INDEX

DIVISION 1 GENERAL CONDITIONS

000000 INSTRUCTIONS TO BIDDERS
010000 SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 3 CONCRETE

030000 CAST IN PLACE CONCRETE - REFER TO STRUCTURAL DRAWINGS

DIVISION 4 MASONRY

047200 CAST STONE MASONRY
048100 UNIT MASONRY ASSEMBLIES

DIVISION 5 METALS

051200 STRUCTURAL STEEL FRAMING - REFER TO STRUCTURAL DRAWINGS
054000 COLD FORMED METAL FRAMING - REFER TO STRUCTURAL DRAWINGS
055000 METAL FABRICATIONS

DIVISION 6 WOODS AND PLASTICS

061000 ROUGH CARPENTRY
061753 SHOP-FABRICATED WOOD TRUSSES - REFER TO STRUCTURAL DRAWINGS
064023 INTERIOR ARCHITECTURAL WOODWORK
066400 PLASTIC PANELING

DIVISION 7 THERMAL AND MOISTURE PROTECTION

072100 THERMAL INSULATION
072419 WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)
075213 ATACTIC-POLYPROPYLENE (APP) MODIFIED BITUMINOUS MEMBRANE
075400 THERMOPLASTIC MEMBRANE ROOFING
076100 SHEET METAL ROOFING
076200 SHEET METAL FLASHING AND TRIM
077200 ROOF ACCESSORIES
079200 JOINT SEALANTS

DIVISION 8 DOORS AND WINDOWS

081113 HOLLOW METAL DOORS AND FRAMES
081416 FLUSH WOOD DOORS
083113 ACCESS DOORS AND FRAMES
084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100 DOOR HARDWARE

DIVISION 9 FINISHES

092900 GYPSUM BOARD
093000 TILING
095113 ACOUSTICAL PANEL CEILINGS
096816 SHEET CARPETING
097200 WALL COVERINGS
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING

DIVISION 10 SPECIALTIES

102113 TOILET COMPARTMENTS
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
104416 FIRE EXTINGUISHERS

DIVISION 11 EQUIPMENT

114000 FOODSERVICE EQUIPMENT

DIVISION 12 FURNISHINGS

124813 ENTRANCE FLOOR MATS AND FRAMES

SECTION 000000 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

A. BID THE PROJECT EXACTLY AS DRAWN AND SPECIFIED. COMPLETE ALL PROPOSALS AND INCLUDE ALL WORK AS SHOWN AND/OR SPECIFIED AND ASREQUIRED BY ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS HELD TO HAVE FULLY EXAMINED ALL DRAWINGS AND SPECIFICATIONS, NOT ONLY OF HIS/HER PARTICULAR CONCERN BUT OF ALLIED TRADES AS WELL, AND TO BE FULLY FAMILIAR WITH CONDITIONS UNDER WHICH HE/SHE WILL ASSUME HIS/HER WORK. PARTICULAR ATTENTION IS DRAWN TO THE GENERAL CONDITIONS AND THE SUPPLEMENTARY GENERAL CONDITIONS OF THE SPECIFICATIONS. THE CONTRACT IN THE FORM OF A SINGLE, LUMP SUM OF TYPE OF AGREEMENT, 1997 EDITION OF THE "AIA A201 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR".

PROPOSALS:

A. SEALED BID PROPOSALS WILL BE RECEIVED BY OWNER AT SUCH TIME AND PLACEDESIGNATED. SUBMIT PROPOSALS IN ACCORDANCE WITH OWNER'S "INVITATION TO BID". SIGN PROPOSALS BY LEGAL AUTHORIZED PARTIES OF COMPANIES ONLY AND STATE TITLES OF SAME. OWNER RETAINS THE RIGHT TO REJECT ANY AND/OR ALL PROPOSALS.

ACCEPTANCE OR WITHDRAWAL OF PROPOSALS:

A. ANY CONTRACTOR WHO HAS SUBMITTED A PROPOSAL TO THE OWNER MAY WITHDRAW THIS PROPOSAL AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF SAME; HOWEVER, ONCE PROPOSALS ARE OPENED THE CONTRACTOR AGREES TO HONOR SAME FOR A MINIMUM OF THIRTY (30) DAYS AFTER SCHEDULED DATE OF OPENING.

DISCREPANCIES:

A. SHOULD A BIDDER FIND DISCREPANCIES OR AMBIGUITIES IN, OR OMISSIONS FROM, THE DRAWINGS AND/OR THE SPECIFICATIONS, OR BE IN DOUBT AS TO THEIR MEANING OR INTENT, NOTIFY THE CONSTRUCTION MANAGER FOR THE OWNER IN TIME TO ALLOW FOR ISSUANCE OF CLARIFICATION, BY MEANS OF ADDENDA, FOR DELIVERY IN SUFFICIENT TIME BEFORE PROPOSALS ARE DUE.

QUALIFICATION OF CONTRACTORS:

A. THE OWNER RESERVES THE RIGHT TO REQUIRE ANY CONTRACTOR SUBMITTING A PROPOSAL TO FURNISH ANY OR ALL OF THE FOLLOWING INFORMATION PRIOR TO AWARD OF THE CONTRACT.
   1. PERFORMANCE RECORD OF PROJECT COMPLETED OVER THE PREVIOUS TWO (2) YEARS.
   2. ADDRESS AND DESCRIPTION OF PLANT OR PERMANENT PLACE OF BUSINESS.
   3. ADDITIONAL INFORMATION AS REQUIRED TO SATISFY THE OWNER THAT THE CONTRACTOR IS ADEQUATELY PREPARED TO FULFILL ALL REQUIREMENTS OF THE CONTRACT, SUCH AS CONTAINED IN THE 1986 EDITION OF AIA DOCUMENT A305 - CONTRACTOR'S QUALIFICATION STATEMENT.

BIDDING DOCUMENTS:

A. THE BIDDING DOCUMENTS WILL INCLUDE, BUT NOT NECESSARILY LIMITED, TO THE FOLLOWING ITEMS:
   1. OWNER'S BID FORM.
   2. OWNER'S INVITATION TO BID NOTES.
   3. BUILDING AND CIVIL DRAWINGS AND SPECIFICATIONS.

B. ALL BIDDERS SHALL BE AWARE OF AN FAMILIAR WITH THE A.I.A. "INSTRUCTION TO BIDDERS" AS CONTAINED IN THE 1997 EDITION OF A.I.A. DOCUMENT #A701. COPIES OF THIS DOCUMENT CAN BE OBTAINED FROM THE OWNER, OR THEIR DESIGNATED REPRESENTATIVE.

C. INFORMATION AVAILABLE TO BIDDERS:
   1. GEOTECHNICAL REPORT
   2. TOPOGRAPHIC AND BOUNDARY SURVEY

DISTRIBUTION OF DOCUMENTS:

A. CONTRACTORS DESIRING TO BID THE WORK MAY OBTAIN OWNER DRAWINGS, SPECIFICATION AND SUPPLEMENTAL BIDDERS PACKAGE FROM OWNER'S CONSTRUCTION MANAGER. DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF OWNER AND ARE TO BE RETURNED COMPLETE AND IN GOOD CONDITION. USE BY UNAUTHORIZED PERSONS FOR ANY PURPOSE WHATSOEVER IS STRICTLY PROHIBITED AND IS PUNISHABLE UNDER FEDERAL COPYRIGHT LAWS.

CONDITIONS:

A. SUBMITTAL OF A PROPOSAL BY ANY CONTRACTOR CONSTITUTES FULL ACCEPTANCE BY THAT CONTRACTOR OF ALL CONDITIONS AS HEREIN STATED.

BUILDING PACKAGE:

A. CONTRACTOR WILL RECEIVE A NUMBER OF MISCELLANEOUS ITEMS AND INSTALL SOME AS PART OF THE GENERAL CONTRACT. THESE ITEMS ARE FOUND THROUGH THE DRAWING LABELED "OWNER". BE PREPARED TO ACCEPT DELIVERY OF THESE MISCELLANEOUS ITEMS AT THE TIME OF GROUNDBREAKING AND FURNISH ALL LABOR AND MATERIALS REQUIRED FOR THE UNLOADING, RECEIVING, SAFE GUARDING AND INSTALLATION OF THESE ITEMS.

B. OWNER FURNISHED ITEMS. G.C. IS TO CONFIRM WITH OWNER IF THE FOLLOWING ITMES ARE SUPLLIED AND/OR INSTALLED BY OWNER.
   1. THE OWNER SHALL FURNISH VARIOUS ITEMS OF EQUIPMENT AND/OR MATERIALS FOR INSTALLATION BY THE CONTRACTOR. THE ITEMS SHALL INCLUDE, BUT NOT NECESSARILY LIMITED TO THE FOLLOWING ITEMS:
      - EXTERIOR MENU BOARD SYSTEM-CANOPY, SENSOR LOOP, BOARDS, AND SPEAKER PEDESTAL
      - INTERIOR MENU BOARD SYSTEM
      - DRINK TOWERS-FINAL CONNECTION BY VENDOR, PLUMBING AND ELECTRICAL BY G.C.
      - KITCHEN EQUIPMENT
      - KITCHEN EXHAUST HOODS, FANS, AND CURBS
      - EXHAUST HOOD FIRE SUPPRESSION SYSTEM
      - ROOFTOP HVAC UNITS
      - DINING ROOM DÉCOR PACKAGE
      - DRIVE-UP AWNING
      - FIRE EXTINGUISHERS
   2. THE OWNER SHALL FURNISH AND INSTALL VARIOUS ITEMS OF EQUIPMENT AND/OR MATERIALS. SUCH ITEMS SHALL INCLUDE, BUT NOT NECESSARILY LIMITED TO THE FOLLOWING ITEMS:
      - STOREFRONT GLASS & GLAZING
      - AWNINGS (EXCEPT DRIVE UP AWNING TO BE INSTALLED BY THE CONTRACTOR)
      - BUILDING AND SITE SIGNAGE
      - SECURITY SYSTEMS
      - POS SYSTEM
      - MUSIC SYSTEM

ALTERNATES:

A. SPECIFIC MANUFACTURERS FOR VARIOUS CONTRACTOR FURNISHED ITEMS ARE NOTED ON THE DRAWINGS. LIST OF APPROVED ALTERNATE MANUFACTURE'S PRODUCTS ARE FURNISHED, NOTE THIS INFORMATION ON THE PROPOSAL. ADDITIONALLY, PROVIDE PROPOSED SUBSTITUTIONS OF NON-APPROVED MANUFACTURERS IN COMPLIANCE WITH THE RESPECTIVE SECTION OF THE GENERAL CONDITIONS.
B. IF ACCOMPANYING BID NOTES ARE PROVIDED BY OWNER, THOSE NOTES ARE TO SUPERSEDE ANY CONFLICTING INFORMATION IN THIS SECTION.

NOTICE TO PROCEED AND PRE-CONSTRUCTION MEETING:

A. NO WORK WILL BE STARTED WITHOUT A PRE-CONSTRUCTION MEETING ATTENDED BY THE CONTRACTOR OR HIS/HER REPRESENTATIVE, AND THE RECEIPT BY THE CONTRACTOR OF A FORMAL "NOTICE TO PROCEED" FROM OWNER, AND A DULY EXECUTED 1997 EDITION AIA DOCUMENT A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR - STIPULATED SUM.

RECORD DRAWINGS:

A. PRIOR TO RELEASE OF THE FINAL RETENTION, FURNISH OWNER A COMPLETE SET OF DRAWINGS REDLINED WITH ALL DEVIATIONS MADE DURING CONSTRUCTION PLUS THE PERMIT SET OF DRAWINGS AND SPECIFICATIONS MAINTAINED AT THE SITE.

SECTION 010000 - SUPPLEMENTARY CONDITIONS

DEFINITIONS:

A. OWNER: THE OWNER IS DEFINED AS ARBY'S CORPORATE OR THE ARBY'S FRANCHISEE THROUGH WHICH THE "INVITATION TO BID" WAS ISSUED. THE OWNER'S REPRESENTATIVE FOR ADMINISTRATING THE CONTRACT IS THE OWNER'S DESIGNATED "CONSTRUCTION MANAGER".

B. OWNER'S TECHNICAL CONSULTANT: THE OWNER'S TECHNICAL CONSULTANT IS REFERRED TO "CONSULTANT" FOR PURPOSES OF THIS PROJECT. HE/SHE MAY BE AN ARCHITECT AND/OR ENGINEER, OR OTHER TECHNICAL REPRESENTATIVE, RESPONSIBLE FOR ASSISTING THE OWNER'S REPRESENTATIVE, IN ADMINISTRATING THE CONTRACT.

C. CONTRACTOR: THE PERSON(S), COMPANY(IES) OR CORPORATION(S) WITH WHOM THE OWNER MAKES THE CONTRACT FOR THE WORK OR ANY PORTION THEREOF, OR FOR ANY MATERIALS OR RELATED SERVICES REQUIRED THERETO.

D. SUBCONTRACTOR: ANY PERSON(S), COMPANY(IES) OR CORPORATION(S) WITH WHOM A CONTRACTOR MAKES A CONTRACT TO FURNISH LABOR AND/OR SERVICE AND/OR MATERIAL IN CONNECTION WITH THE PROJECT. WITHIN THE DRAWING AND SPECIFICATIONS, THE TERM "CONTRACTOR" IS INTERPRETED TO MEAN SUBCONTRACTOR WHERE APPLICABLE UNLESS FURTHER DEFINED.

E. PROJECT: THE PROJECT IS DEFINED AS THE COMPLETE LABOR, MATERIALS AND SERVICES HIRED FOR CONSTRUCTION OF AN OWNER'S RESTAURANT AND ALL RELATED WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS. INTENT OF PROJECT IS TO PROVIDE A COMPLETE FACILITY IN A COMPLETE AND USEABLE FACILITY SUITABLE FOR ITS INTENTED PURPOSE.

F. SITE: THE PROPERTY ON WHICH THE PROJECT IS LOCATED.

G. CONTRACT DOCUMENTS: THE CONTRACT DOCUMENTS CONSIST OF (1) THE BUILDING CONSTRUCTION CONTRACT (2) THE DRAWINGS (3) THE SPECIFICATIONS (4) SOILS REPORT. INCLUDE THE DATES AND REVISION DATES OF ALL DRAWINGS AND SPECIFICATIONS ON THE PROPOSAL FORM.

GENERAL CONDITIONS:

A. THE STANDARD FORM OF GENERAL CONDITIONS PUBLISHED BY THE AIA FORM A201, 1997 EDITION, IS BINDING AND THE GENERAL CONDITIONS INCLUDED HEREIN ARE SUPPLEMENTARY THERETO. IN THE EVENT OF CONFLICT, THE SUPPLEMENTARY GENERAL CONDITIONS GOVERN OVER GENERAL CONDITIONS.

B. USE AIA CONSTRUCTION CONTRACT, CONTRACTOR'S DRAW SCHEDULE, CONTRACT CHANGE ORDER AND FINAL WAIVER OF LIEN. COPIES OF THE ABOVE FORMS ARE ON FILE AT THE OWNER'S OFFICE.

C. IT IS ACCEPTED AS A FACT THAT ALL CONTRACTORS HAVE INSPECTED THE SITE PRIOR TO SUBMITTING THEIR BID AND NO ADDITIONAL COMPENSATION IS ALLOWED FOR FAILURE TO FULFILL THIS REQUIREMENT. IT IS TO BE CONSTRUED; HOWEVER, THAT THE CONTRACTORS HAVE INCLUDED IN THEIR BIDS AMOUNTS TO COVER UNFORESEEN CONDITIONS OR OBSTACLES OTHER THAN THOSE INDICATED ON THE DRAWINGS OR VISUALLY APPARENT AT THE SITE. SHOULD UNFORESEEN CONDITIONS ARISE, NOTIFY THE OWNER IMMEDIATELY.

D. THE FOLLOWING SPECIFICATIONS ARE DIVIDED INTO CHAPTERS AND EACH CONTRACTOR IS TO FIGURE ON THAT PORTION WITH WHICH HE IS CONCERNED. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO READ AND FAMILIARIZE HIMSELF WITH THE GENERAL CONDITIONS WHICH ARE CONSIDERED EQUALLY BINDING WITH THE REMAINING SPECIFICATIONS.

E. SETTLE ANY CONTROVERSY OR CLAIM ARISING DUE TO A LABOR CONFLICT CAUSED BY THE WORDING OR ASSIGNMENT OF THESE SPECIFICATIONS IN ACCORDANCE WITH LOCAL GOVERNING LABOR PRACTICE.

F. LIST ALTERNATES, WHETHER SPECIFIED BY THE OWNER OR SUGGESTED BY THE CONTRACTOR, SEPARATELY ON THE PROPOSAL. INDICATE THE COST OF MATERIALS AND LABOR REQUIRED TO COMPLETE THE ALTERNATE AND THE CREDIT DUE THE OWNER FOR ANY MATERIALS AND/OR LABOR NOT REQUIRED DUE TO THE ALTERNATE INSTALLATION.

G. THE OWNER'S CONSTRUCTION MANAGER OR DESIGNATED REPRESENTATIVE IS THE OWNER'S AND THE ARCHITECT'S OR ENGINEER'S SOLE REPRESENTATIVE DURING THE ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

DRAWINGS AND SPECIFICATIONS:

A. EXECUTE ALL WORK ACCORDING TO THE TRUE MEANING AND INTENT OF THE DRAWINGS AND SPECIFICATIONS WHICH ARE INTENDED TO INCLUDE EVERYTHING REQUIRED AND NECESSARY FOR THE PROPER AND ENTIRE FINISHING OF THE WORK, NOTWITHSTANDING, THAT EACH AND EVERY ITEM NECESSARILY INVOLVED IN THE WORK IS NOT SPECIFICALLY MENTIONED. DELIVER THE COMPLETED WORK TO THE OWNER IN A PERFECT AND UNDAMAGED CONDITION WITHOUT EXCEPTION.

B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COOPERATIVE. FURNISH AND PERFORM THE WORK OR MATERIALS CALLED FOR BY THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS OR VICE-VERSA IN AS FAITHFUL A MANNER AS THOUGH TREATED BY BOTH. THE SPECIFICATIONS ARE INTENDED TO REPRESENT MINIMUM DESIGN AND ARE SUPERSEDED BY THE DRAWINGS.

C. BEFORE SUBMITTING A BID PROPOSAL CAREFULLY REVIEW THE DRAWINGS AND SPECIFICATIONS AND SHOULD A CONFLICT, UNCERTAINTY OR DISCREPANCY BE FOUND, REPORT SAME TO THE OWNER IMMEDIATELY, WHO WILL MAKE A RULING ON EACH REPORT AND WILL NOTIFY ALL CONCERNED BIDDERS AS TO HIS DECISIONS. SHOULD SUCH CONFLICT, UNCERTAINTY OR DISCREPANCY, BE DISCOVERED AFTER SIGNING OF THE CONTRACT, CALL IT TO THE ATTENTION OF THE OWNER AND HIS DECISION IN REGARD THERETO IS FINAL.

PRECEDENCE OF DRAWINGS:

A. THE ORDER OF PRECEDENCE OF DRAWINGS IS AS FOLLOWS:
   1. ANY ADDENDA OVER ALL MATERIAL OF AN EARLIER DATE.
   2. EQUIPMENT DRAWINGS, AS MAY BE PROVIDED BY THE OWNER, OVER ARCHITECTURAL AND MECHANICAL DRAWINGS OF EARLIER DATES.
   3. OWNER'S DRAWINGS OVER OWNER SPECIFICATIONS.
   4. ARCHITECTURAL DRAWINGS OVER MECHANICAL AND ELECTRICAL DRAWINGS.
   5. LARGER SCALE DRAWINGS OVER SMALLER SCALE DRAWINGS.
   6. FIGURED DIMENSIONS OVER SCALE DIMENSIONS.
   7. SUPPLEMENTARY GENERAL CONDITIONS OVER AIA GENERAL CONDITIONS.

SALES TAX:

A. INCLUDE IN THE PROPOSAL, THE PAYMENT OF ALL STATE AND LOCAL SALES AND OCCUPATIONAL TAXES AS MAY BE LEVIED BY THE GOVERNMENTAL AGENCIES REGARDING THE WORK.

SUBSTITUTION:

A. ANY SUBSTITUTION MUST BE APPROVED IN ADVANCE OF CONSTRUCTION BY THE OWNER AFTER RECEIPT AND STUDY OF COMPLETE INFORMATION REGARDING SAME, INCLUDING ANY CREDITS OR ADDITIONAL COSTS.

MATERIALS AND WORKMANSHIP:

A. UNLESS OTHERWISE PARTICULARLY STATED, FURNISH AND INSTALL ALL MATERIALS AND LABOR MENTIONED IN THESE SPECIFICATIONS AND/OR SHOWN ON THE DRAWINGS. EXECUTE ALL WORK IN A NEAT AND SKILLFUL MANNER TO THE ENTIRE SATISFACTION OF THE OWNER.

SUB-CONTRACTS:

A. AS REQUIRED BY THE OWNER, HAVE THE NAMES OF ALL PROPOSED SUBCONTRACTORS APPROVED BY THE OWNER PRIOR TO AWARD OF THE CONTRACT. THE SUB-CONTRACTOR IS BOUND BY THE SPECIFICATIONS. NO CONTRACTOR OR SUB-CONTRACTOR MAY SUBLET OR ASSIGN HIS CONTRACT OR ANY PART THEREOF WITHOUT THE WRITTEN APPROVAL OF THE OWNER.

LAWS AND ORDINANCES:

A. COMPLY IN ALL RESPECTS WITH ALL LAWS AND ORDINANCES HAVING JURISDICTION OVER THE WORK AND/OR MATERIALS OR METHODS EMPLOYED IN PERFORMING SAME. NO ADDITIONAL COMPENSATION WILL BE ALLOWED CONTRACTORS FOR FAILURE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS UNDER WHICH THEY WILL PERFORM THEIR WORK UNLESS THESE CONDITIONS ARE BROUGHT TO THE OWNER'S ATTENTION PRIOR TO SIGNING OF CONTRACTS, AND PROVISIONS FOR ADJUSTING COSTS ARE MADE AT THAT TIME.

PERMITS, BOND, LICENSES:

A. TAKE OUT AND PAY FOR ALL PERMITS, BONDS, LICENSES AND SIMILAR ITEMS. SHOULD SEPARATE CONTRACTS BE AWARDED, EACH CONTRACTOR IS RESPONSIBLE FOR PERMITS, FEES, BONDS, LICENSES, AND SIMILAR ITEMS AS MAY BE REQUIRED BY THE WORK, COVERED UNDER HIS/HER PORTION OF THE CONTRACT. TURN OVER RECEIPTS FOR SAME TO THE OWNER UPON ON A TIMELY BASIS. AT THE OWNER'S ELECTION, THE OWNER MAY OBTAIN ANY OF THE PERMITS.

PROTECTION:

A. BARRICADE AND/OR SHELTER HIS WORK AS TO REASONABLY PROTECT IT FROM DAMAGE. ARRANGE ALL BARRICADES SO AS TO INSURE A REASONABLE VISUAL AND PHYSICAL WARNING FOR WORKMEN AND THE PUBLIC. PROVIDE FLASHING TYPE BLINKERS AND OTHER DEVICES AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.

B. THE CONTRACTOR(S) IS HELD RESPONSIBLE FOR ANY DAMAGE TO HIS/HER WORK AS MAY BE DUE TO NEGLIGENCE OF THE ABOVE, OR AS MAY BE CAUSED BY ACCIDENT, WIND, RAIN, SNOW, FREEZING RAIN, RIOT, MALICIOUS MISCHIEF OR LABOR COMMOTION, THEFT, OR SIMILAR REASONS, OF DUE TO HIS/HER ACTS, OMISSIONS OR NEGLIGENCE. IF SUCH DAMAGE OCCURS, RESTORE THE WORK TO ITS PREVIOUS CONDITION AT NO COST TO THE OWNER.

C. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR LOSS TO OWNER'S BUILDING PACKAGE OR EQUIPMENT IN SAID CONTRACTOR'S POSSESSION. AT OWNER'S ELECTION, THE COST OF REPAIR OR REPLACEMENT OF ANY MISSING ITEMS WILL BE BORNED BY SAID CONTRACTOR.

D. PROTECT ALL ADJOINING PROPERTY FROM DAMAGE DURING THE COURSE OF THE WORK. IF REQUIRED BY LOCAL LAWS OR ORDINANCES, ISSUE NOTICES TO OWNER OF SAID PROPERTY. NO USE OF ADJACENT PRIVATELY OWNED PROPERTY BY CONTRACTOR, WITHOUT WRITTEN PERMISSION BY ITS OWNER IS ALLOWED.

INSURANCE:

A. IN GENERAL, MAINTAIN SUCH INSURANCE TO PROTECT CONTRACTOR, OWNER AND THE OWNER'S AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS UNDER WORKMEN'S COMPENSATION ACTS AND FROM ALL CLAIMS FOR DAMAGES BECAUSE OF BODILY INJURY, INCLUDING DEATH, AND ALL CLAIMS FOR PROPERTY DAMAGE ARISING FROM CONTRACTOR'S OPERATIONS AND/OR THE OPERATIONS OF SUBCONTRACTORS EMPLOYED BY HIM, IN THE AMOUNT STATED HEREIN. FOR SUB- CONTRACTOR(S) NOT COVERED BY THE CONTRACTOR(S) INSURANCE, PROVIDE SIMILAR INSURANCE OF THEIR OWN. OBTAIN COVERAGE FROM A COMPANY HOLDING A GENERAL RATING OF "A" OR BETTER AS SET FORTH IN THE MOST CURRENT ISSUE OF BEST'S KEY RATING INSURANCE GUIDE. WHERE REQUESTED OR REQUIRED, SUCH POLICIES SHALL NAME THE OWNER AS "ADDITIONAL INSURED".

B. "HOLD HARMLESS" CLAUSE: PROVIDE CERTIFICATE STATING THAT THIS ENDORSEMENT IS INCLUDED IN THE POLICY(IES).

C. THIS CONTRACTOR ASSUMES THE LIABILITY FOR ALL LOSSES, DAMAGES(INCLUDING LOSS OF USE), EXPENSES, DEMANDS AND CLAIMS IN CONNECTION WITH OR ARISING OUT OF ANY INJURY OR ALLEGED INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGES OR ALLEGED DAMAGE TO PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, HIS SUBCONTRACTORS, AND THEIR AGENTS, SERVANTS AND EMPLOYEES, INCLUDING LOSSES, EXPENSES, OR DAMAGES SUSTAINED BY THE OWNER AND THE CONSULTANTS. THE CONTRACTOR HEREBY UNDERTAKES AND AGREES TO INDEMNITY AND HOLD HARMLESS THE OWNER AND THE CONSULTANTS, THEIR AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL SUCH LOSSES, EXPENSES, DAMAGES (INCLUDING LOSS OF USE), DEMANDS AND CLAIMS, AND DEFEND ANY SUIT OR ACTION BROUGHT AGAINST ANY OF THEM, BASED ON ANY ALLEGED INJURY (INCLUDING DEATH) OR DAMAGE (INCLUDING LOSS OF USE) AND PAY ALL DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN CONNECTION WITH SAID DEMANDS AND CLAIMS RESULTING THEREFROM.

D. THE ABOVE CLAUSE APPLIES IN ALL STATES UNLESS RESTRICTED BY STATE STATUTE, SHOULD THIS BE THE CASE. PROVIDE THE MAXIMUM FORM OF "HOLD HARMLESS" ALLOWED BY THE LAW.

E. PROVIDE COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING A BROAD FORM ENDORSEMENT AND A BROAD FORM PROPERTY DAMAGE ENDORSEMENT WITH LIMITS NOT LESS THAN $3 MILLION CSL (COMBINED SINGLE LIMIT). IF APPROPRIATE, ALSO MAINTAIN SCAFFOLDING AND DEMOLITION INSURANCE.

F. PROVIDE WORKERS COMPENSATION INSURANCE IN ACCORDANCE WITH APPLICABLE STATE REQUIREMENTS.

G. PROVIDE EMPLOYERS' LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN $100,000.

H. PROVIDE COMPREHENSIVE AUTOMOBILE LIABILITY INCLUDING OWNED, NON-OWNED AND HIRE COVERAGE IN AN AMOUNT NOT LESS THAN $500,000 CSL (COMBINED SINGLE LIMIT).

I. SATISFY ANY INSURANCE REQUIREMENTS NECESSITATED BY ANY PERTINENT GOVERNMENTAL AUTHORITY.

J. AT OWNER'S ELECTION, MAINTAIN BUILDER'S RISK INSURANCE COVERING THE PREMISES. HAVE SUCH INSURANCE WRITTEN ON AN ALL RISK BASIS AND COVERING ALL THE WORK UNTIL OWNER'S FINAL ACCEPTANCE OF SAME.

K. PROVIDE INSURANCE POLICIES IMMEDIATELY AFTER AWARD OF CONTRACT AND PRIOR TO ANY WORK BEING PERFORMED. UPON OBTAINING POLICIES, NOTIFY THE OWNER AND FILE CERTIFICATES AND/OR DUPLICATE POLICIES FROM INSURANCE COMPANIES WITH THE OWNER SHOWING POLICY NUMBERS, DATES POLICIES ARE IN EFFECT, AND ALL LIMITATIONS AND EXCLUSION. PROVIDE CERTIFICATES STATING THAT THE INSURANCE COMPANY WILL NOTIFY THE OWNER BY REGISTERED MAIL THIRTY (30) DAYS PRIOR TO THE EXPIRATION OR CANCELLATION OF ANY POLICY.

PERFORMANCE, MATERIAL AND LABOR BONDS:

A. WHEN REQUESTED, PROVIDE PERFORMANCE BONDS, LABOR AND MATERIAL PAYMENT BONDS TO THE OWNER, PRIOR TO START OF WORK UNLESS OTHERWISE STATED, USE THE 1984 EDITION OF AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND.

CONTRACTOR'S QUALIFIED JOB SITE SUPERINTENDENT:

A. HAVE THE CONTRACTOR OR HIS/HER DESIGNATED AND QUALIFIED REPRESENTATIVE/JOB SUPERINTENDENT, WITH FULL AUTHORITY TO ACT ON BEHALF OF CONTRACTOR UNDER THE CONSTRUCTION CONTRACT, IN ATTENDANCE AT THE JOB SITE AND SUPERVISING SAID WORK, AT ALL TIMES DURING THE PROGRESS OF THE WORK.

TEMPORARY FACILITIES:

A. TAKE CHARGE OF THE PREMISES FROM THE START TO THE PROJECT AND FURNISH THE FOLLOWING:
   1. LAYING OUT OF ALL WORK AND ESTABLISHING BUILDING LINES AND LEVELS. CONFIRM THIS INFORMATION WITH THE OWNER.
   2. TEMPORARY ELECTRIC POWER, TWO TELEPHONE LINES, AND USE CONTRACTOR PROVIDED FAX MACHINES, DURING THE PERIOD OF CONSTRUCTION. THIS DOES NOT INCLUDE PORTABLE GENERATORS FOR USE OF OTHER TRADES.
   3. HEATING OF BUILDING FOR WORKING AND DRYING PURPOSES DURING THE PERIOD OF CONSTRUCTION.
   4. TEMPORARY LADDERS AS REQUIRED FOR ACCESS TO ALL WORK.
   5. WATER FOR CONSTRUCTION USE.
   6. ACCEPTANCE, UNLOADING AND STORAGE OF OWNER'S EQUIPMENT DELIVERED TO THE SITE ARE THE RESPONSIBILITY OF THE CONTRACTOR.
   7. TEMPORARY TOILET FACILITIES FOR WORKERS.
   8. TWO ENCLOSED AND SECURED TRAILERS FOR STORAGE OF OWNER SUPPLIED ITEMS. THE MINIMUM LENGTH OF SAID TRAILERS IS TWENTY-FIVE FEET, BUT MAY RANGE TO FORTY-FEET, AT THE DISCRETION OF THE CONSTRUCTION MANAGER AS COMMUNICATED IN THE BID DOCUMENTS.

CONSTRUCTION LAYOUT:

A. BEFORE PROCEEDING TO LAY OUT THE WORK, VERIFY LAYOUT INFORMATION SHOWN ON DRAWINGS, IN RELATION TO THE PROPERTY SURVEY AND EXISTING BENCHMARKS. IF DISCREPANCIES ARE DISCOVERED, NOTIFY THE OWNER'S REPRESENTATIVE PROMPTLY.

B. GENERAL: ENGAGE A LAND SURVEYOR OR PROFESSIONAL ENGINEER, ACCEPTABLE TO THE OWNER, TO LAY OUT THE WORK USING ACCEPTED SURVEYING PRACTICES.
   1. ESTABLISH BENCHMARKS AND CONTROL POINTS TO SET LINES AND LEVELS AT EACH STORY OF CONSTRUCTION AND ELSEWHERE AS NEEDED TO LOCATE EACH ELEMENT OF THE PROJECT.
   2. ESTABLISH DIMENSIONS WITHIN TOLERANCES INDICATED. DO NOT SCALE DRAWINGS TO OBTAIN REQUIRED DIMENSIONS.
   3. INFORM INSTALLERS OF LINES AND LEVELS TO WHICH THEY MUST COMPLY.
   4. CHECK THE LOCATION, LEVEL AND PLUMB, OF EVERY MAJOR ELEMENT AS THE WORK PROGRESSES.
   5. NOTIFY OWNER WHEN DEVIATIONS FROM REQUIRED LINES AND LEVELS EXCEED ALLOWABLE TOLERANCES.
   6. CLOSE SITE SURVEYS WITH AN ERROR OF CLOSURE EQUAL TO OR LESS THAN THE STANDARD ESTABLISHED BY AUTHORITIES HAVING JURISDICTION.

C. SITE IMPROVEMENTS: LOCATE AND LAY OUT SITE IMPROVEMENTS, INCLUDING PAVEMENTS, GRADING, FILL AND TOPSOIL PLACEMENT, UTILITY SLOPES, AND INVERT ELEVATIONS.

D. BUILDING LINES AND LEVELS: LOCATE AND LAY OUT CONTROL LINES AND LEVELS FOR STRUCTURES, BUILDING FOUNDATIONS, COLUMN GRIDS, AND FLOOR LEVELS, INCLUDING THOSE REQUIRED FOR MECHANICAL AND ELECTRICAL WORK. TRANSFER SURVEY MARKINGS AND ELEVATIONS FOR USE WITH CONTROL LINES AND LEVELS. LEVEL FOUNDATIONS AND PIERS FROM TWO OR MORE LOCATIONS.

E. RECORD LOG: MAINTAIN A LOG OF LAYOUT CONTROL WORK. RECORD DEVIATIONS FROM REQUIRED LINES AND LEVELS. INCLUDE BEGINNING AND ENDING DATES AND TIMES OF SURVEYS, WEATHER CONDITIONS, NAME AND DUTY OF EACH SURVEY PARTY MEMBER, AND TYPES OF INSTRUMENTS AND TAPES USED. MAKE THE LOG AVAILABLE FOR REFERENCE BY ARCHITECT.

RECEIPT OF EQUIPMENT:

A. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR IS THE RECEIVING PARTY FOR DELIVERIES OF EQUIPMENT AND MISCELLANEOUS ITEMS MADE TO THE FOB SITE BY COMMON CARRIER. IF, DURING THE RECEIPTS OF THOSE ITEMS BY THE CONTRACTOR'S REPRESENTATIVES, ANY MISSING OR DAMAGED ITEMS ARE OBSERVED, THE RECEIVING PERSON MUST:
   1. MAKE A NOTATION OF THE DISCREPANCY ON THE DELIVERY TICKET.
   2. CALL OWNER AND ADVISE OF THE PROBLEM WITHIN 24 HOURS.
   3. CALL THE DELIVERY CARRIER AND/OR VENDOR TO FILE A CLAIM.

INSPECTION AND TESTS:

A. CALL FOR ALL INSPECTIONS AS MAY BE REQUIRED BY LOCAL AUTHORITIES, ALLOWING A MINIMUM OF 24 HOUR NOTICE FOR INSPECTIONS TO BE MADE.

B. NOTIFY THE OWNER FOR THE NECESSARY INSPECTIONS ONE WEEK PRIOR TO THE INSTALLATION OF THE ITEMS SPECIFIED IN THE "INVITATION TO BID".

C. THE OWNER HAS THE RIGHT TO ORDER TESTS AND/OR LABORATORY EXAMINATION OF ANY MATERIAL OR WORK USED OR PERFORMED ON THE PROJECT SHOULD HE/SHE SUSPECT SUCH MATERIAL OR WORK TO BE OF LESSER QUALITY THAN SPECIFIED HEREIN. THE COSTS OF ALL SUCH TESTS WILL BE PAID BY THE OWNER UNLESS THEY INDICATE WORK OR MATERIALS TO BE OF LESSER QUALITY, IN WHICH CASE THE CONTRACTOR PAYS THE COSTS ALONG WITH ANY EXPENSES INCURRED IN CORRECTION OF THE WORK.

PROGRESS MEETINGS:

A. CONDUCT PROGRESS MEETINGS AT REGULAR INTERVALS. COORDINATE DATES OF MEETINGS WITH PREPARATION OF PAYMENT REQUESTS.

B. ATTENDEES: IN ADDITION TO REPRESENTATIVES OF OWNER AND CONSULTANTS EACH CONTRACTOR, SUBCONTRACTOR, SUPPLIER, AND OTHER ENTITY CONCERNED WITH CURRENT PROGRESS OR INVOLVED IN PLANNING, COORDINATION, OR PERFORMANCE OF FUTURE ACTIVITIES SHALL BE REPRESENTED AT THESE MEETINGS. ALL PARTICIPANTS AT THE CONFERENCE SHALL BE FAMILIAR WITH THE PROJECT AND AUTHORIZED TO CONCLUDE MATTERS RELATING TO THE WORK.

C. CONTRACTOR'S CONSTRUCTION SCHEDULE: REVIEW PROGRESS MADE SINCE THE LAST MEETING. DETERMINE WHETHER EACH ACTIVITY IS ON TIME, AHEAD OF SCHEDULE, OR BEHIND SCHEDULE, IN RELATION TO CONTRACTOR'S CONSTRUCTION SCHEDULE. DETERMINE HOW CONSTRUCTION BEHIND SCHEDULE WILL BE EXPEDITED; SECURE COMMITMENTS FROM PARTIES INVOLVED TO DO SO. DISCUSS WHETHER SCHEDULE REVISIONS ARE REQUIRED TO ENSURE THAT CURRENT AND SUBSEQUENT ACTIVITIES WILL BE COMPLETED WITHIN THE CONTRACT TIME.

PRECEDING WORK:

A. BEFORE STARTING WORK, EXAMINE WORK PREVIOUSLY INSTALLED AND IMMEDIATELY REPORT TO THE OWNER ANY VISIBLE DEFECTS OR CONDITIONS WHICH ADVERSELY AFFECT THE QUALITY AND/OR COMPLETION OF THIS WORK. IT IS ASSUMED ALL CONDITIONS ARE ACCEPTABLE IF NO SUCH REPORT IS RECEIVED.

CUTTING AND FITTING:

A. EXECUTE ALL CUTTING AND FITTING OF WORK AS MAY BE REQUIRED BY OTHER TRADES SO AS TO INSURE AS NEAR PERFECT FIT OF MATERIALS AS POSSIBLE.

DAMAGED WORK:

A. PAY FOR REPLACEMENT OF ANY WORK DAMAGED IN CONNECTION WITH THE CONTRACT, AND PERFORM SUCH PATCHING OR REPLACEMENT BY SKILLED PERSONNEL SPECIALIZING IN THE PARTICULAR TRADE SO AS TO RESTORE DAMAGED WORK TO COMPLETELY ACCEPTABLE CONDITION. SHOULD RESPONSIBILITY FOR DAMAGE BE UNABLE TO BE DETERMINED, PRORATE THE COST OF REPAIRING SAME AMONG CONTRACTORS WORKING ON THE JOB AT THE TIME THE DAMAGE OCCURRED AS DETERMINED BY THE OWNER. THE DECISION OF THE OWNER IS FINAL.

ADVERTISING:

A. NO ADVERTISING IS ALLOWED, UNLESS SPECIFICALLY ALLOWED BY THE OWNER.

REVISIONS	BY

OLIVERI ARCHITECTS
AA-0002921
Member of the American Institute of Architects
32707 US Hwy. 19 • Palm Harbor, FL 34684
Phone 727 . 781 . 7525 • Fax 727 . 781 . 6623
• www.oliveriarchitects.com •

© 2018 OLIVERI ARCHITECTS
ALL INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF OLIVERI ARCHITECTS. ALL RIGHTS RESERVED.

NOT FOR CONSTRUCTION

Case No. 18-0000002
New Building for
ARBY'S
Store #8149
1058 Dunlawton Ave.
Port Orange, Florida

Date: 08. 14. 18
Project Mgr: DM
Drawn: DC
Job: 18-082
Sheet
N1

Order Plans @ www.DDLine.com