GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

LANDLORD WORK LETTER TO TAKE PRECEDENCE OVER SPECIFICATIONS

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 HERE 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 GOVERN 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 F.O.B. JOBSITE BY THE OWNER AT NO EXPENSE TO THE GENERAL CONTRACTOR. UNLOADING, STORAGE, INSTALLATION, AND/OR ASSEMBLY OF ITEMS "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.

BUILDER'S 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'S ARCHITECT AND ENGINEER FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGE TO PROPERTY OCCASIONED 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 SUPERSEDE THE FOREGOING GENERAL AND SUPPLEMENTARY CONDITIONS FOR CONTRACT WORK AND ARE HEREBY CONSIDERED A PART OF THE CONTRACT DOCUMENTS.

DIVISION 1 GENERAL REQUIREMENTS

1. 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 INCIDENTAL 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 WILL BE DEEMED TO HAVE ESTIMATED ON, 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 THEN 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. LARGER 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 OWNER'S 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, VERIFYING 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.

THE WORDS "THE CONTRACTOR SHALL" ARE INTENTIONALLY OMITTED FROM THE SPECIFICATIONS. WHERE DIRECTIONS OR INSTRUCTIONS ARE STATED, WITHOUT SPECIFIC REFERENCE AS TO WHO IS RESPONSIBLE, THE INFERENCE IS INTENDED TO BE THE CONTRACTOR FOR THE WORK IN THE SPECIFICATION SECTION IN WHICH THE DIRECTIONS OR INSTRUCTIONS ARE INTENDED.

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.

DESIGN LOADS: LOADS AND CODE RESTRICTIONS FOR ALL DESIGN CONSIDERATIONS SHALL CONFORM TO THE LOCAL AND STATE CODES, AND ALL GOVERNING CODES.

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 PRIME AND SUBCONTRACTOR: THAT THE APPLICATION OF A MATERIAL AND/OR EQUIPMENT ITEM TO UNSATISFACTORY WORK INSTALLED BY OTHERS, CONSTITUTES ACCEPTANCE OF THAT WORK AND ASSUMPTION OF FULL RESPONSIBILITY FOR PRIOR TO STARTING THE SPECIFIC APPLICATION, NOTIFY IN WRITING THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE OF ANY DEFECT OR DEFICIENCY WHICH WOULD IMPAIR COMPLETE AND SATISFACTORY APPLICATIONS OR INSTALLATION OF HIS WORK OR GUARANTEE.

MANUFACTURER'S INSTRUCTIONS:
WHERE INSTALLATIONS INCLUDE MANUFACTURED PRODUCTS, COMPLY WITH MANUFACTURER'S APPLICABLE 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 CONNECTION DEVICES AND METHODS FOR SECURING WORK PROPERLY AS IT IS INSTALLED; TRUE TO LINE AND LEVEL, AND WITHIN RECOGNIZED INDUSTRY TOLERANCES IF NOT OTHERWISE INDICATED. ALLOW FOR EXPANSIONS AND BUILDING MOVEMENTS.

VISUAL EFFECT:
PROVIDE UNIFORM JOINT WIDTHS IN EXPOSED WORK, ORGANIZED FOR BEST POSSIBLE VISUAL EFFECT. REFER QUESTIONABLE VISUAL-EFFECT CHOICES TO ARCHITECT/OWNER'S REPRESENTATIVE FOR FINAL DECISION. RECHECK MEASUREMENTS AND DIMENSIONS OF THE WORK, AS AN INTEGRAL STEP 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/OWNER'S 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.

GENERAL CONTRACTOR SHALL SUPERVISE AND SCHEDULE PROPER INSTALLATION OF ALL PARTS OF WORK PERTAINING TO A FINISHED PRODUCT BY HIM OR BY THE OWNER.

GENERAL CONTRACTOR SHALL SUPERVISE AND SCHEDULE PROPER INSTALLATION OF ALL PARTS OF WORK PERTAINING TO A FINISHED PRODUCT BY CONTRACTOR, SUBCONTRACTORS OR PANDA EXPRESS.

11. GUARANTEE WARRANTY

THE CONTRACTOR SHALL GUARANTEE THE WORK TO BE FREE FROM DEFECTS OF MATERIALS OR WORKMANSHIP, INCLUDING DISCOLORATION, RATTLING 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 COOPERATE 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 MALL MANAGEMENT IN MANNER STIPULATED BY SAME.

LIGHT AND POWER SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR OR REUSE EXISTING FROM LOCATION OF LANDLORD'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, POWER FOR ALL ELECTRIC TOOLS AND EQUIPMENT REQUIRED IN CONSTRUCTION OF ALL BRANCHES OF THE WORK AND PAY FOR ALL CURRENT USED.

FIRE PROTECTION:
OWNER'S CONTRACTOR SHALL PROVIDE FIRE EXTINGUISHERS WITHIN THE PREMISES AS REQUIRED BY CODE AND/OR INSURANCE COMPANIES, OR VERIFY THAT ONE IS 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 CEILINGS OR IN ANY OTHER CONCEALED, NON-SPRINKLERED SPACE.

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

ATTACHING ANY WORK TO METAL DECK OR HANGING FROM PLUMBING AND SPRINKLER PIPING OR CONDUIT.

15. POLLUTION CONTROLS

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 OWNER'S 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 OWNER'S REPRESENTATIVE'S REQUIREMENTS.

5. THE CONTRACTOR SHALL EXPLAIN THE OPERATION OF ALL MECHANICAL SYSTEMS TO THE OWNER'S REPRESENTATIVE AND PROVIDING COPIES OF OPERATION, MAINTENANCE AND WARRANTY MANUALS.

DIVISION 2 - SITE WORK

1. NOT USED

DIVISION 3 - CONCRETE

1. NOT USED

DIVISION 4 - MASONRY

1. NOT USED

DIVISION 5 - METALS

1. STEEL FRAMING - NOT USED

2. MISCELLANEOUS METALS

CUSTOM FABRICATE FERROUS METAL ITEMS 16 GAUGE AND HEAVIER. REFER TO DRAWINGS AND DETAILS.

3. METAL STUDS

INSTALL METAL FRAMING SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S PRINTED OR WRITTEN INSTRUCTIONS AND RECOMMENDATIONS, UNLESS OTHERWISE INDICATED. INSTALL CONTINUOUS TRACK - SIZED TO MATCH STUDS. SECURE TRACKS AS RECOMMENDED BY STUD MANUFACTURER FOR TYPE OF CONSTRUCTION INVOLVED.

SET STUDS PLUMB, EXCEPT AS NEEDED FOR DIAGONAL BRACING OR REQUIRED FOR NON-PLUMB WALLS OR WARPED SURFACES.

INSTALL SUPPLEMENTARY FRAMING, BLOCKING AND BRACING IN METAL FRAMING SYSTEM WHENEVER WALL OR PARTITIONS ARE INDICATED TO SUPPORT FIXTURES, EQUIPMENT, SERVICES, CASEWORK, HEAVY TRIM AND FURNISHINGS AND SIMILAR WORK.

SECURE STUDS TO TOP AND BOTTOM RUNNER TRACKS BY EITHER WELDING OR SCREW FASTENING AT BOTH INSIDE AND OUTSIDE FLANGES.

INSTALL HORIZONTAL STIFFENERS IN STUD SYSTEM AS REQUIRED, SPACE (VERTICAL DISTANCE) AT NO MORE THAN 4'-6" O.C.

4. EXTERIOR ALUMINUM AWNINGS - NOT USED

DIVISION 6 - WOOD AND PLASTICS

1. WOOD FRAME AND ROOF TRUSSES - NOT USED

2. FINISH CARPENTRY MATERIALS

QUALITY ASSURANCE:
PERFORM FINISH CARPENTRY WORK IN ACCORDANCE WITH AWI QUALITY STANDARDS, PREMIUM GRADE. USE FULL LENGTH PIECES, MITER ALL JOINTS, SHOULDER JOINT AT DOOR JAMBS. FILL ALL NAIL HOLES AND SAND SMOOTH.

WOOD TRIM INTERIOR: VERTICAL GRAIN, RED OAK SURFACE ALL EXPOSED EDGES.

EXPOSED WOOD AT EXTERIOR: RESAWN DOUGLAS FIR, NO KNOTS, STAIN GRADE.

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SPECIFICATIONS

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