

ICC/ANSI A117.1 - 2017

1. THIS PROJECT SHALL COMPLY WITH ALL FEDERAL AMERICANS WITH DISABILITY ACT REGULATIONS AND ALL LOCAL ACCESSIBILITY REGULATIONS

GENERAL REQUIREMENTS

Terms & Conditions: ElKay Interior Systems, Inc. (EIS) contract terms & conditions supersede all items outlined within the Requirements page.
Clarification of Scope: EIS is not the prime contractor or architect of record. EIS provides design services and design elements manufactured to project specifications. The Owner/Client and General Contractor (GC) bear the responsibility to review all contract documents and scope of work from the various subcontractors and vendors. EIS shall not serve as, supervise, or have any responsibility for any contractor or consultant, and will not have control or be responsible for construction means, methods, techniques, sequences or procedures conducted by contractors and consultants.
Plan Approval: EIS shall not be responsible for plan submittal to or procuring permit from any public entity.
Code Compliance: EIS is not the architect of record. The project Architect, Engineers and Contractors shall be responsible to ensure the project is compliant with all local, state and federal codes.
Work by Owner/Client: Owner furnished or salvaged equipment will be coordinated and installed by others.
Project Coordination: The Owner/Client and GC are responsible for management and communication of the schedule to provide adequate lead time to design, manufacture, ship and install design elements in the expected time frame.
Change Orders and Schedule: EIS will make a good faith effort to accommodate changes, however EIS reserves the right to extend the lead time and invoice the Owner/Client for new, previously manufactured or in-process product that may have been impacted by changes. EIS maintains the right to refuse entering into any additional billing agreements with Third-parties and will consider such changes as contractual obligation of the Owner/Client (primary contract holder).
Site Access: The Owner/Client and GC agree that EIS representatives may have access to the site at any point during construction if necessary.

QUALITY REQUIREMENTS

Codes
EIS is not licensed to provide signed/sealed drawings. EIS cooperates with all Owner/Client's licensed professionals and other licensed professionals to provide drawings and specifications that meet local codes.

Laws
EIS strives for the contract documents to conform to the Title III of the Americans with Disability Act (ADA). EIS is not licensed to provide signed/sealed drawings. EIS cooperates with all Owner/Client's licensed professionals to provide drawings and specifications that meet the requirement of ICC/ANSI A117.1 -2017 Standards for Accessible Design. EIS cannot be responsible for construction deviations by others from the design that may create situations out of compliance with the ADA.
Title III prohibits discrimination on the basis of disability in the activities of places of public accommodations and requires newly constructed and altered places of public accommodation - as well as commercial facilities - to comply with the ADA Standards.

- Accessible Routes**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 206
- Clearances at Doors**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 404.
- Protrusions**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 307.
- Seating**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 226.
- Floor Finishes**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 302.
- Outlet Location**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 308.
- Signage**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 703.
- Permits**
All permits and fees are the responsibility of the Owner/Client and their agents. EIS agrees to provide drawings and specifications to be included in permit sets as needed.
- Built-In Elements**
Plans to comply with ICC/ANSI A117.1 -2017 Standards for Accessible Design section 902.

OWNERSHIP AND USE OF DOCUMENTS

- Drawings, schedules and specifications and other instruments of service are and shall remain the property of EIS whether or not the Project for which they are prepared is completed or executed. If the Owner has paid EIS the compensation described in Section 91, the Owner shall be permitted to retain copies, including a set of non-reproducible copies of drawings, schedules and specifications for informational and reference in connection with the Owner's use and occupancy of the Project. If the Owner without EIS approval modifies the drawing, schedules and/or specifications, EIS is not responsible for any loss, cost or damage relating to use or application thereof. The Owner may not use the drawings, schedules, specifications or other instruments of service provided hereunder for any project or for any other purpose other than the Project. EIS (or, as appropriate, its subcontractor) is the author and owner of all drawings, schedules, specifications and other instruments of service provided hereunder and retains all statutory and common law copyrights and other rights. Upon termination of this Contract for Design Services by EIS due to the Owner's breach, the Owner shall no longer have the right to use drawings, schedules, specifications and other instruments of service. The Owner may not permit any third party to use such drawings, schedules, specifications and other instruments of service, except as expressly provided herein and with respect to the Project. EIS's written permission must be obtained prior to using such drawings, schedules, specifications and other instruments of service for future additions or alterations to the Project. The designs depicted within the contents of the drawings belong to EIS and that in future "fulfillment" stages of the project that these designs and drawings may not be used by the Owner to shop for other manufacturers to fulfill the intent of the design. In other words, EIS is the sole proprietary manufacturer of the items in the design.
- All computer files containing conceptual imagery, illustrations and drawings within the contract documents in the form of artwork or other graphic design remain the intellectual property of EIS. All rights reserved.

WARRANTY CLAUSE

Contract Obligations: Refer to contract terms and conditions for the listing of obligations

Damages During Construction: EIS does not accept responsibility for product replacement that is due to misuse by other entities or trades during construction. This is defined as "Trade Damage."

Warranty Limitations: If product installation is performed by others, the warranty terms will be limited to the responsibility of replacing product only. All associated labor costs will be by the Owner/Client

Limited Warranty: EIS warrants to the Owner/Client that the products sold hereunder will be free from material defects in workmanship and material under normal use and service for a period of one year from the date of EIS's delivery of products to the delivery point. There is NO WARRANTY in cases of damages in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow EIS's instructions, or improper installation, storage or maintenance.

RESPONSIBILITY OF THE GENERAL CONTRACTOR

Summary of Responsibility: The Owner/Client may contract with multiple entities to complete the work within the drawings. This may include, but not be limited to the GC, Kitchen Equipment Supplier, Equipment Vendors, Landscaping Contractors and Seating & Décor. The GC is considered the prime entity on site and shall be responsible for all scope review, project coordination, sequencing and schedule communication.

Coordination of Site Conditions: EIS plan sets are based on the received architectural electronic drawing files or Third-Party site survey. The GC shall provide EIS with actual field dimensions to verify existing conditions, including, but not limited to finished ceiling heights, finished building openings, columns or any other conditions that may affect the design layout or ADA aisleways. Confirmed Field Dimensions (FD's) must be submitted by the GC 3 weeks in advance of delivery. If FD's are not received, EIS will proceed with the dimensions provided within the architectural file or Third-Party site survey. EIS will not be responsible for any final fit up issues if dimensions are not received in the time frame noted above.

Plan Printing: Recommended print size is 24 x 18. Contractors bear the responsibility of verifying scale before any take-offs or field application

Staging: Provide a water-tight, broom-swept area to stage and protect pre-installed product

Waste Disposal: Provide dumpster or other means of waste disposal

Protection of Design Elements: GC is responsible to protect product from being damaged during construction.

Wall Panel & Ceiling Tile (if applicable): EIS-provided wall panel or ceiling tile will be estimated in good faith and include a waste factor, but it is the General Contractor's obligation to provide final quantities to match the proposed cuts and site conditions. See GC Specifications for applicable notes and details.

EIS SCOPE CLARIFICATION

General Scope: The information in this set of drawings describes fixtures, furnishings and other items delivered by EIS to the address on the contract. If EIS is contracted to install the product, the EIS scope will include the items identified on the Plan Index as EIS Specifications, but will not include the installation of any items noted in the GC Specifications

Front Service Elements: Items such as the Modular Front Service Counter (MFSC) may be provided by EIS, but is coordinated through alternative channels. Review plan notes and ensure this scope is on order to ensure proper coordination.

INSTALLATION TERMS

- General Terms:**
- Schedule changes must be communicated to EIS in advance of service. Schedule changes or cancellations within 48 hours of intended service may result in billable charges.
 - The EIS installation schedule is considered firm (14) calendar days in advance of service. EIS will make a good faith effort to accommodate schedule change notifications received less than (14) calendar days, but reserves the right to schedule based on crew availability.
 - Cost of installation is for a single mobilization. Return trips will be considered billable.
 - EIS is not responsible for local building code requirements
 - Installation labor is priced based on the assumption that the dining room will be closed for construction and that work will be permitted from 7am - 7pm. EIS reserves the right to increase the cost of service if 2nd shift or premium labor is required.
 - Dining room floors, walls and ceilings must be substantially complete prior to installation provided hereunder, as reasonably determined by EIS. EIS reserves the right to issue a change order in the event any such conditions are not met prior to scheduled installation.
 - EIS agrees to dispose of own packaging, and to maintain a clean workspace that is free from hazard. Dumpsters provided by others.
 - Installer and/or GC to seal all compact laminate base, decor, or wall base with silicone caulking. Color to best match base.

Site Readiness Conditions:

- Prior to the delivery and installation for EIS fixtures, decor, and furnishings:
- Interior wall finished including, but not limited to, wall coverings, wainscoting, paint, chair rail, and molding, shall be completely installed.
 - The floor is broom clean.
 - Floor and base tile to be grouted, cleaned and in place for a minimum of 48 hours.
 - All openings to have glazing and frames installed.
 - The HVAC system to be installed and in use.
 - The ceiling grid and other systems to be installed.
 - Lighting fixtures to be installed.
 - Water supply convenient to work space.
 - Electrical service of two 120v/5amp circuits to be available.
 - Work space to be free of other contractors attempting to complete their work.
 - Dumpster available for packaging disposal.
 - Finished parking or subsurface within 1" of finish grade for delivery of product.

Core Drill Clarifications/General Contractor Requirements:

- A minimum of a 5" concrete slab is required for all core drilling of chairs, booths, tables and halfwalls.
- EIS is not liable for cored steel that becomes unstable as a result of core drilling through a concrete slab less than 5" thick.
- EIS is not responsible for damage of any mechanicals located within 5" of the finished floor.
- In the event that EIS installers core through a slab less than 5" a \$30 per hole charge will apply. This charge is to excavate core hole, pour concrete footing, and set steel. This type of repair is not guaranteed.
- Floor/base tile must be in good repair before any core drilling begins.
- The general contractor is to leave a minimum of 40 pounds of floor tile grout to finish the core drilled holes.
- EIS recommends the use of por-rok brand as a cement is adhesive for cored-in steel.
- EIS recommends when the general contractor/installer are setting cored supports, level only the horizontal top plate. **DO NOT** level the vertical post.
- The General Contractor will alert EIS installation crew to any under slab conditions that may be affected by core drilling. Those items include but are not limited to water lines, rebar, electrical conduit and other common building system elements.
- When applicable, removal of existing steel is to be included in the general contractor's demolition scope. Cored steel is to be removed in entirety, and not cut-off. In the event that steel is not fully removed, EIS reserves the right to bill the customer for additional labor required, and/or damages incurred to equipment.

Installation Sign Off

- EIS requires a designated person present to conduct a decor punchlist walk through on the full product installation immediately after completion to allow for a more proactive and timely resolution.

DELIVERY COORDINATION TERMS

Delivery Window: EIS will make a good faith effort to deliver product at the requested time of day, but reserves the right to deliver product within a 4-hour window. Back charges for deliveries occurring within this window will not be accepted. Deliveries delayed due to weather, Acts of God or Federal regulations related to Truck Driver hours of service will not be subject to this window.

Responsibility of the Recipient: If EIS Certified Installation has not been purchased, the General Contractor is designated as the Recipient, and shall thoroughly inspect the condition of the shipment upon receipt.

Instructions on Receiving Product: A delivery checklist shall be provided by the driver. Cross reference the tag numbers and quantities on the list against the received physical product to verify shipment accuracy and quality.

Damaged or Missing Product Reporting:

- Transit damages or shortages must be noted on the freight bill at the time of receipt and EIS notified within 24 hours of delivery. In the event of a shortage, the exact count of missing items should be noted.
- Concealed damages must be photographed while the product is in the packaging and reported to the EIS Project Manager (see title page for contact info) within 48 hours of delivery.
- Failure to properly document and report damages in the manner noted above will absolve EIS from any financial responsibility.

Damaged Product Handling: The Recipient is NOT warranted to refuse damaged shipment unless the damage has rendered the items worthless. In cases of partial damage or loss, the Recipient will take possession of the entire shipment and determine if it can be repaired or retained with an allowance.

Onsite Storage Conditions:

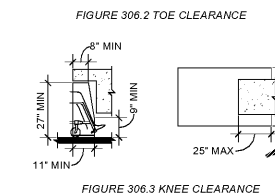
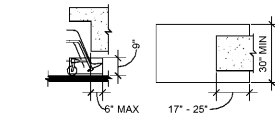
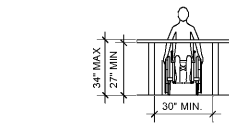
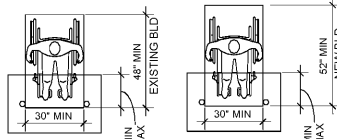
- EIS will not be responsible for making onsite storage accommodations.

Product must be stored in an environment that is watertight, free of debris and temperature controlled. Extreme temperatures may cause delamination and warping that will be not covered under warranty.

PROJECT CLOSE OUT REQUIREMENTS

Punchlist Definitions: Product not conforming with quality standards will be considered the responsibility of EIS for repair or replacement (see *Warranty Clause* section).

Punchlist Limitations: Punch lists must be created and distributed to EIS within 30 business days of delivery. Damages and/or missing product not reported in accordance with the section *Delivery and Coordination Terms* may be considered as damaged or lost on site, and may result in billable charges for replacement or repairs.



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Garden Grill

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BY
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| REV | DATE | DESCRIPTION |
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| | 06/11/19 | Bid Set Created |
| | 06/14/19 | Brand Review Approved |
| | 06/18/19 | Final Set Created |

Project Number
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Sheet Title
Requirements

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