

**GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION**

**ARTICLE 1 - GENERAL PROVISIONS**

1. THE STANDARD FORM OF GENERAL CONDITIONS, CURRENT EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS, DOCUMENT NO. A-201, ARE HEREBY MADE A PART OF THESE SPECIFICATIONS AND SHALL APPLY THE SAME AS IF REPEATED HEREIN IN FULL. COPIES OF SAME SHALL BE ON FILE AT THE OFFICE OF THE ARCHITECT.
2. ALL INTERESTED PARTIES SHALL BE GOVERNED BY THOSE GENERAL CONDITIONS IN ALL MATTERS PERTAINING TO THIS PROJECT, DURING THE PERIOD OF CONSTRUCTION, AND PARTICIPATION IN THE PROJECT WILL BE CONSIDERED PRESUMPTIVE EVIDENCE OF THE PARTICIPANT'S FULL UNDERSTANDING OF, AND AGREEMENT WITH, THE CONDITIONS OF THE REFERENCED GENERAL CONDITIONS.
3. THE GENERAL CONDITIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS, ALONG WITH THE OTHER CONDITIONS WHICH FOLLOW, AND AS PROVIDED, AS WELL AS ALL APPLICABLE PROVISIONS OF THE SPECIFICATIONS, FORM A PART OF THE CONTRACT AND SHALL COVER EACH CONTRACTOR ENGAGED IN WORK ON THE PROJECT WHETHER THE WORK BE LET UNDER SEPARATE CONTRACTS OR UNDER A SINGLE CONTRACT.

4. BASIC DEFINITIONS  
THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT BETWEEN OWNER AND CONTRACTOR, CONDITIONS OF THE CONTRACT AND ALL DOCUMENTS LISTED BELOW.

THE CONTRACT DOCUMENTS SHALL INCLUDE: DRAWINGS AS LISTED IN THE INDEX OF THIS SET. SPECIFICATION DIVISION 1-16 INCLUSIVE. ALL MODIFICATIONS ISSUED AFTER EXECUTION OF THE CONTRACT. EQUIPMENT INSTALLATION HAND BOOK.

5. PHRASES USED IN THE SPECIFICATIONS ARE DEFINED AS FOLLOWS  
"AS SHOWN" - AS SHOWN ON THE ACCOMPANYING DRAWINGS

"PROVIDE" - PROVIDE AND INSTALL COMPLETE, WITH ALL NECESSARY ACCESSORIES AND INCIDENTAL MATERIALS AND SUPPLIES

"PROVIDED BY OWNER" - MATERIALS OR GOODS WILL BE DELIVERED TO JOB SITE BY THE OWNER AT NO EXPENSE TO THE GENERAL CONTRACTOR. UNLOADING, STORAGE, INSTALLATION AND/OR PROVIDED BY OWNER SHALL BE BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.

"INSTALL" - INSTALL ITEMS COMPLETE, PROVIDING ALL INCIDENTAL AND NECESSARY SUPPLIES AND MATERIALS.

"GENERAL CONTRACTOR" - THE GENERAL CONTRACTOR OR ANY OR ALL OF HIS VARIOUS SUBCONTRACTORS.

"OWNER" - ALL GENERAL CONDITIONS REFERENCES TO "OWNER" SHALL REFER TO PANDA EXPRESS, INC.

"CONTRACTOR" AND "GENERAL CONTRACTOR" AS STATED IN THESE DOCUMENTS REFER TO THE SAME ENTITY.

**ARTICLE 2 - INSURANCE**

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN THE FOLLOWING INSURANCES AND AT THEIR REQUEST FURNISH EVIDENCE TO PANDA EXPRESS. ALL INSURANCE SHALL NAME PANDA RESTAURANT GROUP, INC. AND THE ARCHITECTS AS ADDITIONAL INSURED PARTIES.

WORKMAN'S COMPENSATION INSURANCE IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED AND PANDA EXPRESS REQUIREMENTS. PANDA EXPRESS SHALL KEEP A COPY IN FILE ALL TIME.

COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY WITH LIMITS SET FORTH BY THE PANDA EXPRESS.

AUTOMOBILE LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY AS SET FORTH BY THE PANDA EXPRESS.

BUILDERS RISK INSURANCE IN THE AMOUNT OF THE ESTIMATED COST OF THE PROJECT.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS PANDA EXPRESS, ITS AGENTS, SERVANTS, AND EMPLOYEES, AND THE OWNER ARCHITECT AND ENGINEER FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGE TO PROPERTY ASSIGNED BY ANY ACT OR OMISSION OF THE CONTRACTOR, HIS SUBCONTRACTORS, SERVANTS, OR EMPLOYEES, INCLUDING ANY AND ALL EXPENSE, LEGAL, OR OTHERWISE, WHICH MAY BE INCURRED BY PANDA EXPRESS, ITS AGENTS, SERVANTS, OR EMPLOYEES IN THE DEFENSE OF ANY CLAIM, SETTLEMENT OR SUIT.

**ARTICLE 3 - EXTRA WORK**

1. ANY AND ALL WORK WHICH IS PERFORMED BY THE CONTRACTOR, OR BY ANY SUBCONTRACTOR, WITHOUT HAVING SPECIFIC APPROVAL FROM PANDA EXPRESS IN WRITING, SHALL BE PERFORMED BY SAID CONTRACTOR AT HIS OWN RISK WITHOUT ANY OBLIGATION OR RESPONSIBILITY OF PANDA EXPRESS OR THE ARCHITECT. ALL WORK WHICH IS ABOVE AND BEYOND THE SCOPE OF THE DRAWINGS AND SPECIFICATIONS, OR ANY PART OF THE CONSTRUCTION DOCUMENTS, MUST BE SPECIFICALLY AUTHORIZED BY PANDA EXPRESS IN WRITING. ALL REQUESTS FOR ADDITIONAL PAYMENTS MUST BE APPROVED BY THE OWNER PRIOR TO THE START OF THAT WORK.

2. THE FOLLOWING GENERAL REQUIREMENTS SUPPLEMENT AND/OR SUPERSEDES THE FOREGOING GENERAL, AND SUPPLEMENTARY CONDITIONS FOR CONTRACT WORK AND ARE HEREBY CONSIDERED A PART OF THE CONTRACT DOCUMENTS.

ATTENTION IS HEREBY DIRECTED TO THE FOLLOWING REQUIREMENT FOR EACH TRADE AND SUBCONTRACTOR THAT THE APPLICATION OF A MATERIAL OR EQUIPMENT IS NOT UNSATISFACTORY WORK INSTALLED BY OTHERS, CONSULT THE COMPETENCE OF THAT WORK AND ASSUMPTION OF FULL RESPONSIBILITY FOR THE WORK BEING PERFORMED. APPLICATION NOTIFY THE ARCHITECT AND OWNERS REPRESENTATIVE IN WRITING OF ANY DEFECT OR DEFICIENCY WHICH WOULD PREVENT COMPLETE AND SATISFACTORY APPLICATION OF INSTALLATION OF THIS WORK IN ACCORDANCE WITH THE SPECIFICATIONS.

MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION, TO THE EXTENT THESE ARE MORE EXPLICIT OR MORE STRINGENT THAN REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS.

PROVIDE ATTACHMENT AND MOUNTING DEVICES AND METHODS FOR SECURING WORK PROPERLY AS IT IS INSTALLED TO THE LINE AND LEVEL, AND WITHIN RECOGNIZED INDUSTRY TOLERANCES IF NOT OTHERWISE INDICATED. ALLOW FOR EXPANSIONS AND BUILDING MOVEMENTS.

PREVENT UNIFORM JOINT WIDTHS IN EXPOSED WORK, ORGANIZED FOR BEST POSSIBLE VISUAL EFFECT. REFER QUESTIONS OF VISUAL EFFECT CHOICES TO ARCHITECT/OWNERS REPRESENTATIVE FOR FINAL DECISION. RECHECK MEASUREMENTS AND DIMENSIONS OF THE WORK, AS AN INTEGRAL PART OF STARTING EACH INSTALLATION.

MOUNTING HEIGHTS  
WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT INDIVIDUAL UNITS OF WORK AT INDUSTRY RECOGNIZED STANDARD MOUNTING HEIGHTS FOR APPLICATIONS INDICATED. REFER QUESTIONABLE MOUNTING HEIGHT CHOICES TO ARCHITECT/OWNERS REPRESENTATIVE FOR FINAL DECISION. CONFORM WITH APPLICABLE ACCESSIBILITY CODES WHERE REQUIRED.

**DIVISION 1 GENERAL REQUIREMENTS**

**1. SCOPE**

SCOPE ALL OF THE WORK UNDER EACH HEADING OF THESE SPECIFICATIONS SHALL BE GOVERNED BY THE GENERAL CONDITIONS, SPECIAL PROVISIONS, THE DRAWINGS AND THE SPECIFICATIONS, AS WELL AS THE FOLLOWING GENERAL REQUIREMENTS.

THE WORK UNDER EACH HEADING OF THESE SPECIFICATIONS SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT AND SERVICES NECESSARY FOR AND SAID HEADING AS INDICATED ON THE DRAWINGS, SET FORTH IN THE SPECIFICATIONS, OR OTHERWISE REQUIRED.

WORK DONE HEREUNDER INCLUDES FURNISHING ALL LABOR, MATERIAL, SERVICES, AND EQUIPMENT NECESSARY AND/or NECESSARY TO PERFORM ALL WORK THROUGH THE PROPER COMPLETION OF ALL WORK AS MAY BE FURTHER SPECIFIED AND/OR SHOWN ON THE PLANS, OR OTHERWISE REQUIRED.

**2. CONFLICTS BETWEEN DOCUMENTS**

IN CASE OF CONFLICT BETWEEN DRAWINGS AND SPECIFICATIONS THE CONTRACTOR SHALL BE DEEMED TO HAVE ESTIMATED AND AGREED TO PROVIDE THE GREATEST QUANTITY AND BETTER QUALITY OF MATERIALS AND WORK.

INCLUDE GENERAL CONSTRUCTION, ELECTRICAL, PLUMBING, HVAC, AND INSTALLATION OF ALL SUCH WORK EXCEPT AS HEREINAFTER MAY BE REQUIRED.

**3. ITEMS FURNISHED BY PANDA AND INSTALLED BY GENERAL CONTRACTOR**

IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO RECEIVE, CHECK AND CONFIRM THE ARRIVAL IN GOOD ORDER, OF ALL ITEMS CALLED FOR TO BE FURNISHED BY PANDA EXPRESS AND INSTALLED BY THE CONTRACTOR.

THE CONTRACTOR SHALL NOTIFY PANDA EXPRESS (IN WRITING) OF ANY SUCH ITEMS MISSING OR DAMAGED WITHIN 3 DAYS OF RECEIVING DATE. FAILURE TO SO NOTIFY PANDA EXPRESS WILL BE CONSIDERED "PROOF PRESUMPTIVE" THAT ALL SAID ITEMS HAVE ARRIVED UNDAMAGED, AND IN THE PROPER QUANTITIES, AND IT SHALL THEREBY BE THE CONTRACTOR'S RESPONSIBILITY (AT HIS OWN COST) TO PROMPTLY REORDER, REPLACE AND/OR REPAIR ANY SUCH ITEMS NEEDED FOR THE PROPER COMPLETION OF THIS PROJECT, ON THE AGREED TO DATE OF COMPLETION.

**4. MEASUREMENTS**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR AN ACCURATE TAKING OF JOB SITE MEASUREMENTS, VERIFYING SAME, AND PROMPTLY FURNISHING EXACT JOB SITE MEASUREMENTS TO ALL PARTIES REQUIRING SAME. CONTRACTOR MUST NOTIFY PANDA EXPRESS AND THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY. THE CONTRACTOR SHALL CHECK SALES CASEWORK SHOP DRAWINGS AS TO CORRECT ANGLES AND FIT TO THE EXISTING SPACE AS SHOWN. THE CONTRACTOR SHALL PERMANENTLY LAYOUT THE CASEWORK ON THE FLOOR PRIOR TO THE CONSTRUCTION OF WALL, CEILING, LIGHT FIXTURES, ETC.

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. LARGE SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.

**5. SUBSTITUTIONS**

BIDDERS MAY OFFER SUBSTITUTIONS FOR ANY ITEM SPECIFICATION BY SUBMITTING IN WRITING AS OUTLINED IN SPACE PROVIDED ON PROPOSAL FORM.

IT SHALL BE UNDERSTOOD BY ALL HEREIN CONCERNED THAT ANY PROPOSAL SUBSTITUTION SHALL HAVE THE WRITTEN APPROVAL OF ARCHITECT AND/OR OWNERS REPRESENTATIVE, BEFORE BEING USED BY CONTRACTOR, OTHERWISE IT WILL BE ASSUMED THAT THE CONTRACTOR'S TOTAL BID IS BASED UPON THE MATERIAL OR ITEM OF EQUIPMENT SPECIFIED.

**6. EXAMINATION OF SITE AND BUILDING**

BEFORE SUBMITTING A PROPOSAL, EACH BIDDER SHALL EXAMINE ALL DOCUMENTS, VISIT THE SITE, VERIFY ANY SPECIAL CHARGES OR REQUIREMENTS, COMPARING EACH TO THE OTHER AND INFORMING THEMSELVES OF ALL CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. INCLUDE ALL RELEVANT MATTERS WHICH MAY AFFECT THE WORK OR THE BIDDING. EACH BIDDER SHALL BASE HIS PROPOSAL ON MATERIAL, METHODS AND/OR EQUIPMENT COMPLYING WITH THE SPECIFICATIONS AND DRAWINGS.

**7. CODES AND STANDARDS**

ALL WORK, MATERIALS AND INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH ALL ORDINANCES, STATE AND LOCAL, BUILDING CODES, LATEST EDITION OF THE AUTHORITIES HAVING JURISDICTION.

**8. PERMITS**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER APPLICATION FOR AND SECURING OF ALL NECESSARY TRADE PERMITS, AS WELL AS THE OBSERVANCE OF ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL LAWS, REGULATIONS OR ORDINANCES AND SHALL INCLUDE IN THEIR PROPOSAL COST OF SAME.

**9. INSTALLATION OF MATERIALS AND EQUIPMENT**

ATTENTION IS HEREBY DIRECTED TO THE FOLLOWING REQUIREMENT FOR EACH TRADE AND SUBCONTRACTOR THAT THE APPLICATION OF A MATERIAL OR EQUIPMENT IS NOT UNSATISFACTORY WORK INSTALLED BY OTHERS, CONSULT THE COMPETENCE OF THAT WORK AND ASSUMPTION OF FULL RESPONSIBILITY FOR THE WORK BEING PERFORMED. APPLICATION NOTIFY THE ARCHITECT AND OWNERS REPRESENTATIVE IN WRITING OF ANY DEFECT OR DEFICIENCY WHICH WOULD PREVENT COMPLETE AND SATISFACTORY APPLICATION OF INSTALLATION OF THIS WORK IN ACCORDANCE WITH THE SPECIFICATIONS.

MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION, TO THE EXTENT THESE ARE MORE EXPLICIT OR MORE STRINGENT THAN REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS.

PROVIDE ATTACHMENT AND MOUNTING DEVICES AND METHODS FOR SECURING WORK PROPERLY AS IT IS INSTALLED TO THE LINE AND LEVEL, AND WITHIN RECOGNIZED INDUSTRY TOLERANCES IF NOT OTHERWISE INDICATED. ALLOW FOR EXPANSIONS AND BUILDING MOVEMENTS.

PREVENT UNIFORM JOINT WIDTHS IN EXPOSED WORK, ORGANIZED FOR BEST POSSIBLE VISUAL EFFECT. REFER QUESTIONS OF VISUAL EFFECT CHOICES TO ARCHITECT/OWNERS REPRESENTATIVE FOR FINAL DECISION. RECHECK MEASUREMENTS AND DIMENSIONS OF THE WORK, AS AN INTEGRAL PART OF STARTING EACH INSTALLATION.

MOUNTING HEIGHTS  
WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT INDIVIDUAL UNITS OF WORK AT INDUSTRY RECOGNIZED STANDARD MOUNTING HEIGHTS FOR APPLICATIONS INDICATED. REFER QUESTIONABLE MOUNTING HEIGHT CHOICES TO ARCHITECT/OWNERS REPRESENTATIVE FOR FINAL DECISION. CONFORM WITH APPLICABLE ACCESSIBILITY CODES WHERE REQUIRED.

**10. PROTECTION AND CLEAN-UP**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PROTECTION OF ADJACENT ITEMS AND SURFACES FROM DAMAGE RESULTING FROM THE FURNISHING OR INSTALLATION OF HIS WORK AND SHALL PROMPTLY REPLACE, AT HIS OWN COST, SUCH DAMAGED WORK. HE SHALL ALSO BE RESPONSIBLE FOR THE PROPER PROTECTION OF HIS AND OTHERS WORK FROM DAMAGE BY ANY INCLUDING FREEZING OR OVERHEATING USE PLASTIC COVERING OVER FURNITURE, DISPLAY CASES, EQUIPMENT AND FINISHES. THE CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE PREMISES ON A DAILY BASIS; ALL DUST AND CONSTRUCTION DEBRIS ARE TO BE REMOVED, ANY BROKEN, DAMAGED, MARRED, UNCLEAN, OR OTHERWISE IMPERFECT WORK SHALL BE CORRECTED BY THE CONTRACTOR BEFORE HIS WORK SHALL BE CONSIDERED COMPLETE. USE DUST BARRIERS.

UPON COMPLETION OF THE WORK CONTRACTOR SHALL CLEAN INTERIOR AND EXTERIOR OF ALL GLASS AND GLAZING, FLOORS, WALLS AND CEILING SURFACES, ELECTRICAL FIXTURES, MECHANICAL EQUIPMENT, ETC. IT IS NECESSARY TO REMOVE ALL DIRT, STAINS, AND MARKS. THE SIGNS, GLASS AND WOOD SHALL BE CLEANED AND POLISHED. THE STORE SHALL BE MADE CLEAN AND FIT FOR IMMEDIATE OCCUPANCY BY AN INDEPENDENT CLEANING AGENT, WITH THE APPROVAL OF PANDA EXPRESS, AT THE CONTRACTOR'S EXPENSE.

**11. GUARANTEE WARRANTY**

THE CONTRACTOR SHALL GUARANTEE THE WORK TO BE FREE FROM DEFECTS OF MATERIALS OR WORKMANSHIP, INCLUDING DISCOLORATION, RATTILING AND LEAKING, FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL PAYMENT. APPLICATION BY THE CONTRACTOR FOR FINAL PAYMENT SHALL BE CONSIDERED AS PRESUMPTIVE EVIDENCE OF HIS FULL UNDERSTANDING OF AND AGREEMENT WITH CONDITIONS OF THE GUARANTEE PROVISION, AND HE SHALL REMOVE AND REPLACE WITH NEW, AT HIS OWN EXPENSE, ALL SUCH WORK OR MATERIALS FOUND BY PANDA EXPRESS'S REPRESENTATIVE TO BE DEFECTIVE WITHIN THE GUARANTEE PERIOD.

**12. SUBCONTRACTORS**

THE CONTRACTOR AGREES THAT HE IS FULLY RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS SUBCONTRACTORS AND OF PERSONS DIRECTLY EMPLOYED BY HIM. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATION BETWEEN ANY SUBCONTRACTOR AND PANDA EXPRESS. THE CONTRACTOR SHALL COORDINATE WITH PANDA AND OTHER CONTRACTORS PERFORMING WORK UNDER SEPARATE CONTRACTS TO ENSURE PROJECT PROGRESS ACCORDING TO SCHEDULE. THE CONTRACTOR SHALL COORDINATE WORK FOR THE VARIOUS TRADES INCLUDING PANDA EXPRESS'S VENDORS.

**13. TEMPORARY FACILITIES**

PROVIDE AND COMPLETE ALL PRELIMINARY WORK AND TEMPORARY CONSTRUCTION REQUIRED AS INDICATED AND REQUIRED.

**TEMPORARY BARRICADES**

INSTALL TEMPORARY BARRICADE AS REQUIRED BY CITY OFFICIALS OR WALL MANAGEMENT IN MANNER STIPULATED BY SAME.

LIGHT AND POWER SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR OR REUSE EXISTING FROM LOCATION OF LANDOWNER'S SERVICE AND PAY ALL COST FOR SAME. FOR ALL CONTRACTOR(S) TO SUBJECT SPACE.

WATER SUPPLY. THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR PERMANENT WATER SERVICE, WATER METER, AND PRESSURE REGULATOR FOR ALL PURPOSES OF CONSTRUCTION, PAYING ALL COSTS IN CONNECTION WITH SAME, AND FOR ALL WATER USED. THIS SHALL INCLUDE ALL MEANS OF CONVEYING SAME TO PLACE WHERE REQUIRED.

**ELECTRICITY**

THE CONTRACTOR SHALL MAKE ALL NECESSARY APPLICATIONS, PAY ALL DUES, AND CHARGES, OBTAIN NECESSARY PERMITS, PROVIDE AND MAINTAIN ELECTRICAL ENERGY FROM DEVELOPERS PERMANENT ELECTRICAL FACILITIES FOR LIGHTING. ALL ELECTRICAL TOOLS AND EQUIPMENT REQUIRED IN CONSTRUCTION OF ALL BRANCHES, LATERAL LINES, UNDERMINING, WASH-OUT AND OTHER HAZARDS.

**FIRE PROTECTION**

OWNER'S CONTRACTOR SHALL PROVIDE EXISTING SERVICES WITHIN THE PREMISES AS REQUIRED BY CODE AND/OR THE CITY OF PANDA. THE CONTRACTOR SHALL VERIFY THE EXISTING IN THE CASE OF REMODELING, DISCONNECT AND SEAL UTILITIES SERVING STRUCTURE TO BE DEMOLISHED, PRIOR TO START OF DEMOLITION WORK.

**14. STRICTLY PROHIBITED WORK AND PRACTICES**

INSTALLATION OF ANY COMBUSTIBLE MATERIALS ABOVE FINISHED CEILING OR IN ANY OTHER CONCEALED, NON-SKIPPER SPACE.

IMPOSING ANY STRUCTURAL LOAD, TEMPORARY OR PERMANENT, ON ANY PART OF THE WORK OR STRUCTURE WITHOUT APPROVAL.

ATTACHING ANY WORK TO METAL DEPEND HANGING FROM SPRING AND SPRINKLER RISERS OR CONDUIT.

**15. POLLUTION CONTROL**

USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERED IN AIR TO LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS ICE, FLOODING AND POLLUTION.

CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS, AS DIRECTED BY ARCHITECT OR GOVERNING AUTHORITIES RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO START OF WORK.

**16. TURNOVER REQUIREMENTS**

1. THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS AND FURNISH OWNERS REPRESENTATIVE WITH THE CERTIFICATE OF OCCUPANCY. G.C. IS ALSO TO PROVIDE A TYPEWRITTEN LIST OF NAMES, ADDRESSES AND PHONE NUMBERS OF ALL SUB-CONTRACTORS AND MATERIAL SUPPLIERS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE ENTIRE STORE CLEAN AND SPOTLESS AT THE TIME OF FURNITURE INSTALLATION AND AT TURN OVER.

3. PRIOR TO THE STORE OPENING, CONTRACTOR IS TO ARRANGE FOR AN INDEPENDENT BALANCING CONTRACTOR TO BALANCE THE HVAC SYSTEM AND PROVIDE A COPY OF THE BALANCING REPORT TO OWNERS REPRESENTATIVE.

4. CONTRACTOR TO TURN OVER ALL KEYS TO THE OWNER'S REPRESENTATIVE AND MARKING EACH KEY FOR IDENTIFICATION THE CONTRACTOR SHALL SET ALL TIME CLOCKS, THERMOSTATS, ETC. PER OWNERS REPRESENTATIVE'S REQUIREMENTS.

5. THE CONTRACTOR SHALL EXPLAIN THE OPERATION OF ALL MECHANICAL, MAINTENANCE AND WARRANTY MANUALS.

**DIVISION 2 - SITE WORK**

**1. DEMOLITION**

PROVIDE DEMOLITION AND REMOVAL OF STRUCTURES, PAVEMENT, SIDEWALKS, CURBS, ETC. AND THE CAPPING OF EXISTING UTILITIES. REMOVE ABOVE GRADE AND BELOW GRADE IMPROVEMENTS AND REMOVE GROWTH AND VEGETATION AT THE SITE.

COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, REGULATIONS AND STANDARDS. IN CASE OF CONFLICT THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

SCHEDULE AND EXECUTE ALL WORK IN A CAREFUL MANNER WITH ALL CONSIDERATION FOR NEIGHBORS AND THE PUBLIC TO PREVENT INJURY TO PERSONS OR PROPERTY.

PRIOR TO ALL DEMOLITION WORK CAREFULLY INSPECT THE ENTIRE SITE AND ALL OBJECTS TO BE DEMOLISHED AND/OR LEFT INTACT AND DETERMINE AN ORDERLY SEQUENCE FOR THE DEMOLITION. LOCATE ALL EXISTING UTILITY LINES AND DETERMINE THE REQUIREMENTS FOR DISCONNECTION AND CAPPING. LOCATE ALL ACTIVE UTILITY LINES TRAVERSING THE SITE AND DETERMINE THE REQUIREMENTS FOR PROTECTION.

PROTECTION: THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR PROTECTION OF EXISTING BUILDINGS, SURROUNDING PROPERTY AND ALL PERSONS. THE CONTRACTOR SHALL ALSO PROVIDE ALL SHORING, TEMPORARY BARRICADES AND TEMPORARY ENCLOSURES AS NECESSARY TO PROTECT ADJACENT PROPERTY FROM DAMAGE.

TAKE ALL MEANS NECESSARY TO PREVENT THE SPREAD OF DUST DURING DEMOLITION OPERATIONS. THOROUGHLY MOISTEN ALL GROUND SURFACES AS OFTEN AS REQUIRED TO PREVENT DUST BEING A NUISANCE TO THE PUBLIC, NEIGHBORS AND THE CONCURRENT PERFORMANCE OF OTHER WORK ON THE SITE.

PRESERVE IN OPERATING CONDITION ALL ACTIVE UTILITIES TRAVERSING THE SITE AND REQUIRED FOR FUTURE OPERATION OF THE NEW STORE AND SURROUNDING PROPERTIES.

COORDINATE DISCONNECTING, REMOVING, PLUGGING, ABANDONING AND RELOCATING UTILITIES WITH LOCAL UTILITY COMPANIES OR OTHER GOVERNING AGENCIES.

ASBESTOS ABATEMENT REFER TO ASBESTOS CONTAINING MATERIAL (ACM) REPORT FOR COMPLETE DESCRIPTION OF MATERIALS IDENTIFIED. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS FOR THE PROPER PROTECTION, REMOVAL AND DISPOSAL, OF ANY ASBESTOS CONTAINING MATERIAL.

POLLUTION CONTROL: THE CONTRACTOR IS RESPONSIBLE FOR ENSURING TRUCKS LEAVING AND ENTERING THE SITE DO NOT DROP DEMOLITION DEBRIS OR DIRT ONTO PUBLIC STREETS.

THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF SOIL EROSION AND SILT FROM LEAVING THE SITE.

FILLING BASEMENTS & VOIDS: COMPLETELY FILL BELOW GRADE AREA AND VOIDS RESULTING FROM THE DEMOLITION OF THE STRUCTURE AND UTILITIES.

REFER TO THE GEO-TECHNICAL REPORT FOR FILL MATERIAL AND PLACEMENT METHODS. PLACE FILL, COMPACT AND GRADE THE SURFACE TO MEET ADJACENT GRADES AND AS SHOWN ON THE DRAWINGS.

**2. EARTHWORK**

LOCATE EXISTING UNDERGROUND UTILITIES BY CAREFUL HAND EXCAVATION BEFORE STARTING EARTHWORK OPERATIONS. IF UTILITIES ARE NOT KNOWN IN PLACE, PROVIDE PROTECTION FROM DAMAGE TO EXISTING UNDERGROUND UTILITIES OPERATIONS. CONTACT LOCAL UTILITY COMPANY FOR INFORMATION REGARDING UNDERGROUND UTILITIES.

SHOULD ANY UTILITIES BE CORRECTED OR REPAIRED OR OTHER UTILITIES BE EXTENDED DURING CONSTRUCTION, CONSULT ARCHITECT IMMEDIATELY FOR APPROVAL AS TO PROVISIONS TO BE MADE TO THE SATISFACTION OF THE UTILITY OWNER. COOPERATE WITH THE OWNER, PUBLIC AND PRIVATE UTILITY COMPANIES IN KEEPING SERVICES AND UTILITIES IN OPERATION.

BARRICADES OPEN EXCAVATION AND POST WITH WARNING LIGHTS FOR THE SAFETY OF PERSONS. OPERATING WARNING LIGHT DURING HOURS OF DUSK TO DAWN EACH DAY FROM DEVELOPERS PERMANENT ELECTRICAL FACILITIES FOR LIGHTING.

PROTECT EXISTING UTILITIES, SIDEWALKS, PAVEMENTS AND OTHER FACILITIES IMMEDIATELY ADJACENT TO EXCAVATIONS, FROM DAMAGES CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASH-OUT AND OTHER HAZARDS.

FILL AND BACK FILL SHALL BE SELECTED FILL MATERIAL COMPACTED AS NOTED IN THE SOILS REPORT GRADING PLAN AND EARTHWORK SPECIFICATIONS USE NON-EXPANSION FILL MATERIAL AT BUILDING AREA AND UNDER WALKS. ALL COMPACTION SHALL BE SUPERVISED AND CERTIFIED BY A LICENSED SOILS ENGINEER AND CERTIFICATION REPORT SHALL BE SUBMITTED TO PANDA EXPRESS PRIOR TO PLACING OF CONCRETE.

**3. ASPHALT AND CONCRETE PAVING**

(REFER TO CIVIL DRAWINGS FOR SPECIFICATIONS)  
SEE GRADING AND PAVING PORTION OF SITE PREPARATION PROCEDURES ON THE SITE AND/OR GRADING PLAN.

MATERIALS  
1) BASE COURSE: AS NOTED ON CIVIL DRAWINGS  
2) PRIME COAT: MC-250 OR MC-70 PER ASPHALT INSTITUTE (ASTM D2027-76)  
3) SURFACE COAT: AS NOTED ON CIVIL DRAWINGS  
4) PAVEMENT MARKINGS, PARKING STALL STRIPES SHALL BE AS NOTED ON CIVIL DRAWINGS  
5) SEAL COAT: FOG SEAL BY KOPPERS COMPANY.

PROVIDE ALL ASPHALT AND CONCRETE WORK COMPLETE, AS SHOWN ON THE DRAWINGS HEREIN SPECIFIED, INCLUDING CONCRETE FORM WORK, REINFORCEMENT DOWELS AND ACCESSORIES, CONCRETE MIXED, PLACE, FINISHED AND CURED.

EXTERIOR WALKS AND RAMPS TO BE LIGHT BROOM TEXTURE FINISH, UNLESS NOTED OTHERWISE.

EXTERIOR FLATWORK AND CURBS - PROVIDE EXPANSION CONTRACTION JOINT AT 20'-0" ON CENTER MAXIMUM AND CONTROL JOINT AT 5'-0" ON CENTER MAXIMUM.

**4. TERMITE CONTROL**

QUALITY ASSURANCE, CONFORM TO STATE, LOCAL, AND ALL OTHER REGULATIONS FOR THE USE AND APPLICATION OF TOXICANT CHEMICALS. APPLICATOR SHALL BE A COMPANY SPECIALIZING IN SOIL TREATMENT FOR TERMITE CONTROL WITH FIVE YEARS EXPERIENCE AND LICENSED FOR PROJECT LOCATION. SUBMIT COMPLETE PRODUCT DATA AND MANUFACTURER'S INSTRUCTIONS. INDICATE CAUTION REQUIREMENTS.

WARRANTY: FURNISH FIVE YEAR WARRANTY AGAINST INVASION OR PROPAGATION OF SUBTERRANEAN TERMITES, DAMAGE TO BUILDING OR CONTENTS CAUSED BY TERMITES, INCLUDE COST FOR REPAIRS TO BUILDINGS OR CONTENTS SO CAUSED.

PRODUCTS: PROVIDE WATER EMULSION MATERIALS MANUFACTURED BY ONE OF THE FOLLOWING: BASE TERMI-DOR; DOW AGRO SCIENCES EQUITY 10 PERCENT; OR OTHER PRODUCT SUBSTITUTIONS IF APPROVED IN WRITING BY PANDA.

EXECUTION: VERIFY EXISTING CONDITIONS BEFORE STARTING WORK. APPLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL LAWS AND OSHA REGULATIONS. COORDINATE INSTALLATION WITH ROUGH GRADING TO AVOID DISTURBANCES TO TREATED SOIL. RETREAT ANY DISTURBED SOIL, DO NOT PERMIT SOIL GRADING OVER COMPLETED WORK.

TREATMENT SCHEDULE: TREAT SOIL AT THE FOLLOWING LOCATIONS: UNDER FOOTINGS, UNDER SLABS ON GRADE, BOTH SIDES OF FOUNDATION WALLS; AND SOIL WITHIN 10 FEET OF BUILDING PERIMETER FOR A DEPTH AS RECOMMENDED BY THE MANUFACTURER FOR THE REGION WHERE PROJECT IS LOCATED.

**DIVISION 3 - CONCRETE**

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE SPECIFICATIONS.

**DIVISION 4 - MASONRY**

**1. GENERAL NOTES**

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF ALL LOCAL CODES AND STANDARDS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND REPORT ANY ERRORS, OMISSIONS, OR POSSIBLE DISCREPANCIES TO THE ARCHITECT AND PANDA EXPRESS PRIOR TO COMMENCING ANY WORK. SPECIAL CARE SHALL BE GIVEN TO THE SITE AND BUILDING LAYOUT THEREON.

THE CONTRACTOR SHALL PROVIDE SAFE AND ADEQUATE BRACES AND CONNECTIONS TO SUPPORT THE COMPONENT PARTS OF THE STRUCTURE UNTIL THE STRUCTURE ITSELF (INCLUDING THE FLOOR AND ROOF DIAPHRAGMS) IS COMPLETE ENOUGH TO ADEQUATELY SUPPORT ITSELF.

OPTIONS, IF PROVIDED HEREIN, ARE NOTED FOR CONTRACTORS CONVENIENCE. HE SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE ALL DETAILS, AND SHALL OBTAIN ALL REQUIRED APPROVALS.

COSTS OF ADDITIONAL DESIGN WORK NECESSITATED BY SELECTION OF AN OPTION OR DUE TO ERRORS OR OMISSIONS IN CONSTRUCTION, SHALL BE BORNE BY THE CONTRACTOR.

**2. MANUFACTURED MASONRY VENEER**

INCLUDES PORTLAND CEMENT BASED MANUFACTURED STONE VENEER AND TRIM.

COMPLY WITH ALL STANDARDS REFERENCED BY THE MANUFACTURER, AS WELL AS APPLICABLE BUILDING CODES.

SUBMITTALS: SUBMIT MANUFACTURER'S PRODUCT DATA, APPLICATION SAMPLE OF THE SELECTED STONE AND MORTAR MATERIAL, SELECTED TOOLS.

WARRANTIES: SUBMIT MANUFACTURER'S INSTALLER'S WARRANTY ON COMPLETION OF THE JOB. WARRANTY INCLUDES DEFECTS IN MATERIALS AND INSTALLATION FOR 5 YEARS AFTER ACCEPTANCE BY PANDA.

QUALITY ASSURANCE  
INSTALLER'S QUALIFICATIONS: EXPERIENCED MASONRY WORK WITH INSTALLATION PROCEDURES. MANUFACTURED VENEER CERTIFICATIONS REQUIRED PER MANUFACTURER'S STANDARDS.

MANUFACTURER  
REFERENCE: EXTERIOR FINISH SCHEDULE SHEET G-005

STONE VENEER TYPE AND FINISH  
REFERENCE: EXTERIOR FINISH SCHEDULE SHEET G-005

MORTAR: MORTAR, ALL JOINTS. USE MORTAR COMPLYING WITH ASTM STANDARDS: CEMENT ASTM C270; LIME ASTM C207; SAND ASTM C144. WATER SHALL BE POTABLE. PREPACKAGED LATEX PORTLAND CEMENT MORTAR SHALL COMPLY WITH ANSI A118.4.

PROVIDE COLORED MORTAR AS SELECTED BY PANDA. COLOR PIGMENT SHALL COMPLY WITH ASTM C979, MINERAL OXIDE PIGMENTS.

EXECUTION: PREPARE SUBSTRATE IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

EXAMINE SUBSTRATES UPON WHICH WORK WILL BE INSTALLED. COORDINATE WITH GENERAL CONTRACTOR TO REMEDY ANY UNSATISFACTORY SUBSTRATES. NOTIFY PANDA EXPRESS IN WRITING OF ANY UNSATISFACTORY SUBSTRATES. COMMENCEMENT OF WORK BY THE INSTALLER SHALL INDICATE HIS ACCEPTANCE OF THE SUBSTRATE.

INSTALL ALL WORK IN CONFORMANCE WITH THE IMMA (MASONRY VENEER MANUFACTURERS ASSOCIATION) INSTALLATION GUIDE FOR ADHERED CONCRETE MASONRY VENEER.

PROTECT ADJACENT WORK FROM CONTACT WITH MORTAR.

INSTALL AND CLEAN STONE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR STANDARD GROUTED INSTALLATION.

MANUFACTURER'S FIELD SERVICE REPRESENTATIVE SHALL MAKE ONE SITE VISIT FOR INSTALLATION INSPECTION AND CONSULTATION BEFORE MORE THAN 20% OF THE MATERIAL IS INSTALLED.

**3. CONCRETE MASONRY UNITS (CMU)**

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE MASONRY UNITS (CMU) SPECIFICATIONS.