Project Manual

October 1, 2026

WAYNE COUNTY COMMUNITY COLLEGE DISTRICT
MARY ELLEN STEMPFLE UNIVERSITY CENTER
PHASE I
Harper Woods, Michigan

Owner
Wayne County Community College District

Architect
Detroit Architect

Construction Manager
Invictus Builders, LLC

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00 21 13 BIDDING REQUIREMENTS

PART 1: GENERAL

1. GENERAL BIDDING REQUIREMENTS
   A. Before submitting a proposal, the bidder is required to carefully examine the Contract Documents, visit the site, and note existing facilities, project conditions, and limitations affecting the Work. Include all costs related to conditions affecting the bidder's work.
   B. By submitting a proposal, the bidder agrees that it has examined the Contract Documents, visited the site, and fully understands the nature and conditions of the Work, and accepts the Contract Agreement between the Trade Contractor and Wayne County Community College District (Owner) as the form of contract.
   C. By submitting a proposal, the bidder agrees it will not claim damages or additional compensation due to lack of information, misunderstanding, or misinterpretation of the Contract Documents' requirements.
2. BID COSTS
   A. Owner and Invictus Builders are not responsible for any cost or expense incurred by a bidder in the preparation of a bid.
3. VERBAL REPRESENTATIONS
   A. Bids shall contain in writing all terms and conditions of the offer. Verbal representations made before or after bid submission will not be considered unless made in response to a written question and confirmed in writing.
4. MISREPRESENTATIONS
   A. A bid found, prior to award, to contain false, misleading, or otherwise inaccurate information will be disqualified. If such information is discovered after a contract is executed, the contract may be terminated.
5. SOLE BIDDER
   A. If only one bid is received, the Owner reserves the right to extend the bid due date or require a detailed cost analysis from the bidder to determine that the price is fair and reasonable.
6. TIE BIDS
   A. In the event of a tie between two or more responsive and responsible bids, award will be determined by a drawing or other random method, witnessed by two Owner employees, with the method and result documented in the bid procurement file.
7. EXPLANATION TO BIDDERS
   A. In the event of discrepancies, omissions, errors, or doubt as to the intent or meaning of the Contract Documents, bidders shall direct inquiries in writing as directed by Invictus Builders. No inquiries will be accepted after the deadline stated in the Bid Schedule.
   B. Interpretations, where appropriate, will be confirmed by written Addendum/Supplement to all bidders. Direction received from other sources and not confirmed in writing shall not be considered.
   C. Addenda/Supplements issued during the bidding period shall be acknowledged on the Proposal Form and shall be incorporated into the Contract at time of award.
8. FORM OF CONTRACT
   A. The successful bidder shall execute a Contract Agreement between Wayne County Community College District (Owner) and the Trade Contractor in accordance with the sample form included in the Contract Documents. Failure to execute the Contract and

provide insurance certificates within ten (10) days of notice of award may be considered a default.

9. WARRANTY
    A. Trade Contractor shall provide a written warranty for a minimum of one (1) year after Substantial Completion, in addition to any warranties required elsewhere in the Contract Documents; refer to Section 01 78 36 – Warranties.
10. TAXES
    A. Trade Contractor shall include in its bid, and pay, all sales, consumer, use, and other similar taxes for the Work legally required at the time bids are received, whether or not yet effective. Trade Contractor shall indemnify the Owner for any tax, interest, or penalty resulting from a sales or use tax audit related to the Work.
11. INSURANCE
    A. Each bidder shall include in its proposal all costs associated with providing the insurance coverage required by the Contract Documents. Any variation from required coverage must be shown on a certificate submitted with the proposal for review.
12. EQUAL OPPORTUNITY
    A. Bidders and subcontractors shall comply with applicable equal-opportunity guidelines and shall not discriminate against an employee or applicant for employment on the basis of a legally protected characteristic. Failure to comply constitutes grounds for The Owner to revoke or terminate the Contract.
13. TECHNICAL REQUIREMENTS
    A. Where two or more sets of requirements overlap and establish different levels or minimums for a particular quality, the more stringent (generally more costly) requirement governs.
14. SAFETY REQUIREMENTS
    A. All Trade Contractors and Subcontractors shall comply with applicable OSHA/MIOSHA requirements, The Owner's' Safety Program, the Project Safety Plan, and all other applicable Federal, State, and local safety requirements, consistent with Section 01 35 00. Each Trade Contractor is responsible for fines levied for deficiencies relating to the safety of its work or the conduct of its on-site employees.
15. ALTERNATES
    A. Alternates, if requested, will be described in the Proposal Form. The successful bidder shall not modify, withdraw, or cancel an Alternate Bid for ninety (90) days after bid receipt, unless noted otherwise. Claims for extras resulting from acceptance of Alternates will not be allowed.
16. GIFTS, GRATUITIES, AND KICKBACKS
    A. The offering or acceptance of gifts, gratuities, or kickbacks between a bidder and Owner or Invictus Builders employees, or their family members, is prohibited.
17. PERMITS, FEES, LICENSES, AND INSPECTIONS
    A. Except as otherwise stated in the specifications, each bidder shall provide, pay for, and coordinate all permits, fees, licenses, inspections, and governing-authority approvals required for completion of its Work, and shall deliver required inspection certificates and approvals to the Owner.
18. FORCE MAJEURE
    A. Owner shall be excused from performance, including payment, during any period they are prevented from performing by a force majeure event (including acts of God, fire, flood, weather, war, riot, civil disturbance, state of emergency, terrorism, epidemic,

pandemic, disease, quarantine, loss of transportation, government action, or other cause beyond reasonable control). Payment will be made only for services actually rendered.

19. MICHIGAN RIGHT TO KNOW / HAZARDOUS MATERIAL LAW
    A. Trade Contractor is responsible for compliance with the Michigan Right to Know / Hazardous Material Law. All cleaning material containers shall be properly labeled. Trade Contractor shall provide The Owner with Material Safety Data Sheets (MSDS) for all chemicals it provides and uses on the Project, and an inventory of chemical types, purposes, and locations.
20. BUILDER'S RISK POLICY
    A. Owner may carry a Builder's Risk Policy for the Project. A Trade Contractor or its Subcontractors responsible for loss or damage to covered property may be responsible for up to a stated deductible amount per occurrence, subject to change if the overall project scope, size, or duration changes.
21. TRADE ALLOCATIONS AND UNIT PRICES
    A. Where Trade Allocations (allowances) are included in the Base Bid, they include the Trade Contractor's cost of materials less applicable discounts, delivery, taxes, unloading, handling, and installation; overhead and profit are included in the base bid but outside the allocation amount. Expenditure of allocation funds requires The Owner's' approval, and the Trade Contractor is not entitled to any unspent balance.
    B. Unit Prices submitted shall remain valid for the duration of the Agreement, subject to review/audit by owner, and shall be complete in-place prices including all applicable taxes, bonds, labor, fringes, materials, equipment, and incidentals, excluding overhead and profit. Deductive unit prices shall be calculated on the same basis as additive unit prices.

END OF SECTION

01 10 00 SUMMARY

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Project Description
B. Future Work
C. Work by Owner
D. Use of Premises, Barricades, and Protection
E. Administrative Responsibilities of Trade Contractors and Construction Manager
F. Owner furnished products
G. Permits, Fees & Notices
H. Verifications of Existing Dimensions
I. Trade Contractor Construction Sequence
J. Owner Occupancy
K. Blocking, Backing, and Grounds
L. Access Panels
M. Project Security

1.2 RELATED SECTIONS

A. Not used.

1.3 PROJECT DESCRIPTION

A. The intent of this Section is to indicate the Work required by the Trade Contractor and to provide information regarding the duties, responsibilities, and cooperation required by the Trade Contractor, with similar requirements for their subcontractors and suppliers.

B. THE PROJECT IS DEFINED TO INCLUDE THE BID CATEGORIES DESCRIBED IN RFP EACH TRADE CATEGORY IS RECOGNIZED TO BE A MAJOR PART OF THE PROJECT, WITH WORK TO BE PERFORMED CONCURRENTLY AND IN CLOSE COORDINATION WITH WORK OF OTHER BID CATEGORIES.

C. The "Contract Documents", include the “Drawings". Although Drawings are grouped and identified by classification of the Work, Trade Contractors shall be responsible for their work as specified herein and as indicated on the Drawings. Although the majority of the Drawings are "to scale", all Trade Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Trade Contractors using "scaling instruments" to determine material quantities or for other reasons.
D. Imperative language:
    1) The Project Manual is written in the imperative and abbreviated form. This imperative language is directed at Trade Contractor unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "shall be" and similar mandatory phrases by inference in the same manner as they are applied to notes on drawings. Except as worded to the contrary, perform all indicated requirements whether stated in the imperative or otherwise.
E. Related sections:

1) Some sections of the technical specifications may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual and is not intended to include all sections that may be related. It is the Trade Contractor's obligation to coordinate all sections whether indicated under "Related Sections" or not, as noted below.

F. Contracts will be awarded per the "Bid Category Scope of Work Descriptions" as found in RFP. Include Work required by the Specifications and Drawings for any given contract area (Bid Category) defined.

G. Work for the complete construction of the Project will be under multiple contracts awarded by WCCCD. Invictus Builders will manage the construction of the Project.

H. Trade Contractors are advised that they are responsible for all work shown in any of the documents and that they must execute the work of their trade on all drawings not just trade specific drawings. Hence all architectural, structural, mechanical, plumbing, fire protection, controls electrical or security electronics work is not necessarily shown on the drawings which depict that specialty or particular area of work (i.e., plumbing may be on architectural drawings, etc.). This means that all Trade Contractors or subcontractors of any tier are responsible for all work specified or shown anywhere in the drawings and no additional monies will be allowed for work shown anywhere within the contract documents. Trade Contractors are further advised that they are to provide complete and functional systems wherever it is reasonably inferable that the drawing or specification INTENDS to depict same. Example: A lavatory in a bathroom which is shown on architectural drawings shall be plumbed for hot and cold domestic water and drain waste even if not shown on plumbing drawings. A similar standard shall apply to all trades. Trade Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Trade Contractors using "Scaling Instruments" to determine material quantities or for other reasons.

1.4 FUTURE WORK

A. Future Contracts for completion of the Project will be awarded and coordination of work will be required between successful bidders of this bid package & successful bidders of future bid packages.

1.5 WORK BY OWNER

A. Work by Owner is work that the Owner will contract for separately; design, drawings, specifications, and work will be by others per separate contract. The following will be work by Owner:

1) Fixtures, Furnishings, and Equipment (FFE)

1.6 USE OF PREMISES, BARRICADES, AND PROTECTION

A. TRADE CONTRACTORS AND THEIR SUBCONTRACTORS SHALL BE SUBJECT TO SUCH RULES AND REGULATIONS FOR THE CONDUCT OF THE WORK AS THE OWNER OR INVICTUS BUILDERS MAY ESTABLISH. EMPLOYEES SHALL BE PROPERLY AND COMPLETELY CLOTHED WHILE WORKING. BARE TORSOS, LEGS, AND FEET WILL NOT BE ALLOWED. TRADE CONTRACTORS AND THEIR SUBCONTRACTORS SHALL RECOGNIZE THAT USE OF VULGAR OR

PROFANE LANGUAGE IS CAUSE FOR IMMEDIATE DISMISSAL. DRUGS, ALCOHOL OR OTHER OFFENSIVE MATERIALS OR FIREARMS ARE ABSOLUTELY PROHIBITED AND VIOLATIONS ARE CAUSE FOR SUMMARY DISMISSAL AND/ OR CRIMINAL PROSECUTION.

B. Trade Contractors shall maintain free access to buildings and areas of the site for designated vehicles, service vehicles, and fire fighting equipment and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Owner. Fire hydrants must remain accessible once active. Trade Contractors shall give the Invictus Builders, Owner, and the local fire department at least 48 hours notice of any such changes of routes.

C. Each Trade Contractors and their subcontractors shall immediately provide and maintain (in good repair) barricades, overhead protection, guard rails, etc., as required by law or necessary for the protection of the public and personnel engaged in the work from hazards incidental to the Work. Trade Contractor shall do everything necessary to protect building occupants, the public and workmen from injury or damage to vehicles or other property. If the structure is steel framing, the steel Trade Contractor is to provide two (2) cable perimeter and openings fall protection. If the structure is masonry, the general trades Trade Contractor will supply this fall protection.

D. WHENEVER A TRADE CONTRACTOR INTENDS TO DEPART FROM NORMAL WORK HOURS, (7:00 A.M. – 3:00 P.M., MONDAY – FRIDAY), HE SHALL NOTIFY THE OWNER AND INVICTUS BUILDERS AT LEAST 24 HOURS IN ADVANCE FOR APPROVAL. FAILURE OF THE TRADE CONTRACTOR TO GIVE SUCH TIMELY NOTICE MAY BE CAUSE FOR THE OWNER AND/OR INVICTUS BUILDERS TO REQUIRE THE REMOVAL OR UNCOVERING OF THE WORK PERFORMED DURING SUCH TIME WITHOUT THE KNOWLEDGE OF THE OWNER AND/OR INVICTUS BUILDERS. SPECIAL ARRANGEMENTS CAN BE MADE FOR EMERGENCY WORK OR SHUTDOWNS AS MAY BE REQUIRED.

E. Each Trade Contractor and their subcontractors shall be responsible for repair or replacement costs for damage to the Project including the existing buildings and grounds due to his operations under this Contract. Repair or replacement of damaged items shall be to the satisfaction of the Owner.

F. Each Trade Contractor shall effectively confine dust, dirt, and noise to the actual construction area as approved by the Owner and required by the local authority or ordinance.

H. All Trade Contractors shall limit their use of the premises for work and for storage, to allow for:
    1) Work by other Trade Contractors
    2) Owner occupancy
    3) Public use and safety
    4) Use of corridors at all times
    5) No more than one week's worth of material will be allowed onsite without prior approval by the Owner
    6) Refer to Site Logistics Plan (If Applicable)

I. Each Trade Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

J. The Owner shall have the option to curtail or delay activities that affect his operations. Should a Trade Contractor be asked to stop his work the Trade Contractor shall do so immediately and proceed with other activities with no additional cost to the Owner. Trade Contractors are to cooperate with the Owner's representative and Construction Manager in construction operations to minimize conflict, and to facilitate Owner usage.

1.7 ADMINISTRATIVE RESPONSIBILITIES OF TRADE CONTRACTORS AND INVICTUS BUILDERS

A. INVICTUS BUILDERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SCHEDULE AND THE GENERAL SUPERVISION OF EVERY PHASE OF THE WORK.

1) Each Trade Contractor shall read the Specifications and Drawings for other Contracts including his subcontractors for fixed equipment and the like to be incorporated or attached or built into the Work; and familiarize himself with their requirements and responsibilities to enable the required coordination and supervision.
2) Each Trade Contractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
3) Each Trade Contractor shall cooperate with Invictus Builders in notifying him when the Work is at a stage to require the services of other Trade Contractors and shall notify Invictus Builders in the event that such other Trade Contractors do not carry out their responsibilities in connection with such notification.
4) Each Trade Contractor shall utilize the Construction Manager's designated project management platform for submittals, RFIs, meeting minutes, correspondence, and project documentation.

B. TRADE CONTRACTORS SHALL COOPERATE WITH AND ASSIST INVICTUS BUILDERS IN THE PREPARATION OF CONSTRUCTION PROGRESS AND PROCEDURES, SCHEDULE OF PRODUCT DELIVERIES, AND THEIR EFFECT ON THE OVERALL PROJECT PROGRESS AND COMPLETION. OTHER TRADE CONTRACTORS SHALL COOPERATE IN GETTING THEIR WORK AND THE WORK OF THEIR SUBCONTRACTORS COMPLETED ACCORDING TO THE SCHEDULE AS PREPARED AND MAINTAINED BY INVICTUS BUILDERS. EACH TRADE CONTRACTOR SHALL IMMEDIATELY NOTIFY INVICTUS BUILDERS, IN WRITING, NUMBER OF DAYS OF DELAY (OR COST IMPACT DUE TO DELAY) IN DELIVERY OF PRODUCTS OR THE SCHEDULED DATE OF COMPLETION THAT MAY AFFECT THE TOTAL PROGRESS OF CONSTRUCTION.

1.8 OWNER FURNISHED PRODUCTS

A. PRODUCTS FURNISHED TO THE SITE AND PAID FOR BY OWNER:
1) Owner furnished products are indicated on the drawings and specifications.

B. Owner's Responsibilities:
1) Arrange and pay for product delivery to site.

C. TRADE CONTRACTOR'S RESPONSIBILITIES:
1) Receive, schedule for delivery and unload products at site; inspect for quantity, inventory completeness and damage, jointly with Invictus Builders.

2) Handle, protect, store, install and protect finish products.
3) Submit claims for transportation damage and coordinate replacement of damaged, defective, or deficient items.

1.9 PERMITS, FEES, AND NOTICES

A. The Owner, through the Architect and/or Construction Manager, will obtain the primary building permit. Each Trade Contractor shall secure and pay for other permits, fees, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. Fees to relocate utilities on Owner's property shall be included in the bid of the Trade Contractor doing the relocation.

B. UTILITY TIE-INS: SHALL BE ARRANGED WITH LOCAL UTILITY COMPANY AND OTHER INVOLVED PARTIES FOR MINIMUM INTERRUPTION OF SERVICE. THE RELATED TRADE CONTRACTOR IS RESPONSIBLE FOR THIS COORDINATION IN ORDER TO MEET THE PROJECT SCHEDULE.

C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide 10 days written notice of shutdown to Invictus Builders and Owner.

D. Required observation and inspections of installed work shall be performed by the governing authority as arranged for by the Trade Contractor. Work shall not be covered until approved. Costs for this is by Trade Contractor.

E. Each Trade Contractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Trade Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify Invictus Builders in writing, and necessary changes shall be adjusted by appropriate notification. If a Trade Contractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to Invictus Builders, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

1.10 VERIFICATIONS OF EXISTING DIMENSIONS

A. When verification of existing dimensions is required, the Trade Contractor requiring said verification for the construction or fabrication of his material shall be the Trade Contractor responsible for the procurement of the field information.

1.11 OWNER OCCUPANCY

A. Students, faculty, staff, and visitors may occupy or utilize portions of the premises during entire period of construction for conduct of his normal operations. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

B. Access to abutting properties: Provide at all times.

C. Access for emergency vehicles:
    1) Provide at all times.
    2) Provide at least one clear lane during non-work periods.

D. Fire hydrants: Provide access to at all times.

E. Do not block fire access routes from buildings.

F. Detours and street closure: When provided for in the Contract Documents or approved by Owner. Routes and barricades as indicated or as approved by road authority.

1.12 BLOCKING, BACKING, AND GROUNDS

A. Each Trade Contractor shall be responsible for providing the blocking, backing and grounds necessary for the installation of his work unless shown to be wood on the Architectural Structural Drawings, in which case said blocking, backing, or grounds shall be provided by the General Trades Contractor.

1.13 ACCESS PANELS

A Each Trade Contractor shall be responsible for furnishing the necessary access panels for items of work installed under his trade contract.

B. Installation of all access panels shall be the responsibility of the Trade Contractor erecting the wall or ceiling system.

C. If not specified, these access panels shall be approved by the Architect prior to installation. All access panels to be lockable (key alike) by same manufacturer.

D. Coordinate access panel locations with the Architect prior to installation.

1.14 PROJECT SECURITY

A. Each Trade Contractor shall provide for his security needs, including security needed for tools, equipment, devices, etc., required or otherwise used for construction of this project, and for materials which have been paid for by the Owner, but not yet incorporated into new construction.

B. Each Trade Contractor shall also provide adequate security to protect the public from his operations.

END OF SECTION

01 14 00 WORK RESTRICTIONS

PART 1: GENERAL

1. EXISTING CONDITIONS
   A. Trade Contractor shall visit the site and adjoining areas prior to submitting its proposal to become familiar with existing conditions and difficulties affecting performance of the Work. Submission of a proposal constitutes evidence that such an examination was made; later claims for extra labor, equipment, or materials due to conditions that could have been discovered through such an examination will not be recognized.
   B. Existing construction not scheduled for demolition shall be treated as finished, occupied space. Trade Contractor shall access the Project with labor, materials, and tools, and perform work adjacent to existing construction with the utmost care, protecting all adjacent work. Damage resulting from a Trade Contractor's operations is that Trade Contractor's responsibility to remediate or replace.
   C. Work carried out adjacent to occupied spaces requires pre-planning and coordination so that surrounding areas are not disrupted or negatively affected.
2. WORK HOURS
   A. Regular work hours are 7:00 a.m. to 3:00 p.m., Monday through Friday, consistent with Section 01 10 00. Work in occupied spaces shall generally occur during off-hours or on weekends; any other working hours require prior approval from The Owner.
3. HARMONY AND JURISDICTION
   A. Trade Contractor shall work in harmony with all other project participants, local authorities, and local trade unions. Trade jurisdictional issues are the responsibility of the Trade Contractor to resolve, which may include hiring additional trades or standby labor if necessary.
   B. Trade Contractor shall staff the Project appropriately at all times to proceed as efficiently as possible. Participation in strikes, demonstrations, pickets, or other work stoppages shall not be grounds for additional Contract Time; lost time resulting from such actions shall be made up by the Trade Contractor to The Owner's' satisfaction.
4. SPECIAL PROJECT REQUIREMENTS
   A. This Project has restrictions related to noise. Trade Contractor shall make every effort to reduce noise, disruption, and inconvenience to adjacent areas; activities considered disruptive, such as excessive noise or vibration, may be required to occur during off-hours at the Trade Contractor's expense. Trade Contractor shall comply with jurisdictional noise ordinances, including obtaining a noise permit if required, and shall reflect any such restrictions in its schedule input.
   B. Trade Contractor shall take note of building access conditions and make provisions to ensure equipment and materials fit through permanent doorways and structures.

END OF SECTION

01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Schedule of Values
B. Unit Prices
C. Alternates
D. Applications for Payment
E. Change Procedures

1.2 RELATED SECTIONS

B. Not used.

1.3 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.

B. SUBMIT SCHEDULE OF VALUES WITHIN 7 DAYS AFTER NOTICE OF AWARD OR ISSUANCE OF PURCHASE ORDER (WHICHEVER OCCURS FIRST).

C. THIS SCHEDULE OF VALUES MUST BE APPROVED BY THE OWNER PRIOR TO ISSUANCE AND ACCEPTANCE OF THE TRADE CONTRACTOR'S FIRST APPLICATION FOR PAYMENT. PROVIDE DETAIL AND / OR ADDITIONAL BREAKDOWN AS REQUIRED BY THE OWNER. SUBMIT EVIDENCE TO SUBSTANTIATE PROPOSED SCHEDULE OF VALUES UPON REQUEST.

D. Itemize separate line for each element of trade contractor's work. The aggregate total value of these line items shall be equal to the total Contract Sum. Provide separate breakdowns for Labor and Material for each item if required by The Owner. Breakdown at a minimum shall include but is not limited to the following:
    1) Performance and Labor and Material Payment Bonds (if applicable).
    2) Mobilization and Demobilization.
    3) Project Close-out at minimum of 5% of contract value or an amount agreed to by The Owner.
    4) Submittals.

E. Revise schedule to list approved Change Orders, with each Application for Payment.

F. Retainage in the amount of 10% will be withheld from all progress payments.

1.4 UNIT PRICES

A. Each bidder shall include the unit prices as requested on bid form.

1.5 ALTERNATES

A. Not used

1.6 APPLICATIONS FOR PAYMENT

A. Review of proposed invoice shall be done through Procore before the 20th day of each month.

B. No application will be processed until the Schedule of Values is submitted and approved.

C. Submit each application on AIA Form G702 and G703 - Application and Certificate for Payment, through Procore, on or before the 20th day of each month. If the 20th day falls on a weekend or holiday, submit by the first business day thereafter.

D. Completing Pay Application
   1) Percentage completion of a line item will be the percent complete projected through the end of the month.
   2) Obtain approval from The Owner prior to purchasing material for early payment of stored material.
      a. Material must be incorporated in the final work.
      b. Multiple unit items must be inventoried each month.
      c. Electronic copy of the invoice from the supplier must be submitted.
      d. Submit photos of stored material.
      e. The Owner's required proof of title and insurance, must be submitted. Invoices and waivers may be required.
   3) Material stored off site will not receive consideration for payment until complete documentation of legal title, insurance, material supply bond, and property security is approved by the Construction Manager.
   4) Stored Material Payment is intended to be used for major items only and only with advanced approval by the Construction Manager. Significant savings to the owner may be required to obtain this approval.
   5) Stored Material Payment will not be considered for commonly available items.
   6) Stored material is allowed if approved by owner.

E. Waiver of Lien: With each application, submit sworn statements and waivers of lien from every entity who may file a lien arising out of the contract, and related to work covered by the payment.
   1) Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.
   2) Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

1.7 CHANGE PROCEDURES

A. The Construction Manager may issue a Bulletin which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Trade Contractor will prepare and submit an estimate within five (5) working days. Failure to submit such a written claim within five (5) working days may be interpreted as the Trade Contractor's full acceptance of the proposed change at a cost or credit to the Owner as determined by the Architect and Construction Manager.

B. All change requests submitted for approval must be submitted through Procore as a change event/change request. Change requests must consist of the following:
   a. A detailed labor, material, and O & P breakdown including any subcontractor or supplier pricing to substantiate and/or verify proposed pricing.
   b. A clear description of the change and why the change was needed or requested
   c. Reference to the Bulletin, RFI, etc. that initiated the change, and all supporting documents
   d. Any drawing pages that are affected, both the original page that the bid was based on and the new page showing the change with the area highlighted or clouded. If a new drawing page was not issued, the original drawing should be marked up showing the change
   e. If applicable, a copy of the Bulletin with the items that affect your change request highlighted or clouded or a copy of the RFI that initiated the change

C. The Trade Contractor may propose changes by submitting a request for change to The Owner, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on Work by separate or other Trade Contractors. Document any requested substitutions in accordance with division specifications. The Owner may stipulate which Change Order method shown below shall be used to adjust the Contract.
   a. Stipulated Sum Change Order: Based on Bulletin and Trade Contractor's fixed price quotation or Trade Contractor's request for a Change Order as approved by The Owner.
   b. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
   c. Field Order: Invictus Builders may issue a directive, signed by the Owner, instructing the Trade Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change. Payment will be made after field order is incorporated into the work by execution of a change order.
   d. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. The Owner will determine the change allowable in Contract Sum and

Contract Time as provided in the Contract Documents. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work. A cost breakdown of all wages, material, and vendor invoices must be submitted with all extra work. Only that labor expended on the site shall be reimbursable. Management, estimating, expediting, trucking, parking, warehousing, and small tools shall be viewed as an overhead item. Time sheets must be submitted and signed daily by Invictus Builders in order to be considered.

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Coordination
B. Pre-Bid and Site Inspection Meeting
C. Post-Bid Review Meeting
D. Construction Kick-off Meeting
E. Individual Trade Contractor Pre-Start Meeting
F. Progress Meetings

1.2 RELATED SECTIONS

A. Section Cutting and Patching
B. Section Construction Progress Schedule

1.3 COORDINATION

A. VERIFY THAT UTILITY REQUIREMENT CHARACTERISTICS OF OPERATING EQUIPMENT ARE COMPATIBLE WITH BUILDING UTILITIES. COORDINATE WORK OF VARIOUS SECTIONS HAVING INTERDEPENDENT RESPONSIBILITIES FOR INSTALLING, CONNECTING TO, AND PLACING IN SERVICE, SUCH EQUIPMENT.

B. It shall be the full responsibility of each Trade Contractor to coordinate and expedite his work in relationship with each phase of Architectural, Structural, Mechanical (including Plumbing, Heating, Ventilation, and Sheet Metal Trades), Electrical Work, Site Work, Special Equipment, and other separate Contract Work. Separate Trade Contractors shall fully cooperate with each other and Invictus Builders.

C. Each Trade Contractor shall see that sleeves and inserts are kept in their proper positions and not displaced by the placing of concrete or other construction work. Locations of chases are indicated in the Drawings. The separate Trade Contractor and subcontractor of the Work involved shall be responsible for inclusion of these items in the Work and shall advise each other and Invictus Builders of required changes.

D. Each Trade Contractor shall recognize the complex nature of the Project, such as the bid package, bid category(ies), the sequential nature of contracts, and the concurrent operations of other Trade Contractors with the Work under this Project. Trade Contractors are required to review, discuss, and coordinate their work with the work of other Trade Contractors as well as through Invictus Builders with regard to sequence, compatibility of materials and sizes and required clearances prior to beginning the work to avoid construction delays which impact the Owner's occupancy of the facility.

E. Each Trade Contractor shall become thoroughly familiar with the requirements of Division 1, the Schedule, project milestones, and scope of work of other Trade Contractors and make

adjustments necessary to maintain the project master Construction Schedule, as well as the schedules of their subcontractors.

F. The completion of the building(s) within the prescribed time is dependent upon the close and active cooperation and open discussions of those involved; therefore, it is expressly understood and agreed that each Trade Contractor shall layout and install his work at such time and in such manner as not to delay or interfere with the carrying forward of the Work of other Trade Contractors. Observation of the work by others shall not be interpreted as relieving a Trade Contractor from his responsibility for coordination, superintendency, or scheduling and direction of the Work.

G. The Trade Contractors are to report interferences, discrepancies, or incompatibilities discovered to Invictus Builders whose decision as to the party or parties at fault and as to the manner in which the matter may be resolved, shall be binding and conclusive on all parties.

H. INVICTUS BUILDERS MAY DIRECT LAYOUT/LOCATION CHANGES AS REQUIRED TO MAKE THE ENTIRE WORK FIT TOGETHER. MINOR CHANGES OF THIS NATURE WILL NOT BE CONSIDERED FOR INCREASE IN CONTRACT AMOUNT. FAILURE OF A TRADE CONTRACTOR TO NOTIFY OTHER TRADE CONTRACTORS AND INVICTUS BUILDERS OF A POTENTIAL INTERFERENCE, INCOMPATIBILITY, OR DISCREPANCY AND FAILURE TO COORDINATE HIS WORK WITH THAT OF OTHER TRADE CONTRACTORS PRIOR TO INSTALLATION OR FABRICATION MAY BE CONSIDERED AS SUFFICIENT CAUSE TO DENY CONSIDERATION FOR ADDITIONAL PAYMENT FOR WHAT OTHERWISE MAY BE CONSIDERED A CHANGE.

I. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair. Make adequate provisions to accommodate items scheduled for later installation.

J. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.

K. AFTER OWNER OCCUPANCY OF PREMISES, COORDINATE ACCESS TO SITE FOR CORRECTION OF DEFECTIVE WORK AND WORK NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS, TO MINIMIZE DISRUPTION OF OWNER'S ACTIVITIES.

1.4 PRE-BID AND SITE INSPECTION MEETING

A. A pre-bid and site inspection meeting will be scheduled by owner prior to the bid due date to familiarize prospective bidders with the Project, the existing site and building conditions, and the Contract Documents. Attendance is strongly recommended; a bidder who does not attend is not relieved of the responsibility to be fully informed as to conditions affecting the Work, as required by Section 00 21 13 – Bidding Requirements.
B. Attendance: Invictus Builders, the Architect (as available), and representatives of prospective Trade Contractors and major subcontractors are invited to attend.
C. AGENDA:
    1) Introduction of the Project, the Owner, Owner's rep, the Architect, and Invictus Builders.
    2) Overview of the Contract Documents, the Bidding Requirements, and the Bid Schedule.

3) Walk-through of the site and existing building to observe existing conditions, access, staging areas, and limits of work.
4) Review of occupied-facility protocols, work hours, and Code of Conduct requirements applicable while WCCCD operations continue in adjacent areas.
5) Questions and answers regarding the scope of work and the Contract Documents.

D. Questions raised during the meeting will be answered verbally when possible; however, verbal answers are not binding. Any clarification, interpretation, or change to the Contract Documents resulting from this meeting will be issued in writing by Addendum/Supplement to all bidders of record.

E. Bidders shall sign in at the meeting and site visit. A sign-in sheet will be maintained and may be used to verify attendance for prequalification or bid-eligibility purposes if required by Invictus Builders.

1.5 POST-BID REVIEW MEETING

A. A POST-BID REVIEW MEETING WILL BE CONDUCTED WITH THE APPARENT SUCCESSFUL BIDDERS TO REVIEW SPECIFICATION COMPLIANCE, SCOPE OF WORK, SCHEDULE, AND TRADE CONTRACTOR CAPABILITIES. THIS MEETING MAY BE WAIVED AT THE DISCRETION OF THE OWNER AND/OR INVICTUS BUILDERS. THE POST-BID REVIEW MEETING NOTES AND ASSOCIATED FOLLOW-UP ACTION ITEMS MAY BECOME A PART OF THE CONTRACT DOCUMENTS EXECUTED RESULTING FROM THIS MEETING.

B. Successful Trade Contractor may be asked to submit, before or at the post-bid review meeting, a copy of its most recent letter of surety from bonding company, letter of reference, and safety documentation.

1.6 CONSTRUCTION KICK-OFF MEETING

A. INVICTUS BUILDERS WILL SCHEDULE A CONFERENCE AT THE PROJECT SITE PRIOR TO TRADE CONTRACTOR BEGINNING WORK ON SITE.

B. Attendance Required: Invictus Builders, Trade Contractor, and major subcontractors and all of their Superintendents/Foremen proposed for use on this project.

C. AGENDA:
1) Use of premises by Owner and Trade Contractor.
2) Construction facilities and controls provided by Owner.
3) Temporary utilities provided by Owner.
4) Review of contract limits and building layout.
5) Security and housekeeping procedures.
6) Schedule review and planning of overall Project.

1.7 INDIVIDUAL TRADE CONTRACTOR PRE-START MEETING

A. INVICTUS BUILDERS SUPERINTENDENT WILL SCHEDULE A CONFERENCE AT THE PROJECT SITE PRIOR TO TRADE CONTRACTOR BEGINNING WORK ON SITE.

B. ATTENDANCE REQUIRED: INVICTUS BUILDERS SUPERINTENDENT, TRADE CONTRACTOR, MAJOR SUBCONTRACTORS AND ALL OF THEIR SUPERINTENDENTS/FOREMAN PROPOSED FOR USE ON THIS PROJECT.

C. AGENDA:
1) SCOPE REVIEW
2) SCHEDULE REVIEW

3) CRISIS MANAGEMENT PROTOCOL
4) SITE LOGISTICS/PHASING
5) CODE OF CONDUCT

1.8 PROGRESS MEETINGS

A. Invictus Builders will schedule and administer meetings throughout progress of the Work at weekly intervals (or as frequently as Invictus Builders deems necessary).
B. Invictus Builders will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within seven days to Architect/Engineer, Owner, participants, and those affected by decisions made.
C. Attendance Required: Job Superintendent, Trade Contractors, major subcontractors, and suppliers as required for coordination of work, Owner, Architect/Engineer, and others as appropriate to agenda topics for each meeting. The Trade Contractor's Project Manager may be required to attend Progress Meetings at the discretion of Invictus Builders.
D. Agenda:
    1) As defined by Invictus Builders.

END OF SECTION

01 32 16 CONSTRUCTION PROGRESS SCHEDULES

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Definitions
B. General Requirements for Schedule Submittals
C. Milestone Schedule

1.2 DEFINITIONS

A. Milestone Schedule: This schedule is prepared by Invictus Builders and is included as part of the base bid contract. It will include start and completion dates, as well as any interim dates important to the Owner, such as partial turnovers, etc. It will also include internal milestones, which will be the basis for other Trade Contractor's to start their work.

B. Construction Schedule: This is the schedule developed by each Trade Contractor for the work in their own bid package. The initial version of this is submitted to Invictus Builders for incorporation into the Project Schedule.

C. Project Schedule: This is a compilation of all the Construction Schedules produced by the Trade Contractors and is created by Invictus Builders.

1.3 GENERAL REQUIREMENTS FOR SCHEDULE SUBMITTALS

A. Invictus Builders has prepared a Milestone Schedule. This schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practical execution of the Work as required to meet the Owner's needs.

B. It is expressly agreed that time is of the essence for the completion of work under the Contract and the Trade Contractor agrees to perform the work within the time and in the manner specified or within the time extensions the Owner may grant. The Trade Contractor shall be liable for any damages suffered by the Owner or other Trade Contractors as determined by Invictus Builders, due to failure of said Trade Contractor to perform the specified work within the specified time.

C. Each Trade Contractor shall submit to Invictus Builders their Construction Schedule with complete logic relationships. These must be submitted within 5 days of the issuance of the contract or the notice to proceed. This schedule is preferred to be submitted on computer scheduling software as approved by Invictus Builders. Activities in this schedule shall be as follows:
    1) Generally, durations not longer than 45 days.
    2) Each activity shall be broken down by floor, areas, building, CSI division, rough and finish, or other grouping to allow the above durations.
    3) Include delivery of major pieces of equipment and materials.

4) Include detailed plans for owner training.
5) Each activity shall be resource loaded, which includes manpower and equipment requirements for the Trade Contractors Work.

D. Invictus Builders will compile all the Construction Schedules into one overall Project Schedule. In the event that this compilation results in a completion date beyond that of the Milestone Schedule, the following steps will take place:
   1) A SCHEDULING MEETING WILL BE HELD WITH KEY INDIVIDUALS FROM EACH TRADE CONTRACTOR TO RESOLVE THE TIME OVERAGE OR SCHEDULE CONFLICTS.
   2) THE RESULTS OF THE MEETING WILL BE INCORPORATED INTO THE PROJECT SCHEDULE AND DISTRIBUTED BY INVICTUS BUILDERS. IF THERE IS ANY FURTHER DISAGREEMENT, THE TRADE CONTRACTOR MUST NOTIFY INVICTUS BUILDERS WITHIN 5 WORKING DAYS. ADJUSTMENT MAY BE MADE WITH A TIMELY NOTICE AND IF IN THE OPINION OF INVICTUS BUILDERS THAT THE BALANCE OF WORK CAN BE COMPLETED WITHIN THE MILESTONE SCHEDULE. AFTER THESE DISCUSSIONS AND CHANGES, THE PROJECT SCHEDULE WILL BE DEEMED ACCEPTABLE BY ALL TRADE CONTRACTORS. THIS WILL BE CONSIDERED AS PART OF THE CONTRACTUAL OBLIGATIONS FOR EACH TRADE CONTRACT.
   3) Failure to adhere to the Project Schedule may be considered by Invictus Builders to be a partial or complete breach of contract by the Trade Contractor.

E. Invictus Builders shall periodically update the schedule and display same at the jobsite. Each Trade Contractor will be responsible to be familiar with the schedule and how it will affect or modify his operations, including his coordination with the activities of other Trade Contractors. Each Trade Contractor shall cooperate fully in providing detailed schedule input each week at a minimum, at scheduled job-site progress meetings or at other times as required by Invictus Builders. Commitments made by Trade Contractors to updated schedule shall be part of the Contract and incorporated into the Project Schedule.

F. A Trade Contractor agrees that whether or not any delay shall be the basis for an extension of time, including adverse weather conditions, he shall have no claim against the Owner, Architect, or Invictus Builders for an increase in the contract price, nor a claim against the Owner, Architect, or Invictus Builders for a payment or allowance of any kind of damage, loss, or expense resulting from delays; nor shall a Trade Contractor have any claim for damage, loss, or expense resulting from reasonable interruptions to, or necessary suspension of, his work to enable other Trade Contractors to perform their work.

G. Invictus Builders shall select and identify from Project Schedule activities for monitoring of timely completion of the work. If activities are not completed according to the Project Schedule, then any Trade Contractor causing the delay shall, upon discovery of likely failure to complete a monitored activity on schedule or upon notice of such likely delay by Invictus Builders, immediately prepare and submit to Invictus Builders, a plan for resolving the delay at least before the next scheduled monitored activity is due to be complete. Invictus Builders shall create a revision of the Project Schedule demonstrating the plan for curing the delay.

H. Work Sequence:

1) Start Work immediately upon execution of Contract or upon receipt of Binding Letter of Intent and complete Work in accordance with Contract Documents.
2) Manage the execution of the Work to meet the referenced schedule, and be responsible for all steps, procedures, and policies necessary thereto. Invictus Builders may advise and suggest ways and means for facilitation of the Work; however, the full responsibility for management of the Work shall remain with the Trade Contractor. Trade Contractor agrees that changes in the Project Schedule logic, durations, and dates may be made after start of the project as Invictus Builders deems necessary and beneficial to the project. These changes will be accepted by the Trade Contractor without claim for additional cost to the Owner or Invictus Builders.

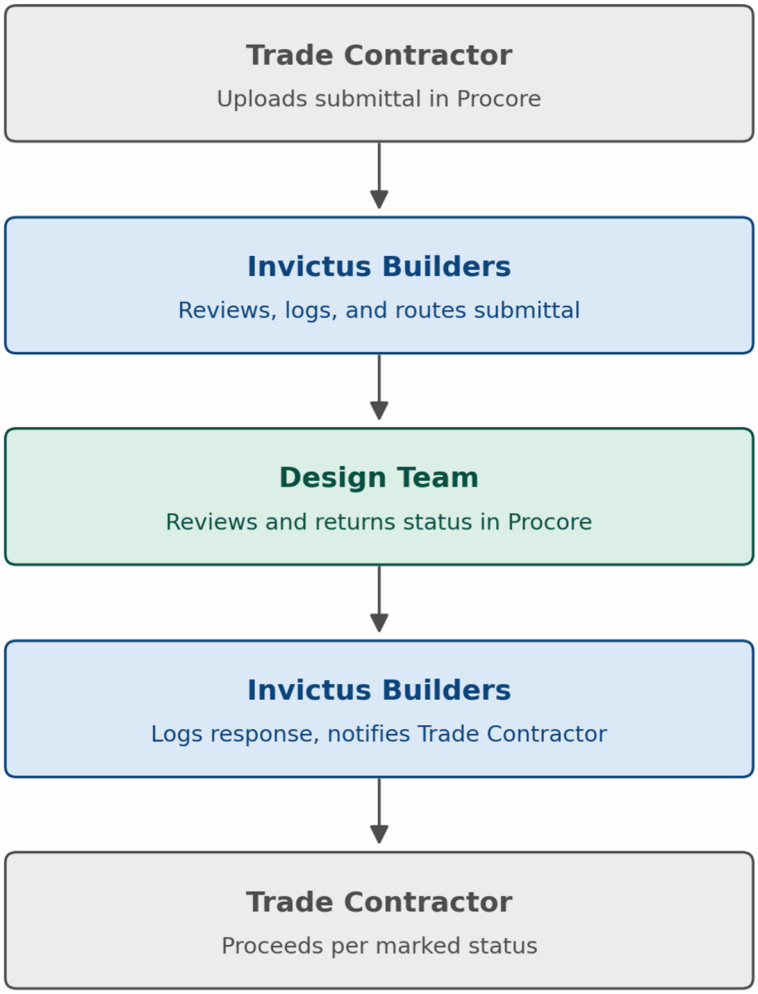
END OF SECTION

01 33 00 SUBMITTAL PROCEDURES

PART 1: GENERAL

1. SECTION INCLUDES
   A. Submittal procedures, including shop drawings, product data, samples, and administrative submittals.
   B. Electronic submittal management through Invictus Builders' project management software.
2. SUBMITTAL PROCEDURES
   A. All submittals shall be made electronically through the Construction Manager's designated project management software. Paper submittals will not be accepted unless specifically directed by Invictus Builders.
   B. Each Trade Contractor shall submit a complete submittal schedule/log within 15 days of Notice to Proceed, identifying items requiring submittal, the associated specification section, and the required approval date coordinated with the Project Schedule.
   C. Trade Contractor shall review each submittal for compliance with the Contract Documents prior to submission to Invictus Builders and the Design Team. Submittals forwarded without this review may be returned without action.
   D. Invictus Builders will facilitate periodic submittal review meetings with the Design Team to track status, expedite review, and resolve outstanding items. Trade Contractor shall participate as required.
   E. Allow a minimum of ten (10) business days for Invictus Builders' and the Design Team's review of each submittal, exclusive of shipping time, unless a different duration is noted in the individual specification section.
   F. Long-lead submittals shall be identified and submitted on a priority basis to protect the Project Schedule; refer to the Project Schedule for specific long-lead submittal milestones.
   G. Resubmittals resulting from incomplete or non-compliant submissions shall not be cause for a change in Contract Time or Contract Sum.

SUBMITTAL WORKFLOW



Status options in Procore:

Approved • Approved as Noted • Revise and Resubmit • Rejected

Resubmittals required due to incomplete or non-compliant submissions shall not be cause for a change in Contract Time or Contract Sum.

01 35 00 SPECIAL PROCEDURES (SAFETY)

PART 1: GENERAL

1.1 GENERAL

A. Safety is the highest priority on this project. Invictus Builders is committed to safely constructing this project and in this process creating an environment which minimizes hazards so that when all is complete, the project is built on time, within budget, and done so in a safe manner. It is your responsibility to understand and take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
    - Any Trade Contractor employee, subcontractors, suppliers, vendors, tenants, visitors, etc. on the project and all other persons who may be affected thereby:
    - All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Owner, Construction Manager, or any of its Trade Contractors and/or subcontractors;
    - Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
    - The Owner's equipment and employees, agents, and/or separate contractors.

B. A Safety Handbook has been designed for this project. This Safety Handbook is not all encompassing and in no way relieves you of legal obligation for complying with the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), the Michigan "Occupational Safety and Health Act", Act 154 of the Public Acts of 1974 (MIOSHA), and all revisions contained therein or any other site specific, owner specific, local, state or federal laws, regulations, or requirements as it pertains to your scope of work and activities on the project. The goal of this handbook is to outline minimum safety and health requirements that all Trade Contractors, subcontractors, owner employees, tenants, vendors, suppliers, visitors, and or others must follow until turnkey or further described as when the entire project is substantially complete and the owner assumes responsibility of the entire applicable project. Compliance is a condition of this Contract for all construction, alteration and/or repair, include painting and decorating. No Trade Contractor shall require or permit any of their employees to perform work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health.

C. Each Trade Contractor is responsible to identify a competent person and/or "safety officer" who shall be directly responsible for administering the Trade Contractor's and/or affiliated by contract, subcontractor's comprehensive safety program for the project. OSHA requires a competent person to be designated for particular construction activities who can recognize hazards or potentials hazards and who has the authority to correct or abate the hazard. For this reason Invictus Builders requires a Competent Person & Trade Contractor Verification Form to be completed listing a Trade Contractor representative, who through training and/or work experience, meet the definition set by OSHA as a Competent Person which is defined as follows: *"One who is capable of identifying existing and predictable hazards in surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them."*

D. The following requirements shall be submitted to Invictus Builders prior to the start of construction activities on this jobsite. Safety Program submittals are necessary to coordinate the requirements established in the Trade Contractor's safety program. It is also necessary for Invictus Builders to know who will carry out the functions required by the Project Safety and Health Program and the designated competent person for each of the areas of construction. Pre-Construction Submittals include:

1) **Safety and Health Program:** Submittal of Trade Contractor's safety and health program (hard copy or electronic) must be done prior to the start of work. The safety and health program shall include the requirements outlined in this program as minimum standards. This plan will be kept on site and readily available in the Invictus Builders field office for the duration of work performed by the Trade Contractor.
2) **Competent Person & Trade Contractor Verification Form**: The Competent Person and Trade Contractor Verification Form shall be complete and submitted by the Trade Contractor to Invictus Builders to verify understanding and commitment to adhering to all aspects of the Project Safety and Health Program and identify the Trade Contractor Competent Person(s).
3) **SDS Sheets** (See Hazard Communication)

HAZARDOUS MATERIALS ADVISORY

A. The Architect, Contractor, their consultants and their agents and employees, shall not be held responsible for the discovery or removal of any Hazardous Materials unless specified otherwise, from the existing site or buildings and shall not provide any services related to the discovery or removal of any Hazardous Materials found. The Owner shall, if applicable for renovation projects, complete an asbestos building inspection and include this document as part of the specification package. This document may not identify all asbestos containing material located within the project work site, some can only be identified through destructive inspection processes. The Owner may include or exclude the removal of asbestos containing materials depending on the project scope, project type and timeline for completion. Some areas of this project may contain asbestos.

B. NON-ABATEMENT TRADE CONTRACTOR RESPONSIBILITIES

1) All Non-Abatement Trade Contractors working around asbestos containing materials on the project site are required to have a minimum 2-hour asbestos awareness training on the health and safety aspects of asbestos and this training shall have been completed within the past 12 months.
2) Non-Abatement Trade Contractors shall not remove any asbestos containing materials during the course of the renovation project unless properly licensed, trained and insured.
3) The Non-abatement Trade Contractor is to stop work and notify the Owner's Project Representative any time suspected Hazardous Materials are encountered.

C. LEAD BASED PAINT

1) All existing painted surfaces in or on the structure and its systems or subsystems are presumed to contain lead.
2) Trade Contractors working on the project site shall have lead hazard awareness training. The training shall have been conducted within the past 12 months.
3) All work which might disturb paint shall be conducted pursuant to the requirements

of the Lead in Construction Standard, 29 CFR 1926.62.

4) The cost of air monitoring required by the standard will be borne by the Trade Contractor doing the work but must be carefully coordinated and scheduled with the Owner's representative; contactor will share results with Invictus Builders and Owner's representative.
5) Documentation of training, written lead compliance plans, and all air monitoring results (and negative exposure assessments) shall be available at the project site.
6) The EPA requires a Toxicity Characteristic Leachate Procedure (TCLP) test for lead based waste generated during demolition activities and this cost shall be borne by the Owner, if test results reveal the waste as hazardous it shall be disposed of as hazardous material debris instead of general construction debris, the Owner shall bear these costs as well.

1.2 TRADE CONTRACTOR REQUIREMENTS

A. All Trade Contractors are to Provide a Site-Specific Safety Plan.

END OF SECTION

01 40 00 QUALITY CONTROL

PART 1: GENERAL

1. GENERAL
   A. Trade Contractor is responsible for the quality of its own Work and shall maintain quality control adequate to ensure the Work conforms to the Contract Documents. Invictus Builders' observation of the Work does not relieve the Trade Contractor of this responsibility.
2. WORKMANSHIP
   A. Materials and equipment shall be new, of the specified quality, and installed in accordance with manufacturer's instructions and recognized trade standards unless otherwise indicated. Work shall be performed by workers skilled in the applicable trade.
3. MOCK-UPS
   A. Where required by the individual specification section, construct mock-ups in advance of the related Work to demonstrate materials, finishes, and workmanship, and obtain Invictus Builders' and the Design Team's approval before proceeding with the Work represented.
4. NONCONFORMING WORK
   A. Work that does not conform to the Contract Documents, whether identified by the Trade Contractor, Invictus Builders, the Design Team, or an Authority Having Jurisdiction, shall be corrected or replaced by the Trade Contractor at its own expense, regardless of the stage of construction at which it is discovered.
5. COORDINATION WITH TESTING
   A. Refer to Section 01 45 00 - Testing and Inspection Services for testing and special-inspection requirements coordinated with this Section.

END OF SECTION

01 41 00 REGULATORY REQUIREMENTS

PART 1: GENERAL

1. GENERAL
   A. Trade Contractor's work shall comply with all applicable Federal, State, and local codes, ordinances, rules, and regulations in effect as of the date of the Contract, including but not limited to building codes, fire codes, accessibility requirements, and environmental regulations having jurisdiction over the Project.
   B. In the event of a conflict between the Contract Documents and applicable codes or regulations, the more stringent requirement shall govern, and Trade Contractor shall notify Invictus Builders in writing of the conflict before proceeding with the affected Work.
2. REFERENCED STANDARDS
   A. Where the Contract Documents reference a standard, code, or specification by an issuing organization (e.g., ASTM, ANSI, NFPA, UL, ADA/ADAAG, MIOSHA), comply with the edition currently adopted by the Authority Having Jurisdiction, or the edition in effect as of the Contract date if not otherwise adopted.
3. PERMITS, APPROVALS, AND INSPECTIONS
   A. Refer to Section 00 21 13 - Bidding Requirements for permit, fee, and inspection responsibilities. Trade Contractor shall maintain on site all permits, approvals, and inspection records applicable to its Work and make them available to Invictus Builders and Authorities Having Jurisdiction upon request.
4. ACCESSIBILITY
   A. Work shall comply with the Americans with Disabilities Act (ADA), the Michigan Barrier Free Design Rules, and other applicable accessibility requirements. Trade Contractor shall notify Invictus Builders of any condition in the Contract Documents that would result in non-compliant Work before proceeding.

END OF SECTION

01 45 00 TESTING AND INSPECTION SERVICES

PART 1: GENERAL

1. GENERAL
   A. Owner or Invictus Builders may engage an independent testing agency to perform testing and special inspections required by the Contract Documents or by the Authority Having Jurisdiction; such engagement does not relieve the Trade Contractor of its quality control responsibilities under Section 01 40 00.
2. TRADE CONTRACTOR RESPONSIBILITIES
   A. Trade Contractor is responsible for scheduling and/or participating in inspections from Authorities Having Jurisdiction, and for providing access, including lift rental and operators, for testing agencies and inspectors.
   B. Trade Contractor shall notify Invictus Builders and the testing agency sufficiently in advance of Work requiring testing or inspection to allow scheduling and shall not cover or enclose Work requiring inspection until it has been inspected and approved.
   C. Retesting made necessary by the Trade Contractor's failure to comply with the Contract Documents shall be performed at the Trade Contractor's expense.
3. COMMISSIONING
   A. Trade Contractor shall conduct pre-functional testing and system activation/start-up procedures to demonstrate that equipment and systems satisfy Contract requirements, including sequence of operations, and shall coordinate installation, start-up, testing, and commissioning with Invictus Builders, the Owner, the Design Team, and the Commissioning Agent as required. Commissioning may occur during off-hours, and any required re-inspection following a failed test is at the Trade Contractor’s expense.
   B. This Project may require phased commissioning of systems to support phased occupancy, requiring multiple mobilizations for commissioning activities.
4. SURVEY
   A. Invictus Builders will provide site benchmarks and control lines. Each Trade Contractor is responsible for its own layout and surveying by a registered professional surveyor, shall survey the building and site before work commences, notify Invictus Builders of deviations from the Contract Documents, and provide an as-built survey upon completion.

END OF SECTION

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1: GENERAL

1. SECTION INCLUDES
   A. Temporary utilities.
   B. Temporary field offices and storage facilities.
   C. Temporary barriers, enclosures, and security.
   D. Vehicular access, parking, and progress cleaning.
2. TEMPORARY UTILITIES
   A. Temporary electric power will be made available through centrally located panel boards at 120V unless otherwise specified; Trade Contractors requiring higher voltage shall coordinate with Invictus Builders. Temporary lighting will be provided in occupied work areas per OSHA Standard 1926.56, with additional lighting needs the responsibility of the requesting Trade Contractor.
   B. Each Trade Contractor is responsible for its own temporary heat and weathertight enclosures as required to comply with the Project Schedule; temporary heat systems require Invictus Builders' approval.
   C. Temporary water will be distributed to central locations for Trade Contractor use and for temporary fire protection; extensions for exclusive use are the Trade Contractor's responsibility.
   D. Invictus Builders will provide temporary toilets, and general-use temporary fire safety equipment; Trade Contractor shall provide its own fire extinguishers for trailers and for hot work such as cutting and burning.
3. TEMPORARY FACILITIES
   A. Each Trade Contractor is responsible for furnishing any temporary field office trailers or storage facilities required for its operations, subject to The Owne's' approval of quantity and location.
   B. Trade Contractor shall provide storage and security for its own tools, materials, and equipment; The Owner and Invictus Builders are not responsible for theft of uninstalled materials.
4. TEMPORARY CONTROLS
   A. Trade Contractor shall provide temporary signage, warning devices, flagpersons, or other traffic-control means at its work areas in accordance with applicable codes, and shall provide barricades, fencing, and warning lights as required to protect life and property; damage caused by the Trade Contractor's acts or neglect shall be repaired or replaced by that Trade Contractor.
   B. Trade Contractor shall coordinate parking with Invictus Builders and the Owner, and shall maintain vehicular and pedestrian access to the site and adjacent occupied areas at all times.
   C. Refer to Section 01 57 00 – Environmental Protection and Sustainability for dust, noise, and pollution control requirements.
5. PROGRESS CLEANING
   A. Each Trade Contractor is responsible for the daily and continuous removal of trash and debris generated by its work, maintaining the jobsite in a neat, orderly condition throughout construction, consistent with Section 01 74 00 – Cleaning and Waste Management. Final cleaning at Substantial Completion is addressed in Section 01 77 00 – Closeout Procedures.

END OF SECTION

01 55 00 SITE LOGISTICS

PART 1: GENERAL

1. GENERAL
   A. Trade Contractor shall provide temporary signage, warning devices, flagpersons, or other traffic-control means at its work areas in accordance with applicable codes, and shall provide barricades, fencing, and warning lights as required to protect life and property; damage caused by the Trade Contractor's acts or neglect shall be repaired or replaced by that Trade Contractor.
   B. The Project may require multiple mobilizations based on trade sequencing and coordination; scopes of work cannot always be completed in a single mobilization, and Trade Contractor's bid shall account for multiple mobilizations consistent with the Project Schedule.
   C. Trade Contractors utilizing existing roadways and staging areas are responsible for maintaining and repairing any damage caused during their work, including mud removal, re-grading, and stone/concrete/asphalt repairs.
   D. Trade Contractor shall coordinate parking with Invictus Builders and the Owner. Provide snow removal as necessary for its work; site access snow removal is provided by Invictus Builders.
   E. Trade Contractor shall provide temporary drainage and dewatering measures, including pumping and erosion control, as required to protect its Work while in progress.
2. MATERIAL DELIVERY, HANDLING, AND STORAGE
   A. Deliveries and lay-down areas shall be coordinated with and approved by Invictus Builders not less than 48 hours in advance; materials delivered without approval may be denied site access and rescheduled at the Trade Contractor's expense. No more than 7-10 working days of material shall be stored at the jobsite unless otherwise approved.
   B. Trade Contractor shall properly stack and store materials to prevent sagging, damage, overloading, or water damage, and shall cover or protect Work subject to weather damage at the end of each workday.
   C. Trade Contractor shall provide storage and security for its tools, materials, and equipment; Invictus Builders and the Owner are not responsible for theft of uninstalled materials.
3. HOISTING AND ACCESS
   A. An elevator will not be available for Trade Contractor use. Trade Contractor is responsible for all on-site material movement from delivery trucks to locations within the Project, including delivery to upper floors, and for supplying and paying for all cranes, hoists, lifts, operators, staging, scaffolding, and rigging needed for its Work.

END OF SECTION

01 57 00 ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

PART 1: GENERAL

1. ENVIRONMENTAL PROTECTION
   A. Trade Contractor shall not bring, spill, or release asbestos, PCBs, or other hazardous materials onto the site, and shall immediately notify Invictus Builders if hazardous materials are discovered.
   B. Trade Contractor shall provide dust control for its scope of work, within buildings, during demolition, and at site activities and dumpster locations, using negative-air machines, water, calcium, or similar measures as needed; dust shall not be blown directly out of windows, doors, or other openings without filtration.
   C. A Storm Water Pollution Prevention Plan (SWPPP) is required for this Project. The Trade Contractor performing site excavation/utilities work is responsible for obtaining the Construction Stormwater permit and repairing or replacing SWPPP measures damaged by or conflicting with its scope; modifications require Invictus Builders' confirmation.
   D. Vehicle operators on the jobsite shall turn off engines when stopped for more than five minutes or as required by local code, except where idling is necessary for repairs, deliveries, or to power equipment.

END OF SECTION

01 58 00 PROJECT IDENTIFICATION

PART 1: GENERAL

1. GENERAL
   A. Invictus Builders will provide and install the Project identification sign(s) at location(s) approved by the Owner. Cost of the Project sign is not included in individual Trade Contractor bids unless otherwise stated.
2. TRADE CONTRACTOR SIGNAGE
   A. Trade Contractor and Subcontractor company signage, banners, or advertising is not permitted on the Project site, on fencing, or on vehicles parked at the site without prior written approval from the Owner.
3. SAFETY AND INFORMATIONAL SIGNAGE
   A. Trade Contractor shall provide and maintain all safety, warning, and informational signage required for its own Work areas in accordance with OSHA/MIOSHA and Section 01 35 00 - Special Procedures (Safety), including signage identifying hazards, required PPE, and restricted areas.

END OF SECTION

01 71 23 Field Engineering

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Owner Furnished Survey
B. Project Record Documents
C. Examination
D. Survey Reference Points
E. Layout Requirements

1.2 RELATED SECTIONS

A. Not Used

1.3 OWNER FURNISHED SURVEY

A. Trade Contractors will, at their own expense, be responsible for all field engineering lines and elevations required for the complete execution of their work.

B. The Owner has conducted topographic survey and boundary survey used for site design and engineering. This survey information is shown on the construction documents for establishment of building control lines and benchmarks as shown on construction documents.

C. Trade Contractors requiring same will maintain and protect line and level monuments and re-establish at their own expense if damaged or disturbed.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.5 EXAMINATION

A. Verify locations of survey control points prior to starting work.
B. Promptly notify Invictus Builders of any discrepancies discovered.

1.6 SURVEY REFERENCE POINTS

A. Trade Contractor to locate and protect survey control and reference points.
B. Control datum for surveys is indicated on drawings.
C. The building concrete Trade Contractor shall protect survey control points prior to starting site work; preserve permanent reference points during construction.
D. Promptly report to Invictus Builders the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
E. Replace at your own expense dislocated survey control points based on original survey control. Make no changes without prior written notice to Invictus Builders.

F. If necessary, hire a professional surveyor to oversee control points necessary for Trade Contractor layout.

1.7 LAYOUT REQUIREMENTS

A. General
    1) Type of project: Renovation and expansion of an occupied educational facility, including interior renovations, building additions, utility work, and site improvements.
    2) Who/What:
        a. Civil Consultant
            1. Establish project benchmarks and horizontal/vertical control points required for the project.
            2. Provide survey information necessary for building additions, utility work, site improvements, and permit requirements.
            3. Perform additional survey services
        b. Layout
            1. Establish and maintain layout and control points required for construction activities.
            2. Provide layout for building additions, utility work, site improvements, and other work requiring field staking or control.
            3. Perform additional layout services as required by the project scope.
        c. Trade Contractors
            1. Verify dimensions and field conditions prior to commencing work.
            2. Protect all benchmarks, layout points, and control points.
            3. Be responsible for any costs associated with damage to or relocation of control points resulting from their operations.
            4. Coordinate layout requirements with Invictus Builders and other affected trades.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

01 71 33 PROTECTION OF ADJACENT CONSTRUCTION

PART 1: GENERAL

1.1 SUMMARY

A. Section Includes:
   1) This section includes, but is not necessarily limited to, responsibilities for the protection, restoration and notification requirements for surface and subsurface structures, underground facilities and surface improvements as indicated on the drawings, as specified herein and as necessary for the proper and complete performance of the work.

B. Trade Contractor whose operations necessitate notifications, protection, or restoration shall be responsible for the work described in this section inclusive of all coordination and cost.

1.2 NOTIFICATION AND INTERRUPTIONS

A. Prior to start of construction the Trade Contractor responsible shall:
   1) Notify MISS DIG in advance.
   2) ARRANGE FOR THE IDENTIFICATION OF THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE.

B. Utility Interruptions:
   1) For any period exceeding two (2) hours: Provide standby utility service.
   2) Provide eight (8) hours' notice to the affected occupants of the time and duration of the anticipated shut off.
   3) Notify Fire Department in advance if water main or fire supply line shut off is required.
   4) Pay all costs relating to utility interruptions.
   5) No utility interruptions will be allowed without prior written approval from the Owner.

1.3 PROTECTION AND RELOCATION

A. Be responsible for:
   1) Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which interfere with new work or are damaged as a result of Trade Contractor's operations.
   2) Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Trade Contractor's operations.
   3) RELOCATING, RAISING, OR LOWERING OF A STRUCTURE OR UTILITY FOR TRADE CONTRACTOR'S CONVENIENCE.

B. Relocation of poles and structures:
   1) Be responsible for temporary and permanent relocation of power, light, telephone, and other service poles and appurtenant structures.
   2) Make necessary arrangements with the owner of the pole or structure and pay all costs involved.

1.4 RESTORATION

A. Acceptable standards for restoration:
   1) Restore to the better of:
      a. Original condition
      b. Requirements of the Contract Documents

c. 2020 MDOT Standard specifications for Construction
d. MDOT Standard Plans

B. Property corners, Government survey corners, and plat monuments:
   1) Protect from damage or disturbance.
   2) Protect discovered points until Engineer or Owner has witnessed or otherwise referenced their locations.
   3) Replace if disturbed or removed as a result of construction:
      a. Arrange for replacement by a Registered Land Surveyor
      b. Pay all costs

C. Driving surfaces and similar improvements:
   1) Repair or replace damaged or removed surfaces as indicated on the drawings and specified herein.
   2) Adjust to temporary or final grade all new and existing castings (water valve boxes, manholes, catch basins and similar structures) for all gravel, bituminous or concrete surfacing or resurfacing.

D. Landscaping and miscellaneous improvements:
   1) Protect from damage by construction operations. In event of damage, replace any damaged items with one of equivalent type and size.
   2) Includes, but is not limited to, topsoil, seeded areas, sodded areas, shrubs, trees, decorative plantings, fences, mailboxes, signs, guard posts and other similar items.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

01 73 29 CUTTING AND PATCHING

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

A. Not used

1.3 SUBMITTALS

A. Submit written requests in advance of cutting or alteration which affects:
   1) Structural integrity of any element of Project.
   2) Integrity of weather-exposed or moisture-sensitive element.
   3) Efficiency, maintenance, or safety of any operational element.
   4) Visual qualities of sight exposed elements.
   5) Work of Owner or separate Trade Contractor.

B. Include in request:
   1) Identification of Project.
   2) Location and description of affected work.
   3) Necessity for cutting or alteration.
   4) Description of proposed work, and products to be used.
   5) Alternatives to cutting and patching.
   6) Effect on work of Owner or separate Trade Contractor.
   7) Written permission of affected separate Trade Contractor.
   8) Date and time work will be executed.

PART 2: PRODUCTS

2.1 MATERIAIS

A. Primary Products: Those required for original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution.

PART 3: EXECUTION

3.1 EXAMINATION

A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing work, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary support to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas that may be exposed by uncovering work.

D. Maintain excavations free of water.

3.3 CUTTING AND PATCHING

A. Each Trade Contractor shall make arrangements with other Trade Contractors and Invictus Builders for fitting his Work into the general construction. Where the Trade Contractor was given sufficient information as to the required openings prior to construction, the cost for additional cutting and restoring shall be paid for by the Trade Contractor failing to provide the required openings.

B. Each Trade Contractor shall be responsible for cutting, fitting, and patching that may be required to complete his work. Trade Contractors shall not endanger Work of other Trade Contractors by cutting, excavating, or otherwise altering Work: and shall not cut or alter the work of another Trade Contractor except with written consent of Invictus Builders. Costs caused by defective or ill-timed work shall be borne by the party responsible.

C. IDENTIFY ANY HAZARDOUS SUBSTANCES OR CONDITIONS EXPOSED DURING WORK TO THE PROJECT MANAGER FOR DECISION OR REMEDY.

3.4 PERFORMANCE

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing

B. Remove samples of installed work for testing when requested.

C. Provide openings in the work for penetration of mechanical and electrical work.

D. Employ original installer to perform cutting and patching for weather exposed and moisture sensitive elements, and sight-exposed surfaces.

E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Do not pound or make openings with hammers without approval of project manager.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element and provide escutcheon plates where exposed.

I. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit. Patchwork is subject to Invictus Builders approval.

J. Trade Contractors shall coordinate cutting and patching with other Trade Contractors to avoid duplication of efforts and to avoid recutting completed work.

K. Requirements for Structural Work:
   1) Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
   2) Prior to removing existing construction, provide temporary sheeting, underpinning, shoring, and bracing to carry the loads and stresses withstood by any removed items. Trade Contractor is responsible for the adequacy of same, as well as for any damage to the existing building, or contents thereof, resulting from inadequate sheeting, underpinning, shoring, and bracing. All shoring must be done in accordance with signed and sealed engineering.
   3) Source approval method by submitting written RFI to engineer of record.
   4) Structural and supporting elements; primary and secondary, including, but not limited to, building supports, and support of mechanical and electrical elements.
   5) Where special procedures or materials are used.

L. Operational and Safety Limitations:
   1) Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
   2) Obtain Owner's and / or governing agency approval of the cutting and patching procedure before cutting and patching operating elements of safety related systems.
   3) Furnish and install OSHA approved covers/railings/barricades following cutting or creation of a floor opening as required.

M. Visual Requirements:
   1) Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's Representative's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Work that is cut and patched in a visually unsatisfactory manner shall be removed and replaced.

END OF SECTION

01 74 00 CLEANING AND WASTE MANAGEMENT

PART 1: GENERAL

1. SECTION INCLUDES
   A. Housekeeping and cleaning requirements during construction.
   B. Waste, trash, and debris removal.
   C. Cleaning of construction equipment.
2. HOUSEKEEPING
   A. Invictus Builders maintains a “Clean Site, Safe Site” policy to provide a safe, orderly jobsite for all Trade Contractors. Maintain the jobsite in a neat, orderly condition, free from accumulations of waste materials and rubbish throughout construction.
   B. Each Trade Contractor is responsible for the daily and continuous removal of trash and debris generated by its work and shall deposit it into designated dumpsters. Each Trade Contractor shall implement dust control procedures at all times.
   C. Trade Contractors shall separate trash as required by Invictus Builders and Authorities Having Jurisdiction. Incorrectly sorted debris that requires correction will be backcharged to the responsible Trade Contractor.
   D. Trash containers shall not be used for disposal of earth, surplus or slop concrete, flammable or hazardous materials, masonry, regulated materials, and/or steel stock; each Trade Contractor shall dispose of these materials at its own expense.
   E. Washing of materials, products, or tools down building drains or sewer systems, or use of permanent fixtures for cleaning, is prohibited. Costs to clear or repair drains, pipes, and traps damaged by improper cleaning will be backcharged to the responsible Trade Contractor.
   F. Each Trade Contractor is responsible for cleaning all surfaces of spatters or deposits of paint, plaster, mortar, concrete, adhesives, roofing, dirt, soil, oil, or other foreign material resulting from its work. Cleaning costs required due to accidental soiling or damage caused to another Trade Contractor’s work will be backcharged accordingly.
3. WASTE MANAGEMENT
   A. Cleaning of concrete equipment and similar operations shall be performed only at designated locations, in a manner that prevents spillage of fluid or concrete to the ground or penetration into existing soil. The responsible Trade Contractor shall remove all residue resulting from cleaning operations.
4. FINAL CLEANING
   A. Refer to Section 01 77 00 – Closeout Procedures for final cleaning requirements at Substantial Completion.

END OF SECTION

01 77 00 CLOSEOUT PROCEDURES

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Punch List
B. Substantial Completion
C. Final Acceptance
D. Close-out Procedures
E. Warranties
F. Operation and Maintenance Manuals
G. Project Record Documents
H. Certification of Code Compliance

1.2 RELATED SECTIONS

A. Price and Payment Procedures: Schedule of Values
B. Temporary Facilities and Controls: Progress Cleaning
C. Warranties

1.3 PUNCH LIST

A. Each Trade Contractor shall prepare and keep his own room by room, item by item, detailed punch list on the job prior to the Architect/Invictus Builders/Owner preparation of a project punch list. This punch list is for use by his employees and subcontractors to facilitate completion of the Work. Trade Contractor shall submit copy of punch list to Invictus Builders within seven (7) days of request or substantial completion which ever is sooner and shall notify Invictus Builders upon completion of work.
B. The Trade Contractor's inspection shall be as thorough as possible, in accordance with his desire to provide first class workmanship and maintain good reputation and shall include all Work under his Contract, including that of his subcontractors.
C. The Architect and/or Invictus Builders shall observe the Work, providing Work on the Trade Contractor's punch list has been completed, and prepare the Project Punch List for use by the Trade Contractors, and their subcontractors to expedite proper completion of the Work.
D. Each Trade Contractor must accomplish his initial and subsequent Project Punch List corrective items within five (5) calendar days of notification of such work. Each Trade Contractor shall notify Invictus Builders of his intended schedule to accomplish such Punch List items. If the Trade Contractor, for any reason, does not expect to complete his work within this time frame, he shall notify Invictus Builders, in writing, within five (5) days. On such notification, the Trade Contractor must explain his reasons for such delay. Lack of response by the responsible Trade Contractor for accomplishing such work will be cause for his work to be assigned to others and all costs expended shall be charged to that Trade Contractor. In the interest of the Owner, and to accommodate other Trade Contractors, the above procedure will be strictly enforced.

1.4 SUBSTANTIAL COMPLETION

A. PRIOR TO REQUESTING ARCHITECT/ENGINEER INSPECTION FOR CERTIFICATION OF SUBSTANTIAL COMPLETION (FOR EITHER ENTIRE WORK OR PORTIONS THEREOF), COMPLETE THE FOLLOWING AND LIST KNOWN EXCEPTIONS IN REQUEST:

1) In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
    c. Advise Invictus Builders of pending insurance changeover requirements.
2) Submit specific warranties, workmanship bonds, maintenance bonds, maintenance agreements, final certifications, and similar documents.
3) Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4) Submit maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
5) Deliver tools, spare parts, extra stock, and similar items.
6) Make final changeover of permanent locks and transmit keys to Invictus Builders. Advise Invictus Builders of changeover in security provisions.
7) Complete start-up testing of systems and instruction of the Owner's Operation and Property Management and Services Personnel. Discontinue and remove temporary facilities from the site, along with mock-ups, construction tools, and similar elements.
8) Complete final cleanup requirements, including touch-up painting.
9) Touch up and otherwise repair and restore marred, exposed finishes.
10) Complete final cleaning requirements.

1.5. FINAL ACCEPTANCE

A. PRIOR TO REQUESTING ARCHITECT/ENGINEER INSPECTION FOR CLOSE-OUT AND CERTIFICATION OF FINAL PAYMENT, COMPLETE THE FOLLOWING:

1) Certification of code compliance.
2) Submit certification stating that no materials containing asbestos were incorporated into the Work.
3) Submit the final payment request with releases and supporting documentation not previously and accepted. Include insurance certificates for products and completed operations where required.
4) Submit an updated final statement, accounting for final additional changes to the Contract Sum.
5) Submit copy of Architect/Engineer final punch list of itemized work to be completed or corrected, certifying that each item has been completed or otherwise resolved for acceptance.

6) Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
7) Submit consent of surety to final payment.
8) Submit evidence of final, continuing insurance coverage complying with insurance requirements.
9) Submit an assignment and/or transfer of all guarantees and warranties from Trade Contractors, vendors, suppliers and manufacturers.

1.6 CLOSE-OUT PROCEDURES

A. Submit close-out items as listed below:
1) Trade Contractor and Trade Contractor Contact Information
2) Warranty Letter(s) (Include copies of Trade Contract Warranties to Trade Contractor referencing Project Name and Product Warranties)
3) Certificate of Insurance through Warranty Period
4) Start-Up Forms, Test Results, Municipality Approvals, Permits, Certifications, etc.
5) Operation and Maintenance Data
6) Record Drawings

1.7 WARRANTIES

A. Provide warranty in a form approved by the Construction Manager and provide all manufacturers' extended warranties to Construction Manager.

1.8 OPERATION AND MAINTENANCE MANUALS

A. Operation and Maintenance Instructions: Trade Contractor shall engage in or provide for training of the Owner's Operation and Property Management and Services Personnel of equipment that requires regular maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Included a detailed review of the following items:
1) Maintenance Manuals
2) Record Documents
3) Spare parts and materials.
4) Tools
5) Lubricants
6) Fuels
7) Identification systems
8) Control sequences
9) Hazards
10) Cleaning
11) Warranties and bonds
12) Maintenance agreements and similar continuing commitments
13) Maintenance schedules
B. As part of instruction for operating equipment, demonstrate the following procedures:
1) Start-up

2) Shutdown
3) Emergency operations
4) Noise and vibration adjustments
5) Safety procedures
6) Economy and efficiency adjustments
7) Effective energy utilization

C. At a minimum the Operation and Maintenance Manuals will contain:
1) Manual index cross referencing specification numbers for each item
2) Operating instructions
3) Emergency instructions
4) Spare parts list
5) Copies of warranties
6) Wiring diagrams
7) Recommended maintenance procedures and "turn around" cycles
8) Inspection and system-test procedures
9) Copies of applicable Shop Drawings
10) Copies of applicable Product Data
11) Fixture lamping schedule
12) Maintenance drawings and diagrams
13) Listing of required maintenance materials
14) Precautions against improper maintenance
15) All organized by specification section
16) Names and addresses of nearest service outlets, distributors, or factory outlets for each piece of equipment.

1.9 PROJECT RECORD DOCUMENTS

A. PRIOR TO FINAL COMPLETION THE TRADE CONTRACTORS FOR MECHANICAL WORK (DIVISIONS 21-23) AND ELECTRICAL WORK (DIVISION 26) SHALL UPDATE THEIR WORKING DRAWINGS WITH CHANGES MADE IN HIS WORK. SUBMIT ONE COMPLETE SET OF AS BUILT DRAWINGS OF THESE CHANGED WORKING DRAWINGS TO INVICTUS BUILDERS.
1) Each drawing shall be labeled "Project Record", dated and signed by the Trade Contractor.
2) Each drawing shall show final location routing of piping, ductwork (including size), conduits, circuitry, valves, operators, actuators, etc.

2.0 CERTIFICATION OF CODE COMPLIANCE

A. Prior to final payment the Trade Contractors indicated below shall submit through the Construction Manager to the Architect (in duplicate) letters of certificate of code compliance as follows:
1) The Trade Contractor for Divisions 21-23 Work shall submit a letter certifying that mechanical installations comply with the current Michigan Building Code and Michigan Mechanical Code (based on the International Building Code and International Mechanical Code), or other codes as adopted by the Authority Having Jurisdiction.

2) The Trade Contractor for Division 26 Work shall submit letters certifying that electrical wiring complies with NEC current applicable editions.
3) The Trade Contractor for Division 26 Work shall submit letters certifying that alarm systems and smoke and heat detection systems comply with local building code and NFPA Standards.
4) Prime Trade Contractors: Compliance with the recommendations and requirements of the Department of State Police-State Fire Safety Board is mandatory.

END OF SECTION

01 78 36 WARRANTIES

PART 1: GENERAL

1.1 RELATED DOCUMENTS

A. Not used.

1.2 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
    1) Refer to the General Conditions for terms of the Trade Contractor's special warranty of workmanship and materials.
    2) General close-out requirements are included in Section "01 77 00 Closeout Procedures".
    3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted.
    4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
    5) All Trade Contractor Labor and Material Payment Bonds and Performance Bonds shall remain in force minimum two (2) years after final payment.

B. Disclaimers and Limitations
    1) MANUFACTURER'S DISCLAIMERS AND LIMITATIONS ON PRODUCT WARRANTIES DO NOT RELIEVE THE TRADE CONTRACTOR OF THE WARRANTY ON THE WORK THAT INCORPORATES THE PRODUCTS, NOR DOES IT RELIEVE SUPPLIERS, MANUFACTURERS, AND SUBCONTRACTORS REQUIRED TO COUNTERSIGN SPECIAL WARRANTIES WITH THE TRADE CONTRACTOR.

1.3 DEFINITIONS

A. The Term "Warranty":
    1) As defined in the AlA "Glossary of Construction Industry Terms", May 1982 edition: "A warranty is a legally enforceable assurance of quality or performance of a product or Work, or the duration of satisfactory performance".

B. Standard Product Warranties:
    1) Standard Project Warranties are preprinted written warranties published by individual manufacturers for particular products and where indicated are specifically endorsed by the manufacturer to the Owner.

C. Special Warranties:
    1) Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to "Form of Special Warranty" elsewhere herein.

1.4 WARRANTY REQUIREMENTS

A. General
    1) All materials and workmanship provided under this contract shall be guaranteed and warranted for a period of not less than one (1) year (unless specified for a different duration herein) to perform, function and appear as specified.
    2) Provide written guarantee covering all corrections of work required by General Conditions and Supplementary Conditions. Also provide all special guarantees required per specifications.
    3) Unless specifically stated otherwise elsewhere in specifications time period for all guarantees, warranties, etc., required by Contract Documents shall begin on date indicated for Certificate of Substantial Completion or on date of acceptance by Project Manager, Owner and Architect of specifically designated equipment.
    4) Trade Contractor must review, endorse, and countersign all written guarantees provided by his subcontractors and/or material suppliers, and shall be fully bound to and obligated by all conditions thereof.
    5) Trade Contractor shall submit letter to Construction Manager stating requirements to maintain warranty. Letter to include requirements of periodic inspections schedule by manufacturing representatives, notification process and common items that may void warranty.
B. Related Damages and Losses:
    1) When correcting warranted Work that has failed, remove, and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
C. Reinstatement of Warranty:
    1) When Work covered by a warranty has failed and has been corrected by replacement or building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.
D. Replacement Cost:
    1) Upon determination that Work covered by a warranty has failed, replace, or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Trade Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
E. Owner's Recourse:
    1) Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
F. Rejection of Warranties:
    1) The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
    2) The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitment are willing to do so.
    3) In case repairs become necessary, the Owner will give written notice to the Trade Contractor to make same. In case of failure of the Trade Contractor to commence

such repairs within 48 hours for environmental equipment, such as heating, air conditioning, air handling, water systems, and within 30 days for all other work, except as noted in specific sections; after such notice, the Owner may make the repairs either by its own employees or by independent contract and may thereupon recover from the Trade Contractor and its sureties the cost of the repairs so made together with the cost of the supervision and inspection thereof. The Owner will have sixty (60) days after the expiration of said warranty period in which to notify the Trade Contractor of any such repairs necessary on the date of such expiration. The determination of the necessity for repairs shall rest entirely with the Owner's Representative whose decision upon the matter shall be final and obligatory upon the Trade Contractor.

1.5 SUBMITTALS

A. Submit sample warranty with all original submittals at the beginning of the project for review with product data.
B. Submit final written warranties endorsed by the manufacturer and the Trade Contractor to Invictus Builders prior to the date determined for Substantial Completion. These final written warranties will include all specific warranties, whether they are "special" or "standard".
C. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of Invictus Builders.
    1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Trade Contractor during the construction period, submit properly executed warranties to Invictus Builders within fifteen days of completion of that designated portion of the Work.
D. When a special warranty is required to be executed by the Trade Contractor, or the Trade Contractor and subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Construction Manager for approval along with original submittal prior to final execution.
E. Form of Special Warranty:
    1) Where special warranty is specified, the Trade Contractor, as a condition precedent to final payment, shall submit to the Owner's Representative the following warranty letter:

Date_____

Architect Project Number and Name_____

Construction Manager's Job Number_____

Guaranteed Work _____

Specification Section Number Reference_____

Specification Page and Paragraphs Describing Warranty _____

Length of Warranty (Years) _____

Trade Contractor's Name _____

Subcontractor's Name _____

The undersigned herewith warrant(s) that the Work to which this Warranty applies has been performed in conformance with the requirements of the Contract Documents and guaranties the Work to perform as specified without failure for the stated period of time after Substantial Completion or as otherwise agreed to by the Owner.

This Warranty does not apply to failure to perform due to abuse or neglect by the Owner, or his successor in interest, or damage by vandalism.

TRADE CONTRACTOR -MANUFACTURER

Signed _____

Title _____

Notary _____

Date _____

TRADE CONTRACTOR

Signed _____

Title _____

Date _____

Responsibility for the securing, verifying, recording, and transmitting to Invictus Builders, and all other actions regarding the specified special warranties rests with the Trade Contractor.

END OF SECTION

01 91 00 PROJECT TECHNOLOGY

PART 1: GENERAL

1. OVERVIEW
   A. Project Technology refers to the standard software platforms used to support business processes throughout the Project lifecycle. Use of a consistent technology set supports coordination, transparency, and consistency of execution. Unless the Owner's contract requires an alternative platform, Trade Contractor shall utilize the standard technology set identified by Invictus Builders for the processes identified below, at minimum.
2. STANDARD PROJECT TECHNOLOGY
   A. Project Management Software: A cloud-based project management platform (e.g., Procore or equivalent) shall be used from Preconstruction through Closeout for daily reports, drawing and specification management, inspections, meeting minutes, photos, punch lists, RFIs, and submittals.
   B. Insurance Certificate Review: Certificates of insurance will be reviewed by a third-party compliance service to confirm conformance with Contract insurance requirements.
   C. Time and Material Tracking: Time and material tickets and change order requests shall be tracked through Invictus Builders' designated time-and-material tracking software.
   D. Safety Orientation Tracking: Jobsite safety orientation and onboarding for all workers will be tracked through Invictus Builders' designated enterprise safety software.
   E. Certified Payroll Tracking: Where required by the Owner's contract, certified payroll shall be submitted for electronic review through Invictus Builders' designated certified-payroll tracking software.
   F. Payment Management: Trade Contractor payment applications, schedules of values, invoice review and approval, and disbursement will be processed through Invictus Builders' designated payment-management software.

END OF SECTION