

**SPECIFICATIONS**

**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 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, 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 END OF EACH DAY AND FURNISHED WITH EACH DOCUMENT 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 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 ERASURES OR ALTERATIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL OR IRREGULAR IN KIND, MAY BE REJECTED BY THE OWNER AS BEING INCOMPLETE.

BID ANALYSIS:

BIDS SHALL BE ACCOMPANIED BY ONE (1) SIGNED COPY OF POPEYES 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 SUBCONTRACTORS 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 AWARDS OF 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:

- AIA DOCUMENT A305 - CONTRACTOR QUALIFICATIONS STATEMENT
- AIA DOCUMENT G701 - CHANGE ORDER
- AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE OF PAYMENT. THIS DOCUMENT SUMMARIZES THE AMOUNT, WORK COMPLETED, STORED MATERIALS, RETAINAGE, PREVIOUS CERTIFICATES OF PAYMENT, AND THE CURRENT AMOUNT DUE.
- 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 POPEYES LOUISIANA KITCHEN, INC. CONTRACTORS 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 AMOUNT SHALL REMAIN THE SAME.
- CERTIFICATE OF SUBSTANTIAL COMPLETION, AIA DOCUMENT A704.
- CERTIFICATE OF INSURANCE, AIA DOCUMENT G705.
- AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS. IN THIS DOCUMENT, THE CONTRACTOR SWEARS THAT ALL SUBCONTRACTORS AND MATERIALS ARE DISCLOSED ON G703 AND THAT EACH HAS BEEN PAID.
- AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS. IN THIS DOCUMENT, THE CONTRACTOR SWEARS THAT ALL SUBCONTRACTORS AND MATERIALS ARE LISTED ON G703 AND THAT WAIVERS OF LIENS, HIS OWN INCLUDED, ARE ATTACHED.
- AIA DOCUMENT G805 - LIST OF SUBCONTRACTORS
- AIA DOCUMENT G713 - CHANGE ORDER AUTHORIZATIONS
- CONSENT OF SURETY (SURETY COMPANY'S FORM)
- PARTIAL WAIVER OF LIEN FORM - IN THIS FORM, THE CONTRACTOR, SUBCONTRACTORS AND MATERIAL MEN WAIVE THEIR RIGHT TO FILE A LIEN FOR WORK PERFORMED TO DATE. THIS DOCUMENT IS ACCEPTABLE FOR INTERIM CERTIFICATES OF PAYMENT.
- FINAL WAIVER OF LIEN FORM - IN THIS FORM, THE CONTRACTOR, SUBCONTRACTORS AND MATERIAL MEN WAIVE THEIR RIGHT TO FILE A LIEN FOR ALL WORK PERFORMED TO DATE. THIS DOCUMENT IS ACCEPTABLE FOR FINAL CERTIFICATES OF PAYMENT.
- 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 BY THE FIRM (CONTRACTOR, SUBCONTRACTOR OR MATERIALS SUPPLIER) LISTED ON G703. IT ALSO PROVIDES THE ADDRESS AND PHONE NUMBER AND REPRESENTATIVE OF EACH FIRM.

FORMS

THE FOR CONSTRUCTION SHALL BE POPEYES LOUISIANA KITCHEN "CONSTRUCTION AGREEMENT" FOR ALL CONSTRUCTION.

GENERAL CONDITIONS

A. THE GENERAL CONDITIONS OF THE "FOR CONSTRUCTION" STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, 1917, 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

B. WHERE ANY ARTICLE OF THE AIA "GENERAL CONDITIONS" IS SUPPLEMENTED HEREBY THE AIA PROVISION 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 CONDITIONS, SUPPLEMENTARY CONDITIONS AND APPLICABLE PORTIONS OF DIVISION I OF THE SPECIFICATIONS APPLY TO ANY AND ALL SUBSEQUENT SECTIONS OF THESE SPECIFICATIONS.

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

E. CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH THE 2010 AMERICANS WITH DISABILITIES ACT TITLE II (28 CFR PART 35) AND TITLE III (28 CFR PART 36) AND THE REGULATIONS PROMULGATED IN ACCORDANCE THEREOF. 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 THIS ACT.

ARTICLE 1

A. ARTICLE 3.4 LABOR AND MATERIALS OF SAID "GENERAL CONDITION" PARAGRAPH 4.3 IS HEREBY ADDED AS FOLLOWS: "ALL CONTRACTORS AND SUBCONTRACTORS EMPLOYED ON THE WORK SHALL BE REQUIRED TO CONFORM TO THE FEDERAL, STATE, AND LOCAL LABOR LAWS AND VARIOUS ACTS STATUTORY 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 4.7.3 IS DELETED IN ITS ENTIRETY AND SUBSTITUTED IN LIEU THEREOF IS 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 SHALL BE FULLY AND EXCLUSIVELY 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 IS HEREBY AMENDED AND ADDED AS FOLLOWS: "HE SHALL REMOVE FROM THE JOB SITE ALL CRATES, 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 GLASS, REPLACE ANY BROKEN GLASS, REMOVE STAINS, SPOTS, MARKS AND DIRT FROM DECORATED WORK, CLEAN HARDWARE, REMOVE PAINT SPOTS FROM ALL SURFACES, CLEAN FIXTURES, AND WASH ALL TILE FLOORS."

ARTICLE 11

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:

- WORKMEN'S COMPENSATION: AS REQUIRED BY LAW IN APPLICABLE STATE
- COMPREHENSIVE GENERAL LIABILITY:
  - \$1,000,000 PER OCCURRENCE COMBINED - SINGLE LIMIT
  - \$2,000,000 AGGREGATE
- OWNED AND NON-OWNED AUTOMOBILE LIABILITY: \$500,000 PER OCCURRENCE
- EXCESS (UMBRELLA) LIABILITY: \$2,000,000 PER OCCURRENCE

ALL INSURANCE POLICIES AND CERTIFICATES FOR WORK PERFORMED FOR POPEYES LOUISIANA KITCHEN SHALL SHOW THE OWNER AS AN ADDITIONAL NAMED INSURED PARTY. THEY MUST ALSO STATE THAT THE COVERAGE AFFORDED UNDER THE POLICIES SHALL NOT BE CANCELED 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 THE PROJECT.

B. ARTICLE 11.3 PROPERTY INSURANCE OF SAID "GENERAL CONDITIONS" IS HEREBY AMENDED AND MODIFIED AS FOLLOWS: INSURANCE: FOR PROJECTS WHERE POPEYES LOUISIANA KITCHEN 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 LOSS AND THE DEMANDS OF THE SITE WORK. INSURANCE WILL BE ON ALL RISK BASIS WITH \$5,000.00 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 POPEYES LOUISIANA KITCHEN. ONE COPY WILL BE SENT DIRECTLY TO POPEYES LOUISIANA KITCHEN'S CONSTRUCTION MANAGER. CLAIMS FOR DAMAGES MUST BE REPORTED TO POPEYES LOUISIANA KITCHEN'S INSURANCE DEPARTMENT IMMEDIATELY BY TELEPHONE (404) 391-9500. TELEPHONE REPORTS MUST BE FOLLOWED UP WITHIN TWENTY FOUR (24) HOURS BY A WRITTEN REPORT. SEND THE FIRST COPY TO POPEYES LOUISIANA KITCHEN'S INSURANCE DEPARTMENT, 400 PERIMETER CENTER TERRACE, SUITE 1000, ATLANTA, GA 30346, AND SEND THE COPY TO POPEYES LOUISIANA KITCHEN'S DESIGN & CONSTRUCTION DEPARTMENT (SAME ADDRESS). THE CONTRACTOR SHALL RETAIN THE THIRD COPY FOR HIS FILES. BLANK FORMS ARE AVAILABLE FROM POPEYES LOUISIANA KITCHEN'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:

- 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.
- 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:
  - MATERIAL QUANTITIES AND UNIT PRICES (SEPARATED INTO TRADES). PROVIDE BONA FIDE MANUFACTURER'S OR SUPPLIER'S PROPOSALS FOR MANUFACTURED OR PRE ASSEMBLED ITEMS.
  - LABOR COST
  - CONSTRUCTION EQUIPMENT
  - WORKMEN'S COMPENSATION AND PUBLIC LIABILITY
  - OVERHEAD
  - PROFIT
  - SOCIAL SECURITY TAX

SUPPLEMENTARY CONDITIONS: PAYMENT TO CONTRACTOR

A. MONTHLY PAYMENT

- MONTHLY PAYMENT: MONTHLY PROGRESS PAYMENTS SHALL BE PAID BY THE OWNER FOR 90% OF THE WORK COMPLETED AND MATERIALS STORED AS OF THE LAST DAY OF EACH MONTH. PAYMENTS MAY BE MADE BY THE OWNER ON THE JOINT PAYEE BASIS. REIMBURSEMENT BASIS, OR CASH ADVANCE BASIS AT THE ELECTION OF THE OWNER. CONTRACTOR IS TO FORWARD AUTHORIZED CHANGE ORDER DIRECTIVES, AIA DOCUMENT G701, WHICH HAVE BEEN INCURRED TO THAT POINT, WITH APPLICATION FOR PAYMENT. CONTRACTOR IS TO ADVISE OWNER OR ITS AGENT OF ANY ITEM HE OR SUBCONTRACTOR BELIEVES IS AN ADDITIONAL COST OVER AMOUNT PRIOR TO DOING WORK.
- JOINT PAYEE BASIS: CONTRACTORS WILL MAKE APPLICATION TO POPEYES LOUISIANA KITCHEN 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):
  - AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE OF PAYMENT.
  - AIA DOCUMENT G703 - CONTINUATION SHEET CONTRACTOR'S AFFIDAVIT OF INSURANCE OF DEBTS AND CLAIMS. THIS FORM MAY BE PROVIDED BY POPEYES LOUISIANA KITCHEN, IN ADVANCE AND/OR TIME SHEETS WILL BE IMPACT THE CERTIFICATE OF PAYMENT IN SUPPORT OF THE REQUEST. PARTIAL WAIVER OF LIEN FOR THE BUILDING DONE FOR THE OR AND FOR EACH SUBJOB AND MATERIAL SUPPLIER REFLECTED ON THE APPLICATION.

ALL PAYEES MUST SIGN THIS DISCHARGE:

"ALL CLAIMS, INTEREST, AND DEMANDS OF THE UNDER-SIGNED FOR LABOR DUES OR MATERIAL FURNISHED, AND FOR LIENS, JUDGMENTS, MORTGAGES, OR ANY ACCOUPANT WHATSOEVER AGAINST THE PROPERTY (TO BE OCCUPIED AS A POPEYES RESTAURANT AT: (ADDRESS HERE) OR

"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."

REIMBURSEMENT BASIS: CONTRACTORS WILL PAY ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS AND MAKE PRESENTATION TO POPEYES LOUISIANA KITCHEN ON OR BEFORE 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):

- ARTICLE 7.2 CHANGE ORDERS OF SAID "GENERAL CONDITIONS" SUBPARAGRAPH 7.2.1 IS HEREBY EXTENDED AS FOLLOWS:
- AIA DOCUMENT G703 - CONTINUATION SHEET.
- AIA DOCUMENT G706 - OR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.
- AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS.
- PARTIAL WAIVER OF LIEN FORM.

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):

- AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE OF PAYMENT
- AIA DOCUMENT G703 - CONTINUATION SHEET.
- AIA DOCUMENT G706 - OR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.
- AIA DOCUMENT G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS.
- AIA DOCUMENT G805 - LIST OF SUBCONTRACTORS WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE FILING FOR FINAL PAYMENT. THE OWNER SHALL PAY TO THE OR THE AMOUNT THEREIN STATED, LESS ALL DEDUCTIONS AUTHORIZED BY THE TERMS OF THIS AND PRIOR PAYMENTS AND ADVANCES WHATSOEVER TO CONTRACTOR FOR THE ACCOUNT OF THE CONTRACTOR.

ALL PRIOR ESTIMATES AND PAYMENTS INCLUDING THOSE RELATING TO EXTRA WORK SHALL BE SUBJECT TO CORRECTION AT THE TIME OF THIS PAYMENT. WHICH IS THROUGHOUT THIS CALLED FINAL PAYMENT. FINAL PAYMENT SHALL BE MADE UPON ACCEPTANCE AND ACCEPTANCE BY THE OWNER OR DULY AUTHORIZED REPRESENTATIVE OF THE OWNER, AND BY THE REPRESENTATIVE OF THE AGENCIES HAVING DIRECT INTEREST IN THE PROJECT. CONTRACTOR CAN BE RESOLVED BY CONFLICTING POPEYES CONSTRUCTION MANAGER.

CERTIFICATE OF SUBSTANTIAL COMPLETION: THE DATE OF THIS CERTIFICATE SHALL BE THE DATE OF COMPUTING THE GUARANTEE PERIOD OF THE BUILDING FOR, UNLESS OTHERWISE AGREED UPON.

OWNERS USE AND OCCUPANCY OF BUILDING BEFORE ACCEPTANCE OF CONSTRUCTION: THE OWNER'S OCCUPANCY OF THE BUILDING DESCRIBED IN THE DRAWINGS SHALL BE SOLELY BY THE CONTRACTOR OR AN ACCEPTANCE OF THE LABOR DONE AND MATERIALS USED OR INSTALLED.

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 MATERIALS 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, 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 SHOWING THAT THE MATERIALS OR SERVICE IS EQUAL TO THE ITEMS SPECIFIED AND STATING THE AMOUNT OF DECREASE OR INCREASE IN THE SUM. IF NO CHANGE IN THE 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 SUM WILL BE HANDLED BY CHANGE ORDER AUTHORIZATION OR CHANGE ORDER FORM.

SALES TAX

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

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, NO MATTER HOW REMOTE.

DIVISION 1: GENERAL REQUIREMENTS

SECTION 1A: GENERAL

SCOPE OF THE WORK: THIS SHALL INCLUDE ALL DEMOLITION, SITE WORK, BUILDING CONSTRUCTION, AND IMPROVEMENTS TO THE PROPERTY DESIGNATED IN THE CONSTRUCTION DOCUMENTS. THE INTENT OF THE CONSTRUCTION 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.

PROTOTYPE PLANS: THE PLANS ARE DRAWN AS A PROTOTYPE TO BE BUILT IN MANY LOCATIONS. THE PROTOTYPE PLANS WILL BE SITE ADAPTED 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 FINAL SITE PLAN AND/OR GRADING PLAN AND/OR LANDSCAPING PLAN AND GEOTECHNICAL AND/OR ENVIRONMENTAL REPORT TO BE PROVIDED BY THE OWNER.

DEFINITIONS: THE OWNER AS USED HEREIN SHALL BE TAKEN TO MEAN POPEYES LOUISIANA KITCHEN, 400 PERIMETER CENTER TERRACE, SUITE 1000, ATLANTA, GA 30346. 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 DOCUMENTS. IN THE CASE OF "TO SUIT" LEASE, "THE OWNER" SHALL BE TAKEN TO MEAN THE ACTUAL PROPERTY OWNER OR LANDLORD.

STATE OF WORK: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE PROJECT SHE BE COMPLETED AS STIPULATED IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE DOCUMENTS.

COOPERATION: CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL WORK, ONE WITH THE OTHER, SO AS TO FACILITATE A GENERAL PROGRESS OF THE WORK. EACH TRADE SHALL BE RESPONSIBLE FOR TRAVELING EVERY REASONABLE OPPORTUNITY FOR THE INSTALLATION OF THEIR WORK.

ENGINEERING SERVICES: 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 REVEALED WORK WILL BE CONFINED WITHIN PARTITIONS, OR AGENCES AS INDICATED.

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.

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

CLEANING AND 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.

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

SIGNS: NO SIGNS OR ADVERTISEMENTS WILL BE ALLOWED TO BE DISPLAYED WITHOUT THE APPROVAL OF THE OWNER.

TEMPORARY UTILITIES: THE GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY WATER AND MINIMUM OF 100'24 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.

TEMPORARY TOILET FACILITIES: THE GENERAL OR 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.

WORK BY OTHERS: THE 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 BY 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 LOCATING SERVICES SHALL BE CORRECTED BY THE SUBCONTRACTOR PERFORMING THE ROUGH-IN WORK AT NO ADDITIONAL COST TO THE OWNER.

FINAL ELECTRICAL CONNECTIONS TO FOOD SERVICE EQUIPMENT AND FINAL WATER DRAIN, GAS, AND VENTILATION CONNECTIONS TO FOOD SERVICE EQUIPMENT SHALL BE AS INDICATED IN THE EQUIPMENT SCHEDULE.

IF THERE IS A CONFLICT BETWEEN THE PLANS AND SPECIFICATIONS, THE SPECIFICATIONS SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY INDICATED OTHERWISE BY THE OWNER OR OWNER'S REPRESENTATIVE. IT SHALL BE THE OR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ANY OMISSIONS, ERRORS IN THE PLANS, OR SPECIFICATIONS ENCOUNTERED DURING THE BIDDING PERIOD AND THE COURSE OF CONSTRUCTION BEFORE COMMENCING THE WORK ASPECT OF THE BID.

INCLUDE ALL WORK SHOWN AND SPECIFIED HEREIN AND EXCLUDE MODIFICATIONS OF THE WORK STATED FOR ALTERNATE BIDS.

SUBMITTALS: LITERATURE TRUSS DRAWINGS E.I.F.S. SYSTEM HVAC UNITS, DIFFUSERS, GRILLS & THERMOSTATS ELECTRICAL POWER DISTRIBUTION BUILDING AND SITE LIGHTING PLUMBING FIXTURES RESTROOM ACCESSORIES ROOF LADDER SUBMITTALS BY SEATING COMPANY AWNING DRAWINGS INTERIOR ROOF LADDER DRIVE THRU BALCONY DUMPSTER GATES REAR ENCLOSURE GATE RAILINGS SOLID SURFACE COUNTERTOP SAMPLES GROUT COLORS E.I.F.S. COLORS OR EXTERIOR PAINTS FLOOR AND MINIMUM OF 100'24 SINGLE PHASE ELECTRICAL CHAIR RAIL AND STAIN WAINSCOT LAMINATE CEILING TILE AND GRID (KITCHEN & DINING) FRP METAL MANSARD SOLID SURFACE COUNTERTOP

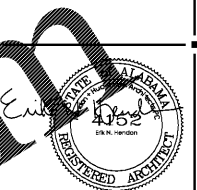
**LIST OF ALLOWANCES, CREDITS & UNIT PRICES**

- PROVIDE \$20,000 ALLOWANCE FOR LANDSCAPING: SEE 'SD' SHEETS FOR SPECS & DETAILS. COORD. W/ CIVIL

**TYP. CONSTRUCTION SCHEDULE**

	ESTABLISH CONSTRUCTION SCHEDULE	OR PERMITS	FINALIZE NATIONAL ACCOUNT QUOTES	CONSTRUCTION	INSULATION	DUROCK PLYROCK DRYWALL	EXTERIOR FINISH E.I.F.S.	CEILING TILE	INSTALL SECURITY, MUSIC	INSTALL KITCHEN EQUIPMENT	EQUIPMENT PLUMBING ELECTRICAL CONNECTIONS	TRAINING	OPEN		
PRE CONSTRUCTION MEETING	ORDER NATIONAL BUYOUTS	ROUGH GRADING	UNDERGROUND PLUMBING ROUGH-INS	UNDERGROUND ELECTRICAL ROUGH-INS	ROOFING	FRP FRONT COUNTER	ELECTRICAL BUILDING AND SITE	DUMPSTER ENCLOSURE	SIGNS, MENU BOARDS, DRIVE THRU SYSTEM	SEATING, DECOR COUNTERS	CONSTRUCTION EQUIPMENT PUNCH LIST	FACILITIES IDENTIFICATION	RESTAURANT OPEN		
			UNDERGROUND PLUMBING ROUGH-INS	LOT LIGHT ANCHOR BOLTS	BUILDING PLUMBING ROUGH-INS		INTERIOR FINISHES CARPENTRY DROP CEILING GRID	SITE WORK PAVING	AWNINGS, SHUTTERS	HOOD ANSUL SYSTEM	LANDSCAPING IRRIGATION	PROJECT COSTS SUMMARIZED			
				SITE WORK UTILITIES ELECTRICAL PLUMBING/STORM SEWER	BUILDING HVAC DUCTWORK	DRIVE THRU LOOP			BALCONY RAILINGS, HAND RAILINGS, DUMPSTER GATES	INSTALL UTILITY METERS, TELEPHONE	INTERIOR SIGNAGE, PLANTS, ARTWORK, WINDOW SHADES				
							FLOOR TILE			INSTALL DRINK SYSTEM, CO2	CLEANING SUPPLIES, MATS				
				CONSTRUCTION IN PROGRESS VISIT POPEYES CONSTRUCTION MANAGER			SITE WORK CONCRETE DRIVEWAYS DUMPSTER			CONSTRUCTION IN PROGRESS VISIT POPEYES CONSTRUCTION MANAGER					
				RECEIVE INSPECTION APPROVALS FOR BACK FILL UNDERGROUND UTILITIES	BUILDING INSPECTION WALL COVER-UP FRAMING ELECTRICAL PLUMBING	DRIVE THRU LOOP	INSPECTION CEILING COVER-UP HVAC ELECTRICAL PLUMBING, GAS, FIRE MARSHAL				BUILDING FINAL INSPECTIONS MECHANICAL ELECTRICAL PLUMBING	BUILDING INSPECTIONS FIRE HEALTH	CERTIFICATE OF OCCUPANCY	OPENING SUPPORT	OPEN

SCHEDULE	ESTIMATED DAYS	1	4	5	5	10	4	7	10	4	2	4	5	2	1	1	SUBTOTAL	SUBTOTAL	TOTAL
STANDARD	1																65	7	72



10.30.18  
**Andrew Huchekstein**  
Architects, PC

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DRAWN BY: DS  
CHECKED BY: MARW, EH  
DATE: 10.30.2018  
HHA PROJECT #18064.4

**PREMIER CAJUN KINGS, LLC - POPEYES**  
Near 431 Main St.  
Shorter, AL 36075  
LOUISIANA KITCHEN PLK DESIGN STANDARDS  
PLK1 1846-DL PROTOTYPE 46 SEATS / DUAL-LINE PRODUCTION



REVISIONS: PERM/BID SET 10.30.18

**BR**  
BIDDING REQUIREMENTS

DATE: 10/18/2018

CHECKED: MW