXXXVI. DEFAULT OF CONTRACT

If the Contractor defaults on the *Standard Form of Agreement Between the Owner and the Contractor* for any of the reasons listed in the *General Conditions*, Article 14, Paragraph 14.2, the University will cease payment to the Contractor and notify the Contractor's Bonding Company and seek satisfaction.

LXXXVII. LIQUIDATED DAMAGES

All Projects having total funds of less than \$1,000,000 may not require liquidated damages unless the Office of Planning Design and Construction Administration records the need and gives written notice to the Professional.

Most Projects having total funds of \$1,000,000 or more will require liquidated damages. The Professional should contact the Office of Planning Design and Construction Administration to determine if liquidated damages are required and, when needed, agree on the amount stated in the *Standard Form of Agreement Between the Owner and the Contractor*.

LXXXVIII. ASSESSMENT OF LIQUIDATED DAMAGES

A recommendation will be made by the Professional covering the assessment of damages on any Project running past the completion date and accumulating liquidated damages. The Office of Planning Design and Construction Administration will, at final closing, assess and enforce liquidated damages on any Project running past the completion date and does not have a Change Order approving an extension of Time.

The Office of Planning Design and Construction Administration will record the amount of the liquidated damages on the *AIA Standard Approval Form* and deduct this amount from the Contractor's final payment. The Professional will notify the Contractor of the assessment of liquidated damages.

LXXXIX. FINAL INSPECTION

Upon completion of the Project, the Contractor will notify the Professional who will make an inspection and compile a list of deficiencies. If, in the Professional's judgment the Project is not ready for final inspection, another inspection will be scheduled.

The Office of Planning Design and Construction Administration's inspection will follow after all known deficiencies have been corrected and the Professional determines the Project is ready. The Professional will call for a group inspection of the Project with the Office of Planning Design and Construction Administration, for the express purpose of determining the Contractor's compliance with the Contract Documents. It is the responsibility of the Professional to determine, arrange and notify those needing to be present of the date, place and time of the final inspection including all applicable federal governmental agency representatives. The date and time of the final inspection will be set for the convenience of the Office of Planning Design and Construction Administration. One (1) week prior to the final inspection, written notice will be furnished to all parties listed above. The Professional will conduct the final inspection in the presence of those listed above and will tabulate a complete list of defects or discrepancies, if any, to be correction by the responsible parties.

Copies of the *punch list* will be furnished to all parties concerned. Once the corrections are made, the Professional will schedule a second inspection at the convenience of the Office of Planning Design and Construction Administration. Final inspection will not be scheduled until all Work is completed or unless otherwise approved by the Office of Planning Design and Construction Administration in writing. Upon completion of all punch list items, the Professional will provide a letter recommending acceptance to the Office of Planning Design and Construction Administration.

XC. SUBSTANTIAL COMPLETION

A *Certificate of Substantial Completion* will not be issued unless University occupies the facility prior to final completion. The date recorded on the *Certificate* will begin the Warranty period.

XCI. DATE OF ACCEPTANCE

If a *Certificate of Substantial Completion* is not issued, then the date of final acceptance recorded will be the date beginning the Warranty period.

XCII. OCCUPANCY

The University will not occupy any portion of the Project without prior approval of the Office of Planning Design and Construction Administration.

XCIII. INSURANCE

Builder's Risk Insurance may not be canceled by the Contractor until final written acceptance by the Office of Planning Design and Construction Administration, or occupancy by the University.

XCIV. CLOSEOUT DOCUMENTS

1. Application for Payment (AIA Form G702)
2. Consent of Surety Company to Final Payment (AIA Form G707)
3. Power of Attorney
4. Contractor's Affidavit of Release of Liens (AIA Form G706A)
5. Contractor's Affidavit of Payment of Debts and Claims (AIA Form G706)
6. Contractor's Guarantee of Work (Company Letterhead)
7. Roof Bonds, Warranty
8. Product Manuals
9. The Professional shall submit to the University one electronic format copy of the project drawings and, unless waived by the University, also submit one electronic format copy of the updated As-Built documents in coordination with the project Close- Out Documents.
10. The Contractor shall provide a final as built survey using GIS and State Plan Coordinates in AutoCad format. This survey must include all elements/features shown on the construction documents, any changes made during construction, plus any additional items discovered during construction.

XCV. CONTRACTOR'S FINAL PAY REQUEST

When submitting request for final payment, the Contractor will include with the application all the above mentioned closeout documents.

XCVI. FORM

A sample of the *Notice of Publication of Final Settlement* is as follows:

<p style="text-align: center;">LEGAL NOTICE</p> <p style="text-align: center;">NOTICE OF PUBLICATION OF FINAL SETTLEMENT</p> <p>Notice is hereby given that the Contract between the (<i>Name of University</i>), of the State of Mississippi - Jackson, Mississippi, on the one part, and <u>(Contractor's Name)</u> of <u>(City/State)</u> on the other part dated <u>(Award Date)</u> for</p> <p>Project # _____ Project Title _____ University Name _____</p> <p>in or near the Town of <u>(Project Location)</u> in <u>(County)</u>, Mississippi has fully and completely performed and final settlement therefore has been made or authorized to be made as shown by this advertisement published at the request of the (<i>Name of University</i>).</p> <p>This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.</p> <p>Dated this the <u>(Day)</u> day of <u>(Month)</u>, 20 <u>(Year)</u>.</p> <p>(Name of University)</p> <p>_____ (University Designee)</p>
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WARRANTY PHASE

XCVII. WARRANTY PERIOD

If, within the period of one (1) year after the University's date of substantial completion or final acceptance of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Office of Planning Design and Construction Administration will inform the Professional who will instruct the Contractor by written notice, to promptly correct faulty workmanship and materials.

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The IHL Office Real Estate and Facilities will be notified in writing by the University if the Contractor fails to respond promptly. The Contractor is not responsible for maintenance during the one-year Warranty period. It is the responsibility of the University to determine if corrective action is required because of faulty maintenance or faulty construction workmanship and materials.

The University is to request action on the part of the Contractor only in those areas where responsibility lies with the Contractor.

The Contractor is not responsible for any actions taken by the University if a Warranty is voided by inappropriate actions. The University should take care in its routine maintenance not to void any Warranties.

XCVIII. YEAR-END INSPECTION

Thirty (30) days prior to the end of the one-year Warranty period, the Professional will notify the IHL Office of Real Estate and Facilities, the University, Consultants and all prime Contractors of the date and time of the year-end inspection.

At this inspection, those items of Work which are the Contractor's responsibility needing attention will be listed. This list will be distributed by the Professional to each of the parties in attendance at the inspection. The Professional is responsible for notifying the University when all items listed have been corrected. If the Contractor fails to take corrective action, the University should so inform the IHL Office of Real Estate and Facilities in writing.

If the Contractor does not take action in correcting the items listed after the inspection, the Contractor's Bonding Company will be contacted for satisfaction. No further Contracts will be issued to the Contractor until the problems have been solved.