BIDDING REQUIREMENTS

BIDDING REQUIREMENTS: INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE:
ALL BIDDERS SUBMITTING PROPOSALS FOR THIS WORK SHALL FIRST EXAMINE THE SITE (PREMISES) AND ALL SUCH CONDITIONS AS MAY AFFECT THE WORK UNDER THIS CONTRACT. FAILURE TO EXAMINE THE SITE WILL NOT RELIEVE THE SUCCESSFUL BIDDER FROM THE NECESSITY TO PROVIDE WORK THAT MAY BE REQUIRED TO COMPLETE THE WORK WITHOUT ADDITIONAL COST TO THE OWNER.

EXPLANATION TO BIDDERS:
A. NO ORAL EXPLANATION IN REGARD TO THE MEANING OF THE DRAWINGS AND SPECIFICATIONS WILL BE MADE AND NO ORAL INSTRUCTIONS WILL BE GIVEN BEFORE THE AWARD OF THE CONTRACT. DISCREPANCIES, OMISSIONS, OR DOUBTS AS TO MEANING OF THE DRAWINGS AND SPECIFICATIONS SHALL BE COMMUNICATED IN WRITING TO THE OWNER FOR INTERPRETATION.
IN THE EVENT OF UNRESOLVED DISCREPANCIES OR AMBIGUITY, THE ARCHITECT OF RECORD WILL BE THE FINAL JUDGE ON PLAN INTERPRETATION. BIDDERS SHOULD ACT PROMPTLY AND ALLOW SUFFICIENT TIME FOR A REPLY TO REACH THEM BEFORE THE SUBMISSION OF THEIR BIDS. ANY REVISION MADE WILL BE IN THE FORM OF AN ADDENDUM TO THE SPECIFICATIONS BEARING THE APPROVAL OF THE OWNER AND WILL BE FORWARDED TO ALL BIDDERS AND ITS RECEIPT BY THE BIDDER SHOULD BE ACKNOWLEDGED BY THE BIDDER BY HIS SIGNATURE AFFIXED THERETO AT THE TIME OF RECEIPT AND VERIFIED BY HIS ACKNOWLEDGMENT ON THE BID FORM.

B. EACH PROSPECTIVE BIDDER WILL BE FURNISHED BIDDING DOCUMENTS TO COMPLETE THEIR BID.

PREPARATION & SUBMISSION OF BIDS:
A. THE BIDDER IS REQUIRED TO BID ON ALL ALTERNATES AND/OR ALLOWANCES OR ON ALL ITEMS CALLED FOR IN THE BID FORM, EXCEPT WHEN ALTERNATES ARE CALLED FOR ON A TYPE OR METHOD OF CONSTRUCTION AS TO WHICH THE BIDDER DOES NOT DESIRE TO BID, HE MAY INSERT THE WORDS "NO BID" IN THE SPACE PROVIDED FOR PRICES ON SUCH ALTERNATE TYPE OR METHOD OF CONSTRUCTION.

B. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND SHALL BE SIGNED IN INK. ERASURES OR OTHER CHANGES IN A BID MUST BE EXPLAINED OR NOTED OVER THE SIGNATURE OF THE BIDDER. BIDS CONTAINING ANY CONDITIONS, OMISSIONS, UNEXPLAINED ERASES OR ALTERNATES, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR IRREGULARITIES OF ANY KIND, MAY BE REJECTED BY THE OWNER AS BEING INCOMPLETE.

BID ANALYSIS:
BIDS SHALL BE ACCOMPANIED BY ONE (1) SIGNED COPY OF POPEYE'S STANDARD "BID ANALYSIS" FORM AS INDICATED ON THE FORM, INDIVIDUAL LINE ITEMS ARE TO BE SHOWN AT THE GENERAL CONTRACTOR'S COST WITH NO MARKUP FOR OVERHEAD OR PROFIT BY THE GENERAL CONTRACTOR. HOWEVER, EACH LINE ITEM SHALL INDICATE THE FULL VALUE OF SUBCONTRACTOR WORK INCLUDING SUBCONTRACTOR'S OVERHEAD AND PROFIT. SUPERVISION, OVERHEAD, AND PROFIT FOR THE GENERAL CONTRACTOR'S WORK SHALL BE SHOWN ON THE APPROPRIATE LINES.

AWARD OF CONTRACT:
THE OWNER RESERVES THE RIGHT TO DETERMINE WHAT ARE INFORMALITIES IN THE MAKING, RECEIVING AND OPENING OF BIDS AND THE AWARDING OF CONTRACTS THEREON, AND THE FURTHER RIGHT TO WAIVE ANY SUCH INFORMALITY WHEN SUCH WAIVER IS, IN THE DISCRETION OF THE OWNER, TO THE BEST INTEREST, ALSO, TO ACCEPT ANY ITEM IN THE BID UNLESS OTHERWISE SPECIFIED.

REJECTION OF BIDS:
THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

STANDARD FORMS:
1. AIA DOCUMENT A305 - CONTRACTORS QUALIFICATIONS STATEMENT.
2. AIA DOCUMENT G701 - CHANGE ORDER.
3. AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE OF PAYMENT. THIS DOCUMENT SUMMARIZES THE CONTRACT AMOUNT, WORK COMPLETED, STORED MATERIALS, RETAINAGE, PREVIOUS CERTIFICATES OF PAYMENT, AND THE CURRENT AMOUNT DUE.
4. AIA DOCUMENT G703 - CONTINUATION SHEET (ONE (1) OR MORE SHEETS AS REQUIRED). THIS DOCUMENT DETAILS THE AMOUNTS SUMMARIZED ON DOCUMENTS G702. IT PROVIDES A PROJECT BREAKDOWN AND DISCLOSES THE NAME OF THE COMPANY PROVIDING LABOR AND MATERIALS WHEN LABOR IS PAID BY THE CONTRACTOR DIRECTLY TO INDIVIDUAL WORKERS, IT SHOULD BE IDENTIFIED AS "G.C. LABOR". THIS DOES NOT INCLUDE ANY LABOR PAID TO A THIRD PARTY. MATERIALS TAKEN FROM THE CONTRACTOR'S INVENTORY SHOULD BE LISTED AS "G.C. MATERIALS". THIS MAY NOT INCLUDE MATERIALS DELIVERED DIRECTLY TO THE JOB SITE OR IDENTIFIED IN ANY WAY THE SUPPLIER WITH PLKI. CONTRACTOR'S OVERHEAD AND PROFIT SHALL BE SHOWN AS A SEPARATE LINE ITEM. IF SUBCONTRACTOR AMOUNTS CHANGE FROM AMOUNTS SHOWN ON THE ORIGINAL PROJECT BREAKDOWN, THE CHANGES SHALL BE SHOWN ON THE PAYMENT REQUEST WITH A CORRESPONDING CHANGE TO THE CONTRACTOR'S OVERHEAD AND PROFIT LINE. UNLESS A CHANGE ORDER IS INVOLVED, THE TOTAL CONTRACT AMOUNT SHALL REMAIN THE SAME.
5. CERTIFICATE OF SUBSTANTIAL COMPLETION, AIA DOCUMENT A1124.
6. CERTIFICATE OF INSURANCE, AIA DOCUMENT G705.
7. AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - IN THIS DOCUMENT, THE CONTRACTOR SWEARS THAT ALL SUBCONTRACTORS AND MATERIALMEN ARE DISCLOSED ON G703 AND THAT EACH HAS BEEN PAID.
8. AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - IN THIS DOCUMENT, THE CONTRACTOR SWEARS THAT ALL SUBCONTRACTORS AND MATERIALMEN ARE LISTED ON G703 AND THAT WAIVERS OF LIENS, HIS OWN INCLUDED, ARE ATTACHED.
9. AIA DOCUMENT G805 - LIST OF SUBCONTRACTORS
10. AIA DOCUMENT G713 - CHANGE ORDER AUTHORIZATIONS.
11. CONSENT OF SURETY (SURETY COMPANY'S FORM).
12. PARTIAL WAIVER OF LIEN FORM1 - IN THIS FORM, THE CONTRACTOR, SUBCONTRACTORS AND MATERIALMEN WAIVE THEIR RIGHT TO FILE A LIEN FOR WORK PERFORMED TO DATE. THIS DOCUMENT IS ACCEPTABLE FOR INTERIM CERTIFICATES OF PAYMENT.
13. FINAL WAIVER OF LIEN FORM - IN THIS FORM, THE CONTRACTOR, SUBCONTRACTORS AND MATERIALMEN WAIVE THEIR RIGHT TO FILE A LIEN FOREVER.
14. CONTRACTOR'S AFFIDAVIT OF DISCLOSURE OF DEBTS AND CLAIMS. IN THIS DOCUMENT, THE CONTRACTOR SWEARS THAT ALL DEBTS AND CLAIMS ARE DISCLOSED. IT SUMMARIZES THE CURRENT AMOUNT DUE EACH FIRM (CONTRACTOR, SUBCONTRACTOR, OR MATERIALMEN) LISTED ON G703. IT ALSO PROVIDES THE ADDRESS, PHONE NUMBER, AND REPRESENTATIVE OF EACH FIRM.

CONTRACT FORMS
1. THE CONTRACT FOR CONSTRUCTION SHALL BE POPEYE'S LOUISIANA KITCHEN, INC. "CONSTRUCTION CONTRACT AGREEMENT" FOR ALL CONSTRUCTION.

GENERAL CONDITIONS
GENERAL:
A. THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, FORM A-201, LATEST EDITION, ARE HEREBY, EXCEPT AS THE SAME MAY BE INCONSISTENT HEREWITH, MADE A PART OF THIS SPECIFICATION. COPIES ARE TO BE OBTAINED AND ARE INCORPORATED BY REFERENCE AND HEREBY MADE A PART OF THE SPECIFICATION

B. WHERE ANY ARTICLE OF THE AIA "GENERAL CONDITIONS" IS SUPPLEMENTED HEREBY THE AIA PROVISIONS OF SUCH ARTICLE SHALL REMAIN IN EFFECT. ALL THE SUPPLEMENTARY CONDITIONS SHALL BE CONSIDERED AS IF ADDED THERETO. WHERE ANY PORTION OF SUCH ARTICLE IS AMENDED, VOIDED OR SUPERSEDED THEREBY, THE PROVISIONS OF SUCH ARTICLE NOT SO SPECIFICALLY AMENDED, VOIDED, OR SUPERSEDED SHALL REMAIN IN EFFECT.

C. THE GENERAL CONDITION SUPPLEMENTARY CONDITIONS AND APPLICABLE PORTIONS OF DIVISION 1 OF THE SPECIFICATIONS APPLY TO ANY AND ALL SUBSEQUENT SECTIONS OF THESE SPECIFICATIONS.

D. WHERE ANY ARTICLE OR PROVISION OF ANY ARTICLE CONFLICTS WITH THE LAWS OF THE STATE OR THE LOCATION OF THE PROJECT, SUCH ARTICLE, OR PORTION OF THE ARTICLE IS HEREBY STRICKEN.

E. THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH THE 2010 "AMERICANS WITH DISABILITIES ACT" (28CFR PART 1630.2). TITLE III AND ITS REGULATIONS PROMULGATED IN ACCORDANCE THEREIN. CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER AND ARCHITECT HARMLESS FROM ANY AND ALL LOSSES, SUITS, CLAIMS, COSTS, EXPENSES AND OTHER DAMAGES WHICH MAY BE INCURRED BY OWNER/ARCHITECT AS A RESULT OF CONTRACTOR'S FAILURE TO COMPLY WITH SAID ACT.

BIDDING REQUIREMENTS (CONT.)

ARTICLE 3 - CONTRACTOR:

A. ARTICLE 3.4 LABOR AND MATERIALS OF SAID "GENERAL CONDITION" PARAGRAPH 4.4.3 IS HEREBY ADDED AS FOLLOWS:
"ALL CONTRACTORS AND SUBCONTRACTORS EMPLOYED UPON THE WORK SHALL BE REQUIRED TO CONFORM TO THE FEDERAL, STATE, AND LOCAL LABOR LAWS AND VARIOUS ACTS AMENDATORY AND SUPPLEMENTARY THERETO, AND TO ALL OTHER LAWS, ORDINANCES, AND LEGAL REQUIREMENTS APPLICABLE THERETO."

B. ARTICLE 3.6 TAXES OF SAID "GENERAL CONDITIONS" PARAGRAPH 3.6.1 IS HEREBY AMENDED AND SUPPLEMENTED AS FOLLOWS:
"THE CONTRACTOR SHALL PAY FOR ALL TAXES NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK, BOTH TEMPORARY AND PERMANENT."

C. ARTICLE 3.7 PERMITS, FEES AND NOTICES OF SAID "GENERAL CONDITIONS" PARAGRAPH 4.13 DELETE IN ITS ENTIRETY AND SUBSTITUTE IN LIEU THEREOF AS FOLLOWS:
"THE CONTRACTOR SHALL BRING TO THE ATTENTION OF THE OWNER ANY CONFLICTS, OMISSIONS, DELETIONS, OR ERRORS IN THE DRAWINGS AND/OR SPECIFICATIONS WHICH DO NOT CONFORM TO APPLICABLE ZONING, CODE AND OTHER USE REGULATIONS AND/OR TO THE AMERICANS WITH DISABILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER. THE CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER OR THE ARCHITECT FOR ANY DAMAGES RESULTING FROM ANY SUCH ERRORS EXCEPT THAT CONTRACT SHALL BE FULLY AND EQUALLY LIABLE UPON FAILURE TO PUT ARCHITECT ON NOTICE OF SAID CONFLICTS, OMISSIONS, DELETIONS, OR ERRORS."

D. ARTICLE 3.15 CLEANING UP OF SAID "GENERAL CONDITIONS" PARAGRAPH 3.15.1 HEREBY AMENDED AND ADDED AS FOLLOWS:
"THE SHALL REMOVE FROM THE JOB SITE ALL DEBRIS, PACKING, DEBRIS, ETC. FROM KITCHEN EQUIPMENT. HE SHALL BROOM CLEAN THE BUILDING INTERIOR DAILY. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL LEAVE THE BUILDING CLEANED DUST FREE, CLEAN ALL GLASS, REPLACE ANY BROKEN GLASS, REMOVE STAINS, SPOTS, MARKS AND DIRT FROM DECORATED WORK, CLEAN HARDWARE, REPAINT SPOTS FROM ALL SURFACES, CLEAN FIXTURES, AND WASH ALL TILE FLOORS."

ARTICLE 11 - INSURANCE:
A. ARTICLE 11.1 CONTRACTOR'S LIABILITY INSURANCE OF SAID "GENERAL CONDITIONS" IS HEREBY MODIFIED AS FOLLOWS:
INSURANCE: COMPREHENSIVE, AUTOMOBILE, UMBRELLA LIABILITY CERTIFICATES OF INSURANCE FROM CARRIERS APPROVED BY THE OWNER SHALL BE FILED IN NOT LESS THAN THE FOLLOWING AMOUNTS OR GREATER AMOUNTS AS REQUIRED BY LAW PRIOR TO COMMENCEMENT OF THE WORK:

1. WORKMEN'S COMPENSATION:
AS REQUIRED BY LAW IN APPLICABLE STATE

2. COMPREHENSIVE GENERAL LIABILITY:
(A) $1,000,000 PER OCCURRENCE COMBINED- SINGLE LIMIT
(B) $2,000,000 AGGREGATE

3. OWNED AND NON-OWNED AUTOMOBILE LIABILITY:
$1,000,000 PER OCCURRENCE

4. EXCESS (UMBRELLA) LIABILITY:
$1,000,000 PER OCCURRENCE ALL INSURANCE POLICIES AND CERTIFICATES FOR WORK PERFORMED FOR PLKI SHALL SHOW THE OWNER AS AN ADDITIONAL NAMED INSURED PARTY. THEY MUST ALSO STATE THAT THE POLICY/COVERAGE AFFORDED UNDER THE POLICY SHALL NOT BE CANCELLED WITHOUT THIRTY (30) DAYS' PRIOR NOTICE TO THE OWNER AS EVIDENCED BY THE RETURN RECEIPT OF A REGISTERED LETTER AND BE IN FULL FORCE FOR 3 YEARS FOLLOWING COMPLETION EXPIRATION OR TERMINATION OF THIS CONTRACT.

B. ARTICLE 11.3 PROPERTY INSURANCE OF SAID "GENERAL CONDITIONS" IS HEREBY AMENDED AND MODIFIED AS FOLLOWS:
INSURANCE: FOR PROJECTS WHERE ARC ENTERPRISES IS THE OWNER, THE CONTRACTOR SHALL PROVIDE THE BUILDER'S RISK INSURANCE. THE INSURANCE SHALL BE IN AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE CONTRACT, LESS THE AMOUNT OF THE SITE WORK. INSURANCE WILL BE ON ALL RISK BASIS WITH A $5,000 DEDUCTIBLE. THE $5,000 DEDUCTIBLE WILL BE PAID BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TOTAL AMOUNT OF LOSSES OF ALL BUILDING MATERIAL, TOOLS AND EQUIPMENT IN HIS POSSESSION AND NOT PERMANENTLY AFFIXED TO THE BUILDING OR SITE.
BUILDERS' RISK INSURANCE CERTIFICATES WILL BE FURNISHED UPON REQUEST BY PLKI. ONE COPY WILL BE SENT DIRECTLY TO PLKI'S CONSTRUCTION COORDINATOR.
CLAIMS FOR DAMAGES MUST BE REPORTED TO PLKI'S INSURANCE DEPARTMENT, IMMEDIATELY BY TELEPHONE (404) 459-4450. TELEPHONE REPORTS MUST BE FOLLOWED UP WITHIN TWENTY FOUR (24) HOURS BY A WRITTEN REPORT. SEND THE FIRST COPY TO PLKI'S INSURANCE DEPARTMENT, 400 PERIMETER CENTER TERRACE, SUITE 1000, ATLANTA, GA 30342, AND SEND THE COPY TO PLKI'S CONSTRUCTION DEPARTMENT (SAME ADDRESS). THE CONTRACTOR SHALL RETAIN THE THIRD COPY FOR HIS FILES. BLANK FORMS ARE AVAILABLE FROM PLKI'S INSURANCE DEPT.

ARTICLE 7 - CHANGES IN THE WORK:
A. ARTICLE 7.2 CHANGE ORDERS OF SAID "GENERAL CONDITIONS" SUBPARAGRAPH 7.2.1 IS HEREBY EXTENDED AS FOLLOWS:

4. IN CONSIDERING PROPOSALS FOR CHANGES INVOLVING ADDED WORK, OMITTED WORK, OR ANY COMBINATION OF THE TWO, CHECKING OF ESTIMATES WILL BE MADE BY THE OWNER, UTILIZING UNIT PRICES WHERE SPECIFIED OR AGREED UPON, WITH THE VIEW OF ARRIVING AT EQUITABLE ADJUSTMENTS".

5. WITH EACH PROPOSAL FOR A CHANGE INVOLVING INCREASE OR DECREASE IN THE AMOUNT OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT SEPARATELY AN ITEMIZED BREAKDOWN THAT WILL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

(A) MATERIAL QUANTITIES AND UNIT PRICES (SEPARATED INTO TRADES). PROVIDE BIGNA FIDE MANUFACTURER'S OR SUPPLIERS' PROPOSALS FOR MANUFACTURED OR PRE ASSEMBLED ITEMS.
(B) LABOR COST
(C) CONSTRUCTION EQUIPMENT
(D) WORKMEN'S COMPENSATION AND PUBLIC LIABILITY
(E) OVERHEAD
(F) PROFIT
(G) SOCIAL SECURITY TAX

SUPPLEMENTARY CONDITIONS

1. PAYMENT TO CONTRACTOR:

A. MONTHLY CONTRACT PAYMENT
MONTHLY PROGRESS PAYMENTS SHALL BE MADE BY THE OWNER FOR 92% OF THE WORK COMPLETED AND MATERIALS STORED AS OF THE LAST DAY OF EACH MONTH. PAYMENTS MAY BE MADE BY THE OWNER ON THE PROGRESS BASIS, REIMBURSEMENT BASIS, OR CASH ADVANCE BASIS AT THE ELECTION OF THE OWNER. CONTRACTOR IS TO FORWARD AUTHORIZED CHANGE ORDER DIRECTIVES, AIA DOCUMENT G701, WITH ABOVE BREAKDOWN TO THAT POINT, WITH APPLICATION FOR PAYMENT. CONTRACTOR IS TO ADVISE OWNER OR OWNER AGENT OF ANY CHANGE OR SUBCONTRACTOR BELIEVES IS AN ADDITIONAL COST OF CONTRACT AMOUNT PRIOR TO DOING WORK.

B. JOINT PAYEE BASIS
CONTRACTORS WILL MAKE APPLICATION TO PLKI ON OR BEFORE THE TENTH OF EACH MONTH FOR A CHECK PAYABLE JOINTLY TO THE SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS AND THE CONTRACTOR. THE REQUEST WILL BE SUPPORTED BY THE ORIGINALS OF THE FOLLOWING DOCUMENTATION (EXPLANATION OF THESE FORMS ARE GIVEN UNDER STANDARD FORMS):

(A) AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE OF PAYMENT
(B) AIA DOCUMENT G703 - CONTINUATION SHEET.
(C) CONTRACTOR'S AFFIDAVIT OF DISCLOSURE OF DEBTS AND CLAIMS.
THIS FORM WILL BE PROVIDED BY POPEYES LOUISIANA KITCHEN, INC.
(D) INVOICES AND/OR TIME SHEETS WILL ACCOMPANY THE CERTIFICATE OF PAYMENT IN SUPPORT OF WORK AND MATERIALS PROVIDED DURING THE PERIOD OF THE APPLICATION FOR THE CONTRACTOR AND FOR EACH SUBCONTRACTOR AND MATERIAL SUPPLIER REFLECTED ON THE APPLICATION.
CONTRACTOR'S PARTIAL WAIVER OF LIENS FOR ALL WORK AND MATERIALS COMPLETED THROUGH THE BILLING DATE FOR THE CONTRACTOR AND FOR EACH SUBCONTRACTOR AND MATERIAL SUPPLIER REFLECTED ON THE APPLICATION WILL BE EXECUTED BY THE JOINT PAYEE CHECK ENDORSEMENT AS FOLLOWS:

ALL PAYEES MUST SIGN THIS DISCHARGE
"ALL CLAIMS, INTEREST, AND DEMANDS OF THE UNDERSIGNED FOR LABOR DONE OR MATERIAL FURNISHED, AND FOR LIENS, JUDGMENTS, MORTGAGES, OR ANY ACCOUNT WHATSOEVER AGAINST THE PROPERTY (TO BE) OCCUPIED AS A POPEYE'S RESTAURANT AT: (ADDRESS HERE)
OR

BIDDING REQUIREMENTS (CONT.)

"THE OWNER THEREOF, ARE PAID AND SATISFIED, RELEASED, AND DISCHARGED TO THE EXTENT OF THE AMOUNT OF THIS CHECK. THE ENDORSEMENT OF THIS CHECK IS FULL EXECUTION OF THE FOREGOING RELEASE AND SHALL BEAR MY SIGNATURE THEREON."
EXCEPT FOR ANNOTATING THE ADDRESS OF THE CONSTRUCTION SITE, THE ENDORSEMENT MUST NOT BE ALTERED OR QUALIFIED IN ANY WAY.

(2) REIMBURSEMENT BASIS
CONTRACTORS WILL PAY ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS AND THEN PRESENTATION TO POPEYES LOUISIANA KITCHEN, INC. OR OWNER/FRANCHISEE FOR THE TENTH OF EACH MONTH FOR REIMBURSEMENT. THEIR REQUEST WILL BE SUPPORTED BY THE ORIGINALS OF THE FOLLOWING DOCUMENTS (EXPLANATIONS OF THESE FORMS ARE GIVEN UNDER STANDARD FORMS):

(A) AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT
(B) AIA DOCUMENT G703 - CONTINUATION SHEET.
(C) AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.
(D) AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS.
(E) PARTIAL WAIVER OF LIEN FORM.

B. FINAL PAYMENT
CONTRACTORS WILL MAKE APPLICATION TO POPEYES LOUISIANA KITCHEN, INC. OR OWNER/FRANCHISEE FOR THE FINAL PAYMENT. THE REQUEST WILL BE SUPPORTED BY THE ORIGINALS OF THE FOLLOWING DOCUMENTATION (EXPLANATIONS OF THESE FORMS ARE GIVEN UNDER STANDARD FORMS):
(1) AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT
(2) AIA DOCUMENT G703 - CONTINUATION SHEET.
(3) AIA DOCUMENT G706, AIA DOCUMENT G706A AND FINAL WAIVER OF LIENS (WHICH IS COMPLETED, NOTARIZED AND ACKNOWLEDGED.
(4) AIA DOCUMENT G805 - LIST OF SUBCONTRACTORS
WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE FILING FOR FINAL PAYMENT, THE OWNER SHALL PAY TO THE CONTRACTOR THE AMOUNT THEREIN STATED, LESS ALL DEDUCTIONS AUTHORIZED BY THE TERMS OF THIS CONTRACT AND PRIOR PAYMENTS AND ADVANCES UNAUTHORIZED PAYMENT FOR THE CONTRACTOR.
ALL PRIOR ESTIMATES AND PAYMENTS INCLUDING THOSE RELATING TO EXTRA WORK SHALL BE SUBJECT TO CORRECTION AT THE TIME OF THE FINAL ESTIMATE AND PAYMENT. THE FINAL PAYMENT SHALL BE SUBJECT TO INSPECTION AND ACCEPTANCE BY THE OWNER OR DULY AUTHORIZED REPRESENTATIVE OF THE OWNER, AND BY THE REPRESENTATIVES OF ALL AGENCIES HAVING DIRECT INTEREST IN THE PROJECT. QUESTIONS REGARDING APPLICATIONS CAN BE RESOLVED BY CONTACTING POPEYE'S CONSTRUCTION MANAGER.

2. CERTIFICATE OF SUBSTANTIAL COMPLETION:
THE DATE OF THIS CERTIFICATE SHALL SERVE AS THE TIME FOR COMPUTING THE GUARANTEE PERIOD OF THE BUILDING UNLESS OTHERWISE AGREED UPON.

3. OWNER'S USE AND OCCUPANCY OF BUILDING BEFORE ACCEPTANCE OF CONTRACT:
THE OWNER'S USE AND OCCUPANCY OF THE BUILDING DESCRIBED IN THE DRAWINGS, MAY TAKE POSSESSION OF AND USE SAME AS HE SO DESIRES UPON SUBSTANTIAL COMPLETION OF THE CONTRACT, ALSO FURTHER UPON RELIEVING THE CONTRACTOR OF ANY DAMAGE DONE TO THE BUILDING SOLELY DUE TO SUCH OCCUPANCY BY SAID OWNER BUT UNDER NO CIRCUMSTANCES SHALL SUCH OCCUPANCY BE AN ACCEPTANCE OF THE WORK FOR THE COMPLETION OF THE CONTRACT OR AN ACCEPTANCE OF THE LABOR DONE AND MATERIALS USED OR INSTALLED.

4. MANUFACTURED ITEMS IN THE SPECIFICATIONS:
WHERE ITEMS ARE LISTED IN THE SPECIFICATIONS AND/OR "OR EQUAL" IS MENTIONED, THE MATERIALS LISTED SHALL BE USED. THESE ITEMS SHALL BE INCLUDED IN THE BID SUBMITTED ON THE BID FORM. NO DEVIATION FROM THE MATERIALS LISTED SHALL BE MADE BY THE CONTRACTORS SUBMITTING BIDS. AFTER AWARD OF THE CONTRACT, THE CONTRACTOR MAY SUBMIT A SUBSTITUTE MATERIAL FOR THE ITEMS SPECIFIED AS AN "EQUAL" TO THE MATERIAL. SUCH REQUEST SHALL BE SUPPORTED BY TECHNICAL DATA PROVING THAT THE MATERIALS OR SERVICE IS EQUAL TO THE ITEMS SPECIFIED AND STATING THE AMOUNT OF DECREASE OR INCREASE IN THE CONTRACT. IF SUCH SUBSTITUTE IS ACCEPTED, SUM WILL BE MADE, STATE "NO CHANGE". THE CONSULTANT'S ARCHITECTURE AND ENGINEERING DEPARTMENT WILL DETERMINE IF THE MATERIAL IS ACCEPTABLE AS A SUBSTITUTE FOR THE SPECIFIED ITEM AND MAKE NOTIFICATION IN WRITING TO THE CONTRACTOR. THIS RULING BEING FINAL. CHANGES TO THE CONTRACT SUM WILL BE HANDLED BY CHANGE ORDER AUTHORIZATION OR CHANGE ORDER FORM.

5. SALES TAX:

A. THIS PROJECT IS SUBJECT TO STATE AND LOCAL SALES TAX. INCLUDE SALES TAX ON ALL MATERIALS USED IN THE PROJECT.
B. WITH EACH REQUEST FOR PAYMENT, PROVIDE A CERTIFIED STATEMENT OF THE AMOUNT PAID FOR SALES TAX IN THE REQUEST SUM.

6. NONDISCRIMINATION CLAUSE:
THE CONTRACTOR, HIS AGENT, OR HIS EMPLOYEES SHALL NOT DISCRIMINATE IN ANY MANNER ON THE BASIS OF RACE, COLOR, CREED, SEX, OR NATIONAL ORIGIN WITH REFERENCE TO THE SUBJECT MATTER OF THIS CONTRACT, NO MATTER HOW REMOTE.

BIDDING REQUIREMENTS (CONT.)

DIVISION 1: GENERAL REQUIREMENTS

SECTION 1A: GENERAL

1. SCOPE OF THE WORK:
WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE ALL DEMOLITION, SITE WORK, BUILDING CONSTRUCTION, AND IMPROVEMENTS TO THE PROPERTY DESIGNATED IN THE CONSTRUCTION DOCUMENTS. THE INTENT OF THE CONSTRUCTION CONTRACT IS TO PROVIDE A POPEYES RESTAURANT COMPLETE IN ALL RESPECTS WITH ALL WORK PERFORMED IN A QUALITY AND WORKMANLIKE MANNER WITH THE BUILDING READY FOR OCCUPANCY WHEN CONSTRUCTION IS COMPLETE.

2. PROTOTYPE PLANS:
THE PLANS ARE DRAWN AS A PROTOTYPE TO BE BUILT IN MANY LOCATIONS. THE PROTOTYPE PLANS WILL BE MODIFIED BY ARCHITECT/ENGINEER TO MEET ALL NATIONAL, LOCAL CODES, AND SITE DESIGN CRITERIA. THE LOCATION, SIZE, AND EXTENT OF SITE WORK AND SITE DETAILS ARE TO BE DETERMINED BY A FINAL SITE PLAN AND/OR GRADING PLAN AND/OR LANDSCAPING PLAN AND GEOTECHNICAL AND/OR ENVIRONMENTAL REPORTS TO BE PROVIDED BY THE OWNER.

3. DEFINITIONS:
"THE OWNER" AS USED HEREIN SHALL BE TAKEN TO MEAN POPEYES LOUISIANA KITCHEN, ATLANTA, GEORGIA 30342, IN CASE OF COMPANY OWNED CONSTRUCTION.
IN THE CASE OF CONSTRUCTION BY A LICENSEE OF POPEYES, "THE OWNER" SHALL BE TAKEN TO MEAN THE INDIVIDUAL LICENSEE HAVING CONTRACTED FOR THE CONSTRUCTION PROJECT. IN THE CASE OF A "BUILD-TO-SUIT" LEASE CONTRACT, "THE OWNER" SHALL BE TAKEN TO MEAN THE ACTUAL PROPERTY OWNER OR LANDLORD.

4. START OF WORK:
WORK SHALL BE STARTED UPON WRITTEN ORDER OF THE OWNER, AND THE CONTRACTOR SHALL PROCEED WITH SAME TO COMPLETION AS STIPULATED IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE CONTRACT DOCUMENTS.

5. COOPERATION:
THE PRIME CONTRACTOR AND ALL SUBCONTRACTORS SHALL COORDINATE ALL WORK ONE WITH THE OTHER, SO AS TO FACILITATE THE GENERAL PROGRESS OF THE WORK. EACH TRADE SHALL AFFORD ALL OTHER TRADES EVERY REASONABLE OPPORTUNITY FOR THE INSTALLATION OF THEIR WORK.

6. ENGINEERING AND LAYOUT:
AS THE WORK PROGRESSES, THE GENERAL CONTRACTOR SHALL COOPERATE WITH ALL SUBCONTRACTORS IN CHECKING THE LOCATION OF ALL PARTITIONS, SO THAT ABSOLUTE ASSURANCE WILL BE OBTAINED THAT ALL ROUGHING IN OF CONCEALED WORK WILL BE CONFINED WITHIN PARTITIONS, OR SPACES AS INDICATED.

7. STANDARDS:
ANY MATERIAL SPECIFIED BY REFERENCE TO THE NUMBER, SYMBOL, OR TITLE OF A SPECIFIED STANDARD SUCH AS A COMMERCIAL STANDARD, A FEDERAL SPECIFICATION, A TRADE ASSOCIATION STANDARD, OR OTHER SIMILAR STANDARD, SHALL COMPLY WITH THE REQUIREMENTS IN THE LATEST REVISION THEREOF AND ANY AMENDMENTS THERETO.

8. MANUFACTURER'S DIRECTIONS:
ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED, CONDITIONED AS DIRECTED BY THE MANUFACTURER UNLESS HEREIN SPECIFIED TO THE CONTRARY.

9. CLEANING & TOUCH-UP:
A. FOREIGN MATTER ON ANY EXPOSED SURFACE WHICH WOULD AFFECT QUALITY OF FINISH PAINTING SHALL BE REMOVED BY THE CRAFT RESPONSIBLE FOR ITS PRESENCE.

B. RESTORATION OF SHOP-PRIMING & DAMAGE OCCURRING BEFORE, DURING, OR AFTER ERECTION SHALL BE INCLUDED IN THIS DIVISION UNDER WHICH THE ITEM IS TO BE FURNISHED AND INSTALLED.

10. SIGNS:
NO SIGNS OR ADVERTISING SHALL BE ALLOWED TO BE DISPLAYED WITHOUT THE APPROVAL OF THE OWNER.

11. TEMPORARY UTILITIES:
THE GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY WATER AND MINIMUM OF 200/240 SINGLE PHASE ELECTRICAL SERVICE FOR THE JOB SITE AND PAY FOR SAME. THE SUBCONTRACTORS ON THE JOB SHALL ARRANGE WITH THE GENERAL CONTRACTOR FOR THE USE OF THESE FACILITIES. THE GENERAL CONTRACTOR SHALL PROVIDE ANY HEAT OR TEMPORARY CLOSING-IN OF THE BUILDING WHICH MAY BE REQUIRED.

12. TEMPORARY TOILET FACILITIES:
THE GENERAL CONTRACTOR SHALL ERECT AND MAINTAIN IN A SAFE AND SANITARY CONDITION, A TOILET FACILITY FOR ALL WORKMEN ON THE JOB. THE TYPE OF FACILITY SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE LOCAL HEALTH DEPARTMENT.

13. WORK BY OTHERS:
THE CONTRACT DOCUMENTS CALL FOR CERTAIN ITEMS TO BE SUPPLIED BY THE OWNER OR OTHERS AND INSTALLED BY THE GENERAL CONTRACTOR. OTHER ITEMS ARE TO BE FURNISHED AND INSTALLED BY THE OWNER OR OTHERS. THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES AND COOPERATE IN THE PREPARATION OF SURFACES, DIMENSIONS, AND UTILITIES FOR WORK TO BE PERFORMED BY THE OWNER OR OTHERS.
SUBCONTRACTORS INSTALLING MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES FOR FOOD SERVICE EQUIPMENT TO BE INSTALLED BY THE OWNER OR BY OTHERS ARE CAUTIONED THAT THE ROUGH-IN DIMENSIONS SHOWN ON THE PLANS ARE EXTREMELY CRITICAL. ERROR IN LOCAT