



NORTHWEST

MISSOURI STATE UNIVERSITY

FACILITY SERVICES

Capital Programs

DESIGNER'S INFORMATION PACKET

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INTRODUCTION

FORWARD

Congratulations on being selected to work on a Northwest Missouri State University Capital Programs project. As with many large public owners; we have several Statutes, Regulations, Executive Orders, Codes, Policies, and Standard Procedures we must ask you to follow. To simplify your task, we have tried to put the majority of those requirements in this one (1) Document. This information packet is to be used by the Design Consultant to:

- 1 Prepare a fee proposal for project work requested by Northwest Missouri State University (Northwest) Capital Programs.
- 2 Provide the Designer information regarding Northwest's policies, procedures, and requirements for the administration of both A/E Services Agreements and Construction Services Contracts.
- 3 Provide samples of forms, templates, and documents.
- 4 Make you aware of what is required for an acceptable design submittal and your construction services requirements.

DESIGNER'S INFORMATION PACKET

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APPENDIX A Apparent low bidder interview questions.

INDEX TO DESIGN MANUAL ELECTRONIC FILES

The Designer's Information Packet refers to electronic files and formats to be used during the Design process. This information is intended to assist the A/E in doing business with Northwest. The electronic forms available from Northwest are Adobe documents (.pdf), MS Excel documents (.xlsx), MS Word documents (.docx), and MS Word templates (.dotx).

1. ATTENDANCE RECORD

2. **PRE-DESIGN**

- Professional Services Proposal
- Scope of Work
- Professional Services Statement
- Contract Change/Contract Change Internal Checklist (CC)
- Proposed Project Cost Budget (PPCB)

DESIGN

- Guidelines for Design and Construction (GDC) (format varies)
- Division 0 and 1 Documents (provided by Northwest Purchasing)
- Schematic Design Deliverables List
- Design Development Deliverables List
- Construction Documents Deliverables List
- Coordination Plan Deliverables List
- Bid Documents Deliverables List
- Format for Construction Specifications
- Cost Estimate Detail (example)
- Single Feasible Source (SFS) Justification
- Design Submittal Review Comment Form
- Schedule of Activities
- Instructions for creating IFB

BID PHASE

- How to use Drexel Technologies

CONSTRUCTION PHASE

- Pre-Construction Meeting Manual
- Pay-Progress Meeting Template
- Designer's Supplemental Instructions (DSI) & Log
- Request for Information (RFI) & Log
- Request for Proposal (RFP) & Log
- Contract Change (CC) & CC Log for Construction
- CC Detailed Breakdown-GEN & SUB
- CC Detailed Breakdown-Samples
- Contract Change Directive (CCD)
- Schedule of Values
- Certificate for Payment Form A-B-C
- Notice of Non-Compliance Service
- Contract Pay Application
- Inspection Request Form

CLOSEOUT

- Punchlist Form
- Certificate of Substantial Completion
- Record Drawing Documents Deliverables List
- Guarantees, Warranties and Bonds (GWB)
- Roofing System Manufacturer's Warranty (RSMW)
- Certificate of Operating and Training Instruction
- Certificate of Final Acceptance
- Project Warranty Notice
- Final Warranty Report
- A/E Performance Evaluation Form (to be completed by Northwest Capital Programs)

added 3-18-22

1.0 INSTRUCTIONS TO ARCHITECTURAL/ENGINEERING FIRMS FOR PRE-PROPOSAL MEETING

1.1 GENERAL

- 1.1.1 Northwest's Project Manager may conduct a Pre-Proposal Meeting that will include the Northwest Stakeholder, Purchasing Department and the Consultant's Representative.
- 1.1.2 The A/E Firm shall submit a proposal within two (2) weeks following the Pre-Proposal Meeting.
- 1.1.3 The A/E shall complete the **Professional Services Proposal** form and return it to the Northwest Purchasing Buyer with a copy to the Northwest Project Manager.
- 1.1.4 All information entered on the Proposal form shall be typewritten.
- 1.1.5 If the Consultant believes there is inadequate funding to complete all work described in the proposed Scope of Work, a letter should be submitted stating the estimated amount of work that can be accomplished. The Professional Services Proposal should be based upon the work that can, in the Consultant's opinion, be accomplished.

1.2 BASIC SERVICES

- 1.2.1 The A/E shall enter the **detailed** Scope of Work that was agreed upon at the Pre-Proposal Meeting. If a pre-proposal meeting is not planned, a scope of work document shall be agreed to by the Project Manager in advance of the proposal submittal. General statements with vague scopes of work **will not** be acceptable.
- 1.2.2 The A/E shall use their own judgment, considering the complexity and extent of the job, available information, etc., in determining the professional fees. Basic Services shall include CAD Deliverables. In the event of the need for special preliminary studies or other work beyond Basic Services, the A/E should identify the associated fee as a separate component of the Basic Services fee.
- 1.2.3 A/Es may submit a proposal based upon an hourly rate or a flat/fixed fee. If fees are based upon an hourly rate, a "Not-to-Exceed" amount must be specified.
- 1.2.4 The A/E may propose a payment schedule for Basic Services in alignment with the Scope of Work requirements. Traditional proportional fee schedules which include up to 15% of the total fee for Schematic Design, 35% for Design Development, 75% for completed Construction Documents and 80% for completion of Procurement Services should be followed in as much as practical. The remaining 20% of the fee for the Construction Administration may be apportioned in monthly requests.
- 1.2.5 The A/E shall provide a detailed breakdown of Basic Design Services, Special Services, and Direct Cost items, which will be required to complete all Basic Services. All Additional Services identified while preparing the Proposal shall be included as part of Basic Services. Design Services costs of the A/E and sub-consultants shall be identified by phase per discipline. Other Basic Services such as topographic surveys, soils testing, or furnishings should be itemized separately. Direct Cost items as identified in Reimbursable Expenses shall be itemized. Unless otherwise agreed to in writing, do not include reproduction and delivery costs for Bid Documents or review copies for the Owner.
- 1.2.6 All A/E pay requests shall be submitted on the Northwest form, **Professional Services Statement**. The Designer's standard invoice and backup information should be attached to the Northwest statement form.

1.3 ADDITIONAL SERVICES

1.3.1 The intent of this contract is to include as many Additional Service type expenses in Basic Services as possible including the cost of visits to the site. Provide an all-inclusive lump sum proposal rate for additional unplanned Owner-requested site visits during construction. If there are other services that may be required, but cannot be quantified at the beginning of the project, the A/E must specify the fee basis to be used for those Additional Services in the event such are deemed necessary. All Additional Services will be issued as a **Contract Change** (for design).

1.4 REIMBURSABLE EXPENSES

1.4.1 The intent of this contract is to include as many reimbursable type expenses in Basic Services as possible. The A/E shall use their own judgment in determining what items, if any, they feel should be included. Unless otherwise stated in the Agreement, the Owner will reproduce and distribute internal review sets for the Owner and Stakeholder and all Bid Documents and Addenda shall be reproduced and distributed by an external electronic plan room. If no other reimbursable expense items are to be included, enter "NONE." Only those additional items listed under this section will be reimbursed. If expenses for travel, photography, etc. are anticipated, it is preferred that the Basic Services fee reflect these costs. Reimbursable expenses will be added, if needed, using the **Contract Change** form (for Design).

1.5 PROJECT COMPLETION SCHEDULE

1.5.1 Purpose – The development and use of a Design Schedule is a tool to communicate the direction and status of a project to Design Team members and other interested parties. It is also valuable to highlight challenges in the Design Phase and pinpoint potential areas of delay. By defining the areas and timeframes for which Design Team members are responsible, use of the schedule will make all team members accountable to the others for their areas of responsibility.

A. Policy:

1. A Design Schedule will be developed for each project managed by Northwest.
2. The Design Schedule will be maintained and monitored by Northwest with assistance and input from the Design Consultant and Stakeholder Representative.
3. When circumstances require a change in the Design Schedule, the schedule change will be documented and communicated to all members of the Design Team (Design Consultant, Stakeholder Representative, and Program Manager).
4. The ability to maintain and meet the agreed upon and approved design schedule will be a factor in the performance evaluation of the Design Consultant.

1.5.2 The preliminary project schedule shall be reviewed at the Pre-Proposal Meeting. All parties shall agree to or revise (if necessary) the project schedule. Any changes to this schedule must be approved by the Stakeholder and Northwest Project Manager.

1.5.3 The design schedule format should be on Northwest Schedule of Activities form.

2.0 A/E PERFORMANCE EVALUATION PROCEDURE

2.1 POLICY

2.1.1 To ensure the Designers selected are performing quality work, that future selections are based on past performance and that the public's tax dollars are prudently spent, Northwest has implemented an A/E Performance Evaluation process based on pre-established criteria.

2.1.2 Definitions

- A. A/E: An abbreviation for the term Architectural/Engineering Firm. For its use in this document, it can be interchanged with the term Consulting Firm or Design Firm.

2.2 PROCESS

2.2.1 The Northwest Project Manager will deliver and review the **A/E Performance Evaluation** form at the Pre-Design Meeting.

2.2.2 The A/E Firm will be rated by the Project Manager at the end of Design or Study for design/study only contracts or at Final Acceptance of Construction.

2.2.3 The Project Manager will complete the A/E Evaluation at the end of the Design/Study Phase of the project for design only projects or at Final Acceptance of Construction. The results obtained from this evaluation will be included in the performance rating for the A/E. Questions pertain to the A/E's performance, on-going communication abilities, document preparation, quality of specifications and construction drawings, promptness/quality of services provided during the Construction Phase, the quality of the construction and the overall success of the project. The Rater is required to give a letter grade to each question on the evaluation sheet. The response ratings are to be: A (Outstanding), B (Above Average), C (Average), D (Weak), or F (Unacceptable). Comments are required for ratings of an "A", "D", or "F". After the rating has been completed, the rating is given to the Director of Capital Programs.

- A. The completed Project Manager A/E Evaluation form is sent to the Project File after the rating information has been recorded and reviewed with the Director of Capital Programs. A copy of the rating is provided to the Director of Purchasing and the Design Firm. The Project Manager will meet with the Design Firm upon their request to discuss the ratings given, including any shortcomings identified and to cover areas the Firm is excelling.

- B. The information is logged into the A/E Ratings Database.

2.2.6 Summary

- A. The A/E Ratings database contains each project's rating and the Firm's average ratings for all projects to form an overall performance evaluation for the Firm. Each individual project rating is included in the overall performance rating for a period of six (6) years.

2.3 A/E APPEAL PROCESS

2.3.1 The intent of the A/E Evaluation process is to point out areas where the A/E may excel or lack in performance. Northwest's goal is to encourage excellence in design performance and inform a Firm in a timely manner if a problem exists. Should an A/E take exception to Northwest's evaluation score, the Firm may appeal to the Director of Capital Programs.

3.0 GENERAL POLICY/PROCEDURES FOR PROJECT MANAGEMENT

3.1 PROJECT NUMBERS

- 3.1.1 The Northwest Project Number consists of a five-digit number, i.e. 20-001. The Project Number and Title used on our Request for Proposal letter will become your A/E Agreement Number and title. **Please reference that Number and Title on all related correspondence and documents.**
- 3.1.2 Project Numbers shall appear on all correspondence and documents such as Professional Services Statements, Construction Contract, Contact Change documents, etc.

3.2 MEETING MINUTES

- 3.2.1 The A/E Firm must generate minutes for all meetings (except the Pre-Proposal Meeting) concerning the project and distribute copies to all participants as well as the Project Manager, if not a participant, **within three (3) days** after each meeting, for a satisfactory grade. Unless specific exceptions are taken in writing to the minutes as distributed, the document will serve as a consensus agreement concerning the discussions held and decisions made.
- 3.2.2 Minutes should include a summary of the meeting conversations, attributing various proceedings to individuals in order to provide clarity. General statements such as "HVAC system was discussed" or "finish materials were approved" should be avoided.

3.3 CORRESPONDENCE

- 3.3.1 A copy of **all** correspondence relating to the project must be sent to Northwest's Project Manager.

3.4 CHANGES IN SCOPE OF WORK

- 3.4.1 There shall be no change in the Scope of Work on a project without written approval of Northwest. Under no circumstances, may any Stakeholder increase the Scope of the program or change the intent of the program without the approval of the Director.

3.5 SUBMITTAL OF PLANS TO CITY AND COUNTY GOVERNMENTS FOR REVIEW, CONSTRUCTION PERMITS, INSPECTIONS, AND RELATED MATTERS

3.5.1 Permits

Since the Owner is Northwest Missouri State University, municipal or political subdivision ordinances, zoning ordinances, construction codes, and other like rules and regulations are not applicable to construction on the Northwest's property, and the Contractor will not be required to submit Plans and Specifications to any municipal or political subdivision authority, obtain construction permits or any other licenses or permits from, or submit to inspections by any municipality or political subdivision relating to the construction of this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Northwest shall be obtained by and paid for by the Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules, and regulations as it is not the intent of Northwest to arbitrarily dismiss the authorities identified above.

- 3.5.2 On work off of Northwest property, we must submit our designs for review and obtain approvals. Connections to sewer and water lines, driveway entrances, and gas service connections are examples of off-site work that may occur on some of Northwest's projects and may require Local government, Department of Transportation, or other approvals. The design of off-site work must be coordinated with such Agencies. Standard fees charged for applications, reviews, etc. will be paid by Northwest – usually through the Design Consultant, who will be reimbursed. The cost of any construction permits or inspections will be borne by the Construction Contractor in the contract price, as presently indicated by the General Conditions.

- 3.5.3 Northwest is subject to State and Federal regulations and design work must be handled accordingly.
- 3.5.4 Any new project where one (1) or more acres of land will be disturbed requires a Missouri Department of Natural Resources (DNR) Land Disturbance Permit.
- added 3-18-22 3.5.5 Northwest requires periodic inspections at defined stages of construction as listed in the [Inspection Request Form](#).

4.0 DESIGN POLICIES/PROCEDURES

4.1 PRE-DESIGN MEETING

- 4.1.1 The Project Manager will determine if a Pre-Design Meeting will be held. After the A/E Agreement has been signed, the Project Manager may schedule a time and place to meet with the A/E and Stakeholder.

4.2 REVIEW SUBMITTAL DOCUMENTS

- 4.2.1 Unless otherwise stated in the Agreement, the Owner will reproduce and distribute review sets for the Owner and Stakeholder as well as all Bid Documents and Addenda.
- 4.2.2 The documents submitted at the end of the Construction Documents Phase will be known as Final Review copies. After incorporating any necessary items following Final Review, the A/E shall submit documents ready for bidding to the Owner's Project Manager for approval prior to posting to the electronic plan room. **All Bid Documents submitted for approval must be sealed by a Registered Architect and/or Professional Engineer from the State of Missouri, as appropriate.** The A/E is further required by contract provision to assist the Owner in obtaining bids. This is to include contacting qualified Contractors as necessary to create interest.

4.3 BASIC REQUIREMENTS OF DESIGN PHASE SUBMITTALS

- 4.3.1^Á Design submittals shall comply with the Professional Services Agreement. **Specification format must be consistent throughout the Specifications and follow the [Format for Construction Specifications](#) (Northwest Standard Specification Format), Section, and Part.**

The Review Submittals for Project Design shall include the following:

- 4.3.2 Schematic Design Phase
(May be combined with the Design Development Phase)
 - A. As required in the [Schematic Design Deliverables List](#).
- 4.3.3 Design Development Phase
 - A. As required in the [Design Development Deliverables List](#).
- 4.3.4 Construction Document/Final Review Phase
 - A. As required in the [Construction Document Deliverables List](#).
 - B. As required in the [Coordination Plan Deliverables List](#).
- 4.3.5 Bid Documents
 - A. As required in the [Bid Documents Deliverables List](#).

4.4 SPECIFICATION OF PRODUCTS ON STATE CONSTRUCTION WORK

- 4.4.1 Specifications placed on the market by Northwest shall call out more than one (1) manufacturer's product, preferably as many as possible that meet the needs of the job. Generally, unless it is clearly shown that only a single (sole source) product will suit the needs of the job, at least three (3) manufacturers should be named. Of course, in instances where a great number of manufacturers' products are suitable; for example in the case of bronze valves, it is not required that manufacturers' name be listed. In the event a Designer believes a single product is the only one (1) suitable, the Designer must present the case to the Director of Purchasing, through the Northwest Project Manager, for a decision before the Specification is so written.
- 4.4.2 Although we, as a government Agency, may restrict approved products to a single item when fully justified as the only suitable product for a particular application, we cannot allow overly restrictive specifications based upon personal product preferences or desires to use "only the very best." If a Single Feasible Source item is deemed necessary, the Owner's Policy is to be followed. **All specifications shall be in compliance with the current Northwest Guidelines for Design and Construction (GDC).**
- 4.4.3 The three (3) manufacturers' products named should include the specific model numbers, styles, and other information necessary to clearly identify the acceptable product. Listing of only a manufacturer's name is **not** acceptable.
- 4.4.4 The products listed must be of equivalent quality, service life, and efficiency to compare "apples to apples".

4.5 ACCOMMODATION OF WEATHER-RELATED CONSTRUCTION DELAYS

- 4.5.1 The allowable "bad weather" days during construction are defined in Article 4 of the General Conditions of the construction contract. The Designer shall evaluate the effects of bad weather to develop an overall completion time stated in working days and shall include "bad weather" days. Thus, the Contractor will have a specified number of working days to complete the project from the Notice to Proceed and the specified number of "bad weather" days will be included within that construction period. When the Contractor loses a day of work due to bad weather, that loss will be charged against the "bad weather" day allowance. Only when more days are lost than are allowed will a time extension for bad weather be necessary. On the other hand, if the specified number of "bad weather" days is not encountered, the Contractor will not be expected to "give them back." A "bad weather" day is defined in Section 012100 Allowances as a day when weather related conditions preclude performance of critical work activities for 50% or more of the Contractor's scheduled workday declared unavailable for work. The Contractor's progress schedule shall clearly indicate the bad weather day allowance as "activity" or "activities".

4.6 PAYMENT OF UTILITY COST DURING PROJECT CONSTRUCTION

- 4.6.1 In an effort to provide an incentive to Contractors to conserve energy during the construction of new facilities, it shall be our general policy that the cost for power, heat, light, etc. be the responsibility of the Contractor until the project is substantially complete and accepted by Northwest.
- 4.6.2 Due to the location and circumstances involved at many of the construction sites at existing facilities, this policy must be applied with caution; in fact, most of our projects will probably not lend themselves to such a stipulation in the Specifications. Renovation projects or new building on an existing campus where provisions for metering and pricing utility charges to a Contractor are not available are typical exceptions necessary to the general policy. However, new buildings at sites without present Northwest-owned utility systems and other such projects where a new service will have to be established with a utility company are prime candidates for application of this policy.
- 4.6.3 In summary, the Designer shall clearly identify who is responsible for payment of utilities during construction in the appropriate paragraph in Section 015000 Construction Facilities and Temporary Controls.

5.0 COST ESTIMATING POLICIES/PROCEDURES

5.1 COST ESTIMATE POLICIES

5.1.1 The Designer shall provide a design that completes the Scope of Work included in the Designer's contract. The Designer's Base Bid estimate shall not exceed approximately 90% of the total Allowable for Construction (AFC) amount with flexibility depending upon the complexity of the project. Alternate bids shall be used for amounts that exceed 90% of the AFC. These percentage figures are subject to variance, depending upon the size of the project. If Alternates are used as part of the final design documents, the Designer shall prepare cost estimates for each Alternate in the same formats required for the Base Bid estimates.

5.2 COST ESTIMATE SUBMITTALS

5.2.1 The Designer shall submit construction cost estimates to the Project Manager at the end of Schematic Design, Design Development, and Construction Documents as well as just prior to placing the project on the market for bids. Cost estimates must confirm that the project design meets the program, construction budget, and related requirements as defined in Professional Services Agreement. If any addenda are issued, an updated cost estimate shall be provided to the Project Manager in advance of the bid opening date.

5.2.2 An example [Detailed Cost Estimate](#) is provided.

5.3 FINAL COST ESTIMATES PRIOR TO BIDDING

5.3.1 The Final Statement of Estimated Construction Cost shall be detailed by CSI Specification Section showing the estimated cost per section broken down by unit quantities to include unit costs for labor, material, and equipment.

5.3.2 If Unit Prices are included in the proposal form, the estimate is to identify the Unit Price cost. (See 6.2 below for further clarification.)

6.0 BIDDING POLICIES/PROCEDURES

6.1 GENERAL

6.1.1 Northwest's Purchasing Department is responsible for bid package reproduction, solicitation of bids, bid opening, contract preparation, and contract award. The Consultant will be required to evaluate the bids as a part of the Basic Services.

6.2 UNIT PRICES

6.2.1 Policy

- A. If an unknown condition exists that could result in increased project costs, and such conditions cannot be substantiated during design, then the Designer shall include "Unit Prices" in the Bidding Documents.
- B. In Section 012200, clearly define what is to be included in the requested Unit Price item.
- C. Unit Prices are not to be utilized strictly to add to the work.

6.3 BID ALTERNATES

6.3.1 Upon approval of the Project Manager, the Consultant may include Alternate Bids. Typically no more than four (4) additive Alternates should be utilized with the Project. The Alternates, when bid, may be accepted in any order per the Instructions to Bidders.

6.3.2 Alternates shall not render the Project unusable. The Consultant shall include Base Bid and all Alternate Bids.

6.4 ADDENDA

6.4.1 Addenda should include design changes developed from Contractor/Supplier information, Northwest requests, answers to questions, and clarifications of the Scope of Work. The Designer must coordinate contents of the Addenda with the Project Manager. Minutes from the Pre-Bid Meeting shall be attached to the Addendum following the Meeting for "information purposes only". All changes to the Bid Documents must be in the body of the Addendum.

6.4.2 Distribution of Addenda shall only be made upon approval by Northwest Purchasing Department and the Project Manager.

6.4.3 Northwest Purchasing Department shall determine the latest date to issue addenda prior to the bid opening.

6.5 BID REVIEW

6.5.1 The Designer will be requested to provide professional review and analysis of the bids. As a part of their review, the Designer shall interview the apparent low bidder(s). A list of suggested interview questions are attached to this document as Appendix A. After completion of their review and analysis, the Designer shall submit a recommendation letter to the Northwest Project Manager.

7.0 CONSTRUCTION POLICIES/PROCEDURES

7.1 RECORD DRAWINGS, CAD DELIVERABLES, AND WARRANTIES/ OPERATING INSTRUCTIONS

- 7.1.1 The A/E Agreement requires the Consultant to submit CAD Deliverables with each phase of the project.
- 7.1.2 The A/E, if requested, shall provide .dwg files to the Contractor or Subcontractors for the purpose of preparing Shop Drawings at no cost.
- 7.1.3 Prior to final payment, the Consultant shall provide CAD Deliverables.
- 7.1.4 The General Conditions require the construction Contractor to provide the Consultant with a marked set of the project drawings showing all Contract Changes or other variations from the original Contract Documents. The Consultant shall not recommend approval of the Contractor's final pay request unless this requirement has been met.
- 7.1.5 Final payment to the Consultant will not be approved without the submittal of the required documents outlined in paragraphs above.
- 7.1.6 The General Conditions require the construction Contractor to provide the Consultant with two (2) copies of all warranties and operating instructions.

7.2 CONTRACT CHANGES (CONSTRUCTION)

7.2.1 Introduction

- A. During the Construction Phase of a project, a **Contract Change** form (for construction) may be required to modify the Construction Contract. A definition of terms is first presented followed by Northwest's policy on Contract Changes.

7.2.2 Definition of Terms

- A. Contract Change form:

The Contract Change form (for construction) is a written legal document, prepared by the Design Professional, that modifies a Construction Contract, and affects the time and/or cost of the project. It must be signed by Northwest and the Contractor before work relating to the Contract Change commences.

- B. Owner:

The Owner Northwest Missouri State University.

- C. Owner's Representative:

1. **Construction Representative** is the Owner's Representative for construction administration and may be either the Project Manager or Construction Administrator.
2. **Project Manager** is the individual assigned by Northwest who is responsible for the project during the Design Phase and Construction Phase.
3. **Designer** is the Engineer or Architect of Record who designs the project.
4. **Stakeholder** is the Northwest User for the project. Although they provide input regarding operations and coordination, they have no authority to authorize changes, but may request changes through the Project Manager.

7.2.3 Contract Change Policy

- A. Construction Contract Changes shall be limited to those required to complete the work as contemplated at the time the Plans and Specifications were approved by the Owner, and to those necessary to ensure proper and efficient functioning of the Facility for its intended purpose.
- B. A Contract Change is required to modify any of the original Contract Documents to satisfy a requirement for more work, less work, or different work than originally specified, or for modification of the Construction Completion Date.
- C. In accordance with Article 1 of the General Conditions, any incidental work obviously necessary to complete the project within the Scope of Work defined by the Drawings and Specifications, although not shown, shall be performed by the Contractor.
- D. Changes necessary for corrections required to ensure proper functioning of the Facility and revisions arising from unanticipated conditions encountered during construction are justifiable changes. Contract Changes that involve unusual circumstances and are considered to be in Northwest's best interest may be allowed.
- E. When a project is nearing completion, proposed changes must be very carefully evaluated from the standpoint of the Contractor's operations and the resultant effect upon the time of completion. Such late changes could add considerably to the cost of the work, resulting in the release of the Contractor from liquidated damages, delay in the completion of the project, and further withholding of the Contractor's final payment.

7.2.4 Contract Change Initiation

- A. A request for change may originate from Northwest's Project Manager or the Contractor.
 - 1. The Owner may initiate a change to the Contract. The Project Manager acts as the Owner's Representative for purposes of Owner requested changes. The Stakeholder or Designer shall notify the Project Manager for all change requests. If the change is within the Project Scope and funds are available, the Project Manager will forward the request to the Designer for the preparation of a **Request for Proposal** (RFP).
 - 2. The Contractor may initiate a **Request for Information** (RFI) to the Designer with copies to the Project Manager. Once the Designer determines that the appropriate response to a RFI will require a Contract Change and the Project Manager concurs, the Designer issues a RFP to the Contractor. The Contractor should respond to the RFP with a detailed proposal.

7.2.5 Contract Change Preparation

- A. Description of Change – The Designer completes the top portion of the **Contract Change** form (for Construction) and forwards it to the Contractor. The Designer may use the Contractor’s proposal from the RFP (if issued) to fill out the Contract Change.
1. General – Since verbal directions lead to misunderstandings and nothing verbal modifies the Contract, it is in both parties’ interest to issue clear, complete, but concise Contract Changes. The Description must include the quantity and quality required where the work is to be changed. Attach any sketches or amplifying information. Do not include the reason for the change in the description.
 2. Standard Format
 - a. Begin the Description with the proposed action involved in the change (i.e., add, delete, credit, substitute, etc.)
 - b. Specify the quantity and type of items used. If more than one (1) change is involved, itemize the quantity and types.
 - c. Reference drawings or sketches used are to be attached with appropriate identification and dates.
 3. Lengthy Description of Change – If the description of work is lengthy or complicated, the Description of Change shall be summarized on the first page. A detailed Description of Work and/or Sketches shall be added as Attachments.
- B. Cost Estimate – The Designer shall prepare and send an independent cost estimate to the Project Manager along with a copy of the Contract Change with Part I – Description of Change completed or the RFP. **Care should be exercised to ensure this estimate is not seen by the Contractor.**
- C. The Project Manager verifies that funds are available for the proposed work and that the work is within the intent of the appropriation.
- D. The Project Manager will evaluate the suitability of the change with regard to field conditions and progress of work and notifies the Designer of any clarifications to the Description of Work.

7.2.6 Contractor's Proposal

- A. The Contractor will submit a proposal in response to a RFP. The proposal is to indicate any additional workdays required for the additional work and attach a detailed cost breakdown in accordance with the General Conditions. The Contractor shall provide justification for any requested time extension. If no time extension is necessary, the Contractor shall clearly state this in the proposal. **NOTE:** Time extension shall not be granted for delays in delivery of materials associated with the original Contract Scope.

SPECIAL NOTE:

The entire process to prepare a Contract Change does not require an inordinate amount of time to complete. In a special case where quick handling is necessary to avoid delay to the Contractor, the Designer and/or Project Manager may meet with the Contractor, sketch the necessary change, develop handwritten notes or specifications, and immediately receive a handwritten price quote from the Contractor.

7.2.7 Proposal Review and Negotiations

- A. The Designer evaluates and makes a recommendation regarding the proposal for completeness, fairness of price and justified time extension. The proposal may be acceptable or unacceptable.
1. Acceptable Proposal:
 - a. The Designer shall reach concurrence with the Project Manager.
 - b. If the proposal is acceptable, the Designer prepares the Contract Summary. If the proposal varies by more than 10% from the Designer's estimate, the Designer shall explain the difference and why approval is recommended.
 2. Unacceptable Proposal:
 - a. The Designer shall negotiate the Contract Change with the assistance of the Project Manager as required.
 - b. Revisions – If the proposal is not acceptable and requires revisions or corrections, the Designer shall issue an updated Contract Change for the Contractor's signature.

7.2.8 Contract Summary (By Designer)

- A. Contract Change Number:
1. Designer must assign the Contract Change number.
 2. It must be sequential from the last Contract Change number issued for this Project.
 3. The Contract Change number may never be reused or changed once issued.
 4. If a Contract Change is not approved after Designer recommendation, the Contract Change must complete its approval/disapproval cycle for accurate tracking of Contract Change numbers.

SPECIAL NOTE:

If at any time, after assignment of a Contract Change number, during the processing of a Contract Change, it is decided to reject the Contract Change; a “disapproved” notation in bold letters must be stamped on the face of the Contract Change. Even though disapproved, it must complete the process shown herein.

7.2.9 Contract Change Internal Division’s Checklist

- A. The Project Manager is responsible for the completion of the **Contract Change Internal Checklist**. This form is used to verify that the necessary documentation is attached, provide a reason for the change(s), assign fund accounts, and provide proper Northwest concurrences and approvals.

7.3 A/E ERRORS AND OMISSIONS

7.3.1 Policy

- A. It is in the best interest of all parties to quickly correct Errors and Omissions (E&Os) found during the Construction Phase. The responsibility for E&Os will be determined after construction is complete, but before final payment of fees for the Construction Phase.
- B. As a standard term in our Professional Services Agreement, the Owner reserves the right to withhold payments to the Consultant for losses caused by the errors, omissions, or wrongful acts of the Consultant.
- C. Northwest recognizes there are no perfect designs and that we do not wish to pay fees to obtain perfection. However, we are paying for Professional Services and expect the documents to be thoroughly reviewed and coordinated to minimize extra costs to Northwest due to errors and omissions made by our Consultants. Therefore, rather than withholding payments for damages caused by any and all errors and omissions, Northwest will not normally consider withholding damages unless the total modifications resulting from E&Os exceed 1% of the original Contract Amount, or costs are significant. The value of actual damages to the Owner may be assessed and handled in accordance with the Terms of the Agreement.

7.4 SITE INSPECTIONS/VISITS

- 7.4.1 The Consultant shall make site inspections/visits as required by the Agreement and as necessary to make a complete and accurate design. Additional site inspections/visits may be required and/or authorized by the Project Manager during the Construction Phase by Contract Change in accordance with compensation rates in the Agreement.
- 7.4.2 Within one (1) week of the Pre-Construction Meeting, the Consultant shall provide to the Owner an anticipated schedule of visits based on construction milestones, periodic intervals, or both.
- 7.4.3 For each site visit made, the Consultant shall submit to the Project Manager a written progress and observation report summarizing each visit and presenting the current status of the Project with regard to pending changes, design or construction problems, and schedule variations. The Consultant shall note in the heading of the report the reason for the visits, i.e. included in the initial schedule, at the Owner’s request, or other additional site visits at no cost to the Owner.

- 7.4.4 Other additional site visits necessitated by the Consultant's error, omission, unauthorized changes, or negligence shall be accomplished without additional cost to the Owner.
- 7.4.5 The Consultant and/or sub-consultant(s) shall perform an inspection of the completed construction work and recommend Substantial Completion to the Owner. The Consultant shall provide a detailed list of contract deficiencies or non-complying work. If any of the incomplete or non-complying work is cause for denying Substantial Completion, the Consultant shall indicate those specific items on the inspection list provided to the Contractor.
- 7.4.6 The Consultant and his sub-consultant, as applicable, shall perform an inspection of the Project prior to the expiration of the one (1) year General Guarantee period. A written inspection report must be sent to the Construction Representative and Contractor prior to the expiration of the one (1) year General Guarantee.

7.5 SHOP DRAWINGS, SAMPLES, AND SUBSTITUTIONS

- 7.5.1 Northwest is requiring the use of an electronic submittal system for construction submittals. The Consultant shall review and approve shop drawings, samples, substitutions, and other Contractor requests within fourteen (14) consecutive calendar days from receipt unless there is an approved Submittal Schedule to be followed.
- 7.5.2 Contractor's submittal procedures are detailed in Section 013300 Submittals.
- 7.5.3 Contractor Substitution Request procedures are described in Section 007213 General Conditions, Article 3.

7.6 CERTIFICATION OF CONTRACTOR'S PAY REQUESTS

- 7.6.1 The Consultant shall certify the Contractor's pay request on the work satisfactorily completed to date.

Appendix A

Apparent Low Bidder Interview Questions

Contractor:

Suggested Post-Bid Interview Questions:

1. Are you comfortable with your bid?
2. Did you have any unanswered questions regarding the scope of work?
3. Were there any unusual details or items you would recommend changing?
4. How many years have you been in business? – Check Contractor Qualifications
5. Are you familiar with Prevailing Wage requirements?
6. Who will be the superintendent? Do you have them scheduled to be on site at all times work is being performed (General or Subcontractors)?
7. What other project obligations might impact completing the work per the contract?
8. Who are your major subcontractors planned for the project? – Check Contracting of Work form
9. Have they worked at Northwest previously? If so, when and on which projects?
10. How would you handle a subcontractor that is not performing to deadline or specifications
11. Request a Schedule of Values for review
12. Ask for references - Contact all references (both Owners and project Designers)
 - a. Was the project completed on time?
 - b. How was the quality of work?
 - c. Was the contractor fair with the prices on Change Orders?
 - d. Did they comply with applicable prevailing wage requirements?
 - e. Were safety and regulatory compliance codes followed? Any code violations (DNR/EPA)?
 - f. Were there any subcontractor issues?
 - g. How did the contractor resolve conflicts during construction?
 - h. Did the contractor create and follow a clear project schedule?
 - i. Did they complete punch list items in a timely manner?
 - j. Was there anything unusual with the project?
 - k. Was the project management organized? Who was the project manager?
 - l. Who was the job superintendent?
 - m. If you had the chance, would you work with them again?
 - n. Any other comments?