

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 1. AIA Document A701, 1987 Edition, "Instructions of Bidders" are included as part of these specifications same as if herein reprinted in full.
a. A copy of AIA A701, 1987 may be obtained from Owner, Architect, or directly from the American Institute of Architects, 1735 New York Avenue, N.W. Washington, D.C. 20006.

SECTION 00120 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from, or add to the instructions to Bidders (AIA A701, 1987 Edition). Where any article of the instruction to Bidders is modified or any paragraph, sub-paragraph, or clause thereof is modified or deleted by these Supplemental Instructions, the unaltered provisions of the article, paragraph, sub-paragraph, or clause shall remain in effect.

- 1. Article 1, Paragraph 1.8; add: Bidding is by invitation, from the Owner, only.
2. Article 1, add Paragraph 1.10: 1.10 The term "Architect" as used herein, shall be construed to mean the "Owner", as the Owner will administer the bidding procedures.
3. Article 3, Paragraph 3.1.1: Owner will provide each invited Bidder one (1) set of copies of the Bidding Documents. Extra sets may be requested from the Owner of a non-refundable cost. Deposit is of Owner's discretion.
4. Article 4, Paragraph 4.1.1 delete and insert the following: 4.1.1 Bids shall be submitted on forms identical to the Bid Form provided by the Owner: one (1) original with original signature(s). Bids transmitted via facsimile, provided they are received by the prescribed deadline, are acceptable. Originals shall be sent by overnight service for next day delivery.
5. Article 4, Paragraph 4.2: Delete this paragraph in it's entirety, as no bid security will be required.
6. Article 4, Paragraph 4.4.1: The "stipulated time period" shall be construed as 45 calendar days.
7. Article 5, add Paragraph 5.3.3: 5.3.3 Voluntary alternates, if offered by the Bidder, will not be considered in determining the lowest responsive Bid, however, the Owner reserves the right to accept or reject, any or all voluntary alternates, prior to award of contract.
8. Article 6, Paragraph 6.2: Delete this paragraph in it's entirety.
9. Article 7, Paragraph 7.1.1: Bond requirement will be an option reserved by the Owner.
10. Article 7, Paragraph 7.2.2: Delete "unless otherwise provided," and substitute: "Unless otherwise acceptable to the Owner,".

SECTION 00220 - GEOTECHNICAL DATA

- 1. SUBSURFACE REPORT
a. Verify with the Owner if a subsurface investigation performed by a geotechnical consultant is available. Coordinate obtaining a copy with owner prior to starting project. The report presents his conclusions on subsurface conditions, based on his interpretations of the data obtained in the investigation. The Contractor acknowledges that he has reviewed the consultant's report and any addenda thereto, and that his Bid for excavation operations, including all necessary rock removal, is based on the subsurface conditions as described in that report. It is recognized that a subsurface investigation may not disclose all conditions as they actually exist between the time of a subsurface investigation and the time of excavation operations, in recognition of equitable additional compensation for the Contractor if adverse unanticipated conditions are encountered, and to provide a means of rebate to the Owner if the conditions are more favorable than anticipated.
b. At any point in time during excavation operations that the Contractor encounters conditions that are different than those anticipated by the foundation consultant's report, he shall immediately (within 24 hours) bring this fact to the Owner's attention. Once a fact of unanticipated conditions has been brought to the attention of the Owner, and the consultant has concurred, immediate negotiations will be undertaken between the Owner, and the Contractor to arrive at a change in contract price for additional work or reduction in work because of the unanticipated conditions. The contractor agrees that his stated unit price would apply for additional or reduced work under the Contract.
c. The soil investigation report is not intended as representations or warranties of accuracy of continuity between soil borings, and is furnished only as a matter of convenience to the Bidder.

SECTION 00300 - BID FORM

- 1. The form of proposal will be furnished separately by the Owner.

SECTION 00700 - GENERAL CONDITIONS

- 1. AIA Document A201, 1987 Edition, "General Conditions of the Contract for Construction" are included as part of these specifications same as if herein reprinted in full.
a. A copy of AIA A701, 1987 may be obtained from Owner, Architect, or directly from the American Institute of Architects, 1735 New York Avenue, N.W. Washington, D.C. 20006.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the instructions to Bidders (AIA A701, 1987 Edition). Where any article of the instruction to Bidders is modified or any paragraph, sub-paragraph, or clause thereof is modified or deleted by these Supplemental Instructions, the unaltered provisions of the article, paragraph, sub-paragraph, or clause shall remain in effect.

- 1. Article 1, Paragraph 4.2.1; delete and substitute: 4.2.1 All references used throughout these documents requiring the Architect to act, approve, or concur, shall be construed to mean the Architect's professional judgment regarding this project, and shall become the sole responsibility of the Contractor. The Contractor may consult with the Architect on periodic basis if the Owner deems necessary to assure compliance with the Contract Documents.
2. Article 7, Paragraph 7.3; further modified as follows:
When the Owner authorizes the Contractor to perform changes or additions involving extra labor and material, and the Contractor is directed to proceed on the basis of the actual cost of labor and material by Change Order, the following allowances will be allowed for Overhead and Profit (Bond and Insurances) & Profit:
(1) For the Contractor: Net 10%
(2) Extra work covered by unit prices as requested in the Bid Form, include Contractor's overhead and profit.

- 3. Article 8, add Paragraph 8.3.4: 8.3.4 The Contractor shall have no claim for an extension of time unless such time is stated on the face of a written Change Order and approved and accepted in writing by the Owner in such Change Order. Any attempted reservation by the Contractor of the right to subsequently claim any extension of time not stated on the face of a written Change Order approved and accepted by the Owner shall be null and void.
4. Article 9, Paragraph 9.3.1; add the following: Payment requests must be received by the Owner no later than the 28th day of each month, and must be accompanied by a lien waiver in full for each participating contractor, subcontractor, and supplier seeking payment. Owner will not be required to make any payment without the required lien waivers.
5. Article 9, Paragraph 9.4: Delete in it's entirety.
6. Article 9, Paragraph 9.6.1; Delete and substitute: 9.6.1 Upon receipt of Contractor's Application for Payment, Owner will make such payment to the Contractor within 15 days or as soon as practical thereafter.
7. Article 9, add Paragraphs 9.10.5 and 9.10.6: 9.10.5 Before Owner issues final payment hereunder, the Contractor shall submit to the Owner, (a) an affidavit that all payrolls and bills for material and equipment, and other indebtedness connected with the Work for which the Owner of its property might in any way be responsible, have been paid or otherwise satisfied, (b) the consent of surety to final payment; and (c) if required by the owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract Documents, to be the extent and in such form as may be designated by the Owner. If any Subcontractor and/or Materialman refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond, at it's expense, satisfactory to the Owner to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the Owner may be compelled to pay in discharging such lien, including, without limitation, all costs and reasonable attorneys' fees.
9.10.6 All waivers and subordination agreements required hereunder shall be in the form acceptable to the Owner.
8. Article 11; delete first paragraph 11.1.1 beginning with "The Contractor..." and ending with "...be liable", and substitute the following: 11.1.1 Prior to the commencement of the Work, Contractor shall procure, and Contractor shall maintain, all insurance required under this Paragraph 11.1. Contractor shall require each Subcontractor to provide coverage adequate to protect Subcontractor and it's employees. If the terms of coverage of such policies are unacceptable to Owner, Contractor and/or Subcontractor shall revise the coverage or obtain additional coverage as reasonable requested by Owner. Owner's approval of Contractor's and any Subcontractor's insurance shall not relieve or limit their liability under the Contract Documents. In the event of the failure of Contractor to furnish and maintain such insurance, then the Owner shall have the right, but not the obligation, to take out and maintain such insurance for and in the name of Contractor and Contractor shall pay the cost thereof and furnish all necessary information to permit the Owner to take out and maintain such insurance for the account of Contractor. Contractor shall not allow any Subcontractor to commence work on it's subcontract until all insurances required of Subcontractor have been obtained. Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
9. Article 11; delete paragraph 11.1.2 and substitute the following: 11.1.2 The liability insurance purchased and maintained by Contractor pursuant to this paragraph 11.1 shall include the types and be in the minimum amounts as follows:
(a) Workman's Compensation
(i) Workers' or workmens' compensation - maximum permitted by statute, unlimited if permitted;
(ii) Employer's Liability - \$1 Million.
(b) Comprehensive General Liability
Bodily injury and property damage having a combined single limit of \$1 Million and including the following coverages:
(i) Comprehensive Form;
(ii) Premises - Operations;
(iii) Explosion and Collapse Hazard;
(iv) Underground Hazard;
(v) Products - Completed Operations Hazard (which must be maintained for 2 years commencing with issuance of the final certificate of Payment);
(vi) Contractual Insurance;
(vii) Business Automobile Liability (extended to apply to completed operations);
(viii) Voluntary Assumption of Contractual Obligations;
(ix) Personal Injury (with employees and contractual exclusions deleted);
(c) Automobile Liability (Comprehensive Form, insuring contractor for operations of all owned, hired, and non-owned vehicles) limit of \$1 Million.
(d) Umbrella Excess Liability

- 10. Article 11; paragraph 11.3: Delete all references to Owner furnished property insurance.
The Owner shall furnish Builder's Risk insurance, including the perils of fire, extended coverage, theft, vandalism, and malicious mischief in an amount of not less than 100% of the insurable value of all the work, and the coverage written on Builder's Risk Coverage Form CP0020, including Causes of Loss Basic Form CP 1010 or Causes of Loss - Board Form CP1020 or Causes of Loss - Special Form CP1030, or an acceptable inland Marine "All Risk" installation floater form, with a company authorized to do business in the state in which the project is located.
11. Article 12; add paragraph 12.2.2.1: 12.2.2.1 If during the Contractor's one (1) year warranty after completion the Owner
12. Article 13; paragraph 13.6.1: 13.6.1 Interest rate shall be ten percent (10%).
DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01005 - ADMINISTRATIVE PROVISIONS
1. Work of this Contract comprises general construction, site improvements, mechanical, and electrical for Texas Roadhouse, location as identified on the Contract Drawings.

- 2. Schedule the work to accommodate Owner's operations during the construction period.
3. Confine operations of the project site to areas permitted by law, ordinances, permits, and the Contract Documents and do not unreasonable encumber the sit with any materials or equipment.
4. Cooperate and coordinate with other contractors as required in the General Conditions.
5. Establish all grades, lines, and levels necessary for execution f work including location of property lines and bench marks shown on drawings.
a. Verify all grades, lines, levels and dimensions shown on the drawings and report any errors or inconsistencies in same to Owner for correction before starting work.
b. Protect all property pins, markers, and monuments from being disturbed. Disturbed pins, markers, or monuments shall be promptly replaced by a registered land surveyor at Contractor's expense.
6. Building permit fee shall be paid by Owner including other fees, costs, and taxes for permits, licenses, utility connections and meters.
a. Water tap and sewer tap fees will be paid by Owner.
7. For products or execution requirements specified by association or trade standards, comply with requirement of the standard, except when more rigid requirements are specified or are required by applicable code.
a. The date of the standard is that in effect as of the bid date, except when a specific date is specified.
8. Manufacturer's specifications, recommendations, instructions or other data referenced shall be construed as data contained in manufacturer's printed publications current as of the bid date, except when a specific date is specified.

SECTION 01015 - OWNER FURNISHED ITEMS AND EQUIPMENT

- 1. Items shown or noted "by outs" or "by others" on the drawings and/or in the specifications shall be furnished and installed by Owner under separate contract, except as described hereinafter. The Contractor shall receive, unload as required, store and be responsible to the extent of carrying necessary insurance to cover items in case of theft, fire, loss, malicious damage, included in this category are:
a. All loose furnishing such as booths, tables, waitress stations, hostess stand, chairs, and waiting benches
b. Security system.
c. Sound system.
d. Interior Signage.
Owner-furnished/Contractor-installed equipment.
3. Contractor shall provide all rough-in wiring and make all final connections. Contractor shall be required to request shop drawings, including cut schedules, schedules, etc. from the Owner, as necessary to properly coordinate utility connections, preparations, roof openings, and equipment supplies to accommodate actual furnished items and equipment.
4. Contractor shall designate a competent individual on the job site staff as his "authorized representative" for owner-furnished equipment. This individual will be responsible for providing information on desired delivery schedules, proper receipt and reporting of all shipments received as described hereinafter, and shall be responsible for proper storage and handling of the equipment at all times.

SECTION 01070 - CUTTING AND PATCHING

- 1. Execute cutting (including excavating), fitting or patching of work, required to:
a. Make several parts fit properly.
b. Uncover work to provide for installation of fill-timed work.
c. Remove and replace defective work.
d. Remove and replace work not conforming to requirements of Contract Documents.
e. Remove samples of installed work as specified for testing.
2. Execute cutting a patching by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work.
3. Employ original installer to perform cutting and patching for exposed finished surfaces.
4. Refinish entire surface as necessary to provide an even finish.
a. Continuous surfaces: To nearest intersection.
b. Assembly: Entire refinishing.

SECTION 01200 - PRECONSTRUCTION MEETING DATE

- 1. Owner will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.
2. Owner will administer mobilization at project site for clarification of Contractor responsibilities in use of site and for review of administrative procedures.
3. Attendance, Job superintendent, representative of the Contractor's home, office, major subcontractors and suppliers, and Owner representative. Others as appropriate to agenda topics.
4. Suggested Agenda: Review progress schedule and adjustment thereto, delivery schedules, submittal, maintenance of quality standards, pending changes and substitution and other items affecting progress of work.
5. Contractor shall schedule, organize and chair any subsequent Project Meeting during normal working hours.

SECTIONS 01300 - SUBMITTALS CONST. FINISH

- 1. Deliver submittals to Owner's Project Manager, unless otherwise directed.
2. Identify submittals with Contractor's name, project name/location and date of submittal.
3. Make any corrections to the submittals required by Owner and resubmit until approved. Direct specific attention in writing to revisions on re-submittals other than the corrections requested by Owner on previous submittals.
4. Construction Schedule
a. Within ten (10) days after execution of the Contract or the date of written notice to commence the work, whichever is earlier, submit three (3) copies of a detailed construction schedule for approval.
b. Schedule shall graphically show the relationship and interdependence of all activities necessary to fully complete the work and shall show the sequence in which each activity is to be accomplished. The detail of information shall be such that duration times of activities shall normally range from one (1) to fifteen (15).
c. Schedule shall give description of each activity, show its duration in calendar days and reference its start and finish dates to calendar dates.

- 5. Shop Drawings and Samples
a. Submit all drawings, diagrams, patterns, illustrations, schedules, performance charts, instructions, specifications and other product data illustrating partitions of the work as required by the specification sections. Such submittals, whether or not referred to as shop drawings, shall comply with the requirements for shop drawings hereinafter prescribed. Unless otherwise noted in the specifications sections, submit a minimum of three (3) sets of shop drawings to Architect. Two (2) sets will be returned to Contractor unless otherwise requested. No draw will be accepted until all shop drawings have been submitted.
b. Unless the precise color and pattern in specifically specified in the specifications sections, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts and samples for review and selections.
c. Review, stamp with Contractor approval, signature, and submit within thirty (30) days after execution of the Contract or the date of written notice to commence the work, whichever is earlier, all shop drawings and samples. Shop drawings or samples submitted without Contractor's approval stamp will be returned for review. Submit shop drawings and samples in an orderly sequence so as to cause no delay in the work or in the work of other contractors.
d. Shop drawings and samples will be reviewed and approved by Owner to determine in general if they are in compliance with the Contract Documents. Such approval shall not relieve Contractor of responsibility for any deviations from the requirements of the Contract Documents nor from the responsibility for errors or omissions in the shop drawings or samples.
e. Do not commence any portion of the work until the submittals has been approved as prescribed herein. All such portions of the work shall be in accordance with approved shop drawings or samples.

Schedule of Values

Submit a schedule of values for various portions of the work within ten (10) days after execution of the Contract or the date of written notice to commence the work, whichever is earlier. Show the amounts of the Contract Sum allocated to each portion of work, on AIA Form G-700.

Certificates of Compliance

- a. Submit in duplicate, certificates of compliance for each product specified, prior to installation of the applicable product.
b. Certificates of compliance shall include certified laboratory test reports, manufacturers certificates or other evidence sufficient to verify compliance with the products specified.

SECTION 01400 - QUALITY CONTROL

- 1. Perform work in the most workmanlike manner and according to best standard practices. All work shall be free from faults and defects in workmanship.
2. Contractor shall be solely responsible for quality control of the work and shall maintain quality control over suppliers, manufacturers, products, services, sit conditions and workmanship, to produce work of specified quality.
3. Testing and inspection, where required by the specification sections and the generals requirements contained herein.
4. All testing and inspection whether required by the specification section or by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction or whether performed by the Contractor for quality control shall be at contractor's expense unless otherwise indicated in the Contract Documents.
5. Where the specifications sections require testing or inspections by a testing laboratory, engage a reputable, independent testing laboratory specializing in the required services unless the testing or inspection is indicated as furnished by the Owner. Testing laboratory Shall be approved by the Owner.
6. Secure required certificates of testing, inspection or approval and promptly deliver to Owner.
7. Promptly replace or correct all work found not to be in compliance with the requirements of the Contract Documents and the requirements of any public authority having jurisdiction so as not to delay the work or the work of other contractors regardless of how such failure to comply may be revealed. Replacement and correction shall be expedited as required to maintain interim contract completion dates and the full completion date.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- 1. All temporary facilities and services shall be furnished in strict accordance with existing governing regulations. Including any permits (i.e. const, trailer permit)
2. Sanitary Facilities: The Contractor shall be provided temporary sanitary facilities for the workmen.
3. Water Facilities: The Contractor shall furnish and pay for temporary water for the purpose of construction as required.
4. Temporary Heat: The Contractor shall furnish, install and maintain temporary heat as work requires. The temporary heat shall provide a temperature differential of approximately 40 degrees F using portable space heaters.
5. Power and light:
a. The Contractor shall arrange for temporary power for tools and light as required, to the construction sit.
b. Cost of the electrical power consumed for the temporary service for tools and lights, shall be borne by the Contractor. Cost of distributing power to the construction site shall be borne by the Contractor.
c. The Contractor shall remove temporary power only when permanent service is arranged and approved.
6. Remove all temporary facilities upon completion of the work or when no longer required.
7. Provide plumbing, temporary drainage, water diversion, weather protection and controls as required to ensure to delay in the work or the work of other contractors.
8. Field Office shall be provided by Contractor with (2) telephones, (1) Fax and (1) portable, heating, and cooling. Location shall be at the Owner's discretion. Permits are the responsibility of the contractor.

SECTION 01600 - MATERIALS AND EQUIPMENT

- 1. Where acceptable manufacturers are listed in the specification sections, obtain materials and equipment in compliance with the requirements specified from one of the manufacturers listed.
2. Components required to be supplied in quantity within a specification section shall be the same, supplied by same manufacturer and shall be interchangeable.
3. All materials and equipment shall be new, unless otherwise specified, and of first class quality, free from any faults or defects including blemishes, dents, imperfections, rust, and stains. Do not incorporate faulty or defective materials or equipment into the work.
4. Handle and store materials and equipment in accordance with manufacturers' and suppliers' recommendations and store packaged materials and equipment in original, undamaged condition with manufacturer's label and seals intact.
5. No substitutions for the materials and equipment specified shall be made unless written approval has been given as required in the General Conditions by Owner. Substitutions will be considered only if Owner receives the advantage of lesser cost with no increase in quality, or earlier completion or both. contractor required to do "Sewer, Water, Gas, Electric, Phone, and Cable connections/ permits, etc."



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TEXAS ROADHOUSE
1570 W. KOGER CENTER
DRIVE RICHMOND, VA 23235

PERMIT SET
DRAWN BY LAJ
CHECKED BY KRB
DATE 6/22/2017
REV. DATE DESCRIPTION

The Construction Documents shall consist of all drawings, specifications, surveys, site reports, addenda and other documents. Plans of this information or drawing sheets shall be taken separately or "plans alone" from the remainder of the documents. The entire set of Construction Documents to determine their particular scope of work. Any substitution or change to the Construction Documents shall be interpreted at the sole discretion of the Architect.

SHEET TITLE SPECIFICATIONS

SP1.0