

DIVISION 1 - GENERAL CONDITIONS

A) CONSTRUCTION OBSERVATION SERVICES

1.) DIRECT CONSTRUCTION OBSERVATIONS AND REVIEW OF THE CONTRACTORS PERFORMANCE IS NOT INCLUDED AS PART OF THE ARCHITECTS BASIC SERVICES. IT IS UNDERSTOOD THAT SUCH RESPONSIBILITIES WILL BE ASSUMED BY OTHERS. UNLESS DESIGN GROUP AVAILS ITSELF TO THE CLIENT, CONTRACTOR AND OTHER PARTIES AS NECESSARY (VIA TELEPHONE, FAX AND E-MAIL) IN ORDER TO ASSIST IN PROVIDING CLARIFICATIONS OR RESOLVING ISSUES AND PROBLEMS

B) EXAMINATION

1. DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLEMENTARY. SPECIFIC INFORMATION MAY BE FOUND IN EITHER OR BOTH.
2. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED, AS A CONDITION OF THE CONTRACT, TO ACQUAINT HIMSELF WITH THE ARTICLES CONTAINED IN THE GENERAL NOTES, AND TO NOTIFY AND APPRISE ALL SUBCONTRACTORS AND ALL OTHER PARTIES OF THE CONTRACT OF, AND BIND THEM TO ITS CONDITIONS.
3. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN PARTITION LOCATIONS, DIMENSIONS AND TYPES, DOOR AND WINDOW LOCATIONS. SHALL BE AS SHOWN ON CONSTRUCTION PLAN, IN CASE OF CONFLICT, NOTIFY DESIGNER/ARCHITECT FOR WRITTEN CLARIFICATION PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. THE DESIGNER/ARCHITECT SHALL BE IMMEDIATELY NOTIFIED OF ANY APPARENT CONFLICTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DRAWINGS; ANY APPARENT MISAPPLICATION OF ANY PRODUCT, SYSTEM OR ASSEMBLY FOR THE INTENDED USE, OR ANY DISCOVERED EXISTING CONDITIONS THAT ARE CONTRARY TO THE CONDITIONS INDICATED IN THE CONSTRUCTION DRAWINGS. THE DESIGNER/ARCHITECT SHALL PROVIDE INTERPRETATION AND CLARIFICATION AND, IF REQUIRED, MAKE APPROPRIATE REVISIONS TO THE CONSTRUCTION DRAWINGS. FAILURE TO NOTIFY THE DESIGNER/ARCHITECT PRIOR TO PROCEEDING WITH RELATED WORK WILL RESULT IN THE CONTRACTOR CORRECTING SUCH ITEMS AT THE CONTRACTORS EXPENSE.
5. THE CONSTRUCTION DRAWINGS ARE GENERAL DIAGRAMMATIC REPRESENTATIONS OF THE WORK, AND DO NOT INDICATE OR SPECIFY IN DETAIL EVERY CONDITION AND COMPONENT OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT, FABRICATE ALL ASSEMBLIES AND INSTALL ALL EQUIPMENT AND SYSTEMS TO PRODUCE A COMPLETE, INTEGRATED AND FULLY FUNCTIONAL WORK PRODUCT IN ACCORDANCE WITH ALL MATERIAL AND EQUIPMENT MANUFACTURERS REQUIREMENTS, INDUSTRY STANDARDS AND FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS.
6. PRIOR TO ACCEPTANCE OF SUB-CONTRACTOR BID AND COMMENCEMENT OF CONSTRUCTION, GENERAL CONTRACTOR TO PROVIDE ACCESS TO A FULL SET OF CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL VERIFY THAT DRAWINGS ARE THE LATEST ISSUE PRIOR TO COMMENCING CONSTRUCTION, & SHALL MAINTAIN ONE COPY AT THE SITE, INCLUDING ALL ADDENDA, CHANGE ORDERS & FIELD CHANGES.
8. GENERAL CONTRACTOR SHALL VISIT PROPOSED JOB SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS & LOCATIONS OF UTILITIES. FAILURE OF GENERAL CONTRACTOR TO VISIT JOB SITE PRIOR TO BIDDING WILL RESULT IN FOREFEITURE OF EXTRA COMPENSATION FOR TIME AND MONEY.
9. THE GENERAL CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES TO VERIFY ALL ELEVATIONS, SIZES, LOCATIONS AND CONNECTION POINTS FOR ALL UTILITIES AFFECTED BY THIS PROJECT. THE GENERAL CONTRACTOR SHALL COORDINATE AND OBTAIN ALL APPLICATIONS FOR, AND ENSURE ALL UTILITIES ARE TURNED ON PRIOR TO COMPLETION OF WORK.

C) USE / OWNERSHIP OF DRAWINGS

1. THE ARCHITECT & THE ARCHITECTS CONSULTANTS SHALL BE DEEMED THE AUTHORS & OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE, INCLUDING THE DRAWINGS AND SPECIFICATIONS, & WILL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.

D) CONTRACTS

1. THE LATEST EDITION OF THE 'GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION', AIA 201, PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS, ARE HEREBY MADE PART OF THESE DRAWINGS AND SPECIFICATIONS.

E) INSURANCE

1. ALL CONTRACTORS (GENERAL AND SUBCONTRACTORS) SHALL COMPLY WITH THE REQUIREMENTS FOR INSURANCE BONDS AND WAIVERS OF LIEN, AS OUTLINED IN THE 'GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION', AIA 201, PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS.
2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, ARCHITECTS CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM & AGAINST CLAIMS / DAMAGES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

F) STANDARDS AND CODES

1. GIVE ALL NOTICES AND COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, PROMPTLY NOTIFY THE DESIGNER/ARCHITECT. NECESSARY CHANGES SHALL BE MADE IN ACCORDANCE WITH THE GENERAL CONDITIONS.
2. THE CONTRACTOR SHALL FILE, OBTAIN AND PAY FEES FOR BUILDING DEPARTMENT AND ALL OTHER AGENCY APPROVALS AND PERMITS, CONTROLLED INSPECTIONS, AND FINAL WRITE-OFFS FOR PROJECT COMPLETION. COPIES OF TRANSACTIONS ARE TO BE FORWARDED TO THE PROJECT MANAGER.
3. IF THE CONTRACTOR KNOWINGLY PERFORMS ANY WORK WHICH IS CONTRARY TO SUCH LAWS, ORDINANCES, CODES, RULES AND REGULATIONS, HE SHALL PROMPTLY MAKE CHANGES AS REQUIRED TO COMPLY THEREWITH AND BEAR ALL COSTS ARISING THEREFROM.
4. CONFLICTS: IN CASE OF CONFLICTS IN THE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.
5. WHERE CODES OR REGULATIONS, OTHER THAN THOSE LISTED IN THIS SECTION, ARE REFERRED TO IN VARIOUS SECTIONS OF THE DOCUMENTS, IT SHALL BE UNDERSTOOD THAT THEY APPLY TO THIS WORK AS FULLY AS IF CITED HEREIN.
6. LOADS AND CODE RESTRICTIONS FOR ALL DESIGN CONSIDERATIONS SHALL CONFORM TO LOCAL, STATE AND ALL GOVERNING CODES.
7. THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS NECESSARY TO OBTAIN CERTIFICATE OF OCCUPANCY.
8. THE CONTRACTOR SHALL MAINTAIN FOR THE ENTIRE LENGTH OF HIS CONTRACT, EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES, AND ALARMS TO CONFORM TO LOCAL BUILDING CODE REQUIREMENTS AND LANDLORD REQUIREMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTION AND/OR MISALIGNMENT IN ACCORDANCE WITH APPLICABLE CODES, STANDARDS AND GOOD PRACTICE.
10. WORK AND/OR CONSTRUCTION OPERATIONS SHALL NOT UNDERMINE THE STRUCTURAL INTEGRITY OF THE BUILDING.
11. ALL COMBUSTIBLE MATERIALS SHALL MEET APPLICABLE CODES. WOOD SHALL BE FIRE RETARDANT TREATED WHERE REQUIRED BY LOCAL BUILDING CODES.
12. THE CONTRACTOR SHALL PROVIDE BACK FLOW DEVICES AS REQUIRED BY LOCAL, STATE AND FEDERAL CODES.

G) LAYOUT OF WORK

1. EXERCISE PROPER PRECAUTIONS TO VERIFY ALL EXISTING CONDITIONS AND LAYOUT OF WORK. CONTRACTOR IS RESPONSIBLE FOR ANY ERROR RESULTING FROM FAILURE TO EXERCISE SUCH PRECAUTIONS. ANY SUCH ERROR WILL NOT BE CONSIDERED AS A BASIS FOR EXTRA COMPENSATION.
2. CONTRACTOR SHALL PROMPTLY NOTIFY ARCHITECT IF SUBSURFACE OR OTHERWISE CONCEALED PHYSICAL CONDITIONS DIFFER MATERIALLY FROM THOSE INDICATED IN THE CONTRACT DOCUMENTS, OR DIFFER FROM THOSE CONDITIONS ORDINARILY FOUND TO EXIST & GENERALLY RECOGNIZED AS INHERENT IN CONSTRUCTION ACTIVITIES OF THIS NATURE.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR LAY OUT OF ALL WORK AND IS RESPONSIBLE FOR ALL LINES AND MEASUREMENTS OF THE BUILDING, UTILITIES, AND OTHER WORK EXECUTED UNDER THE CONTRACT, & SHALL ENSURE THAT THE WORK PERFORMED COMPLIES WITH APPROVED DRAWINGS.

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4. PARTITIONS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE, UNLESS OTHERWISE NOTED. DIMENSIONS MARKED 'CLEAR' SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES INCLUDING TILE, FRP, ETC. DIMENSIONS MARKED 'CLEAR' ARE TO BE WITHIN 1/8" ALONG FULL HEIGHT AND FULL WIDTH OF WALLS.
5. ALL ROUGH OPENINGS AND DIMENSIONS LABELLED 'HOLD' ARE CRITICAL AND ARE NOT TO BE ADJUSTED WITHOUT WRITTEN CONSENT OF ARCHITECT / DESIGNER.
6. ALL WALL FLOOR PLATES ARE TO BE LOCATED AND POSITIONING CONFIRMED WITH FLOOR PLAN PRIOR TO DRYWALL INSTALLATION.
7. DIMENSIONS ARE AS FOLLOWS, UNLESS OTHERWISE NOTED:
- TO INSIDE FACE OF JAMB AT DOORS & OTHER OPENINGS
- TO TOP OF FINISHED FLOORS
- TO BOTTOM OF FINISHED CEILINGS
- TO INSIDE FACE OF FINISHED MILLWORK
8. CONTRACTOR SHALL INSTALL PORTABLE FIRE EXTINGUISHERS (TYPE 2A IBC) PER IFC SECTION 906.
9. FOR BUILT-IN WORK SURROUNDED BY PARTITIONS, INCLUDING BUT NOT LIMITED TO APPLIANCES AND FURNISHINGS, CONTRACTOR SHALL CONFIRM THAT FLOOR SLAB DOES NOT VARY BY MORE THAN 1/4" IN 20'-0" AND FINISH TO CUTTING OF THIS TOLERANCE IS NOT EXCEEDED.
10. NEW GYPSUM BOARD CONSTRUCTION ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, UNLESS OTHERWISE NOTED.
11. DIMENSIONS KNOWN AS V.I.F. SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD BY LAYING OUT THE PARTITIONS. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AND ARCHITECT OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
12. THE ARCHITECT AND HIS CONSULTANTS WILL NOT HAVE CONTROL OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTORS FAILURE TO PERFORM THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTRUCTION DRAWINGS OR CONTRACT, OR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES OR ANY OTHER PERSONS OR ENTITIES PERFORMING PORTIONS OF THE WORK.
13. WORK NOT PARTICULARLY DETAILED, NOTED OR SPECIFIED, SHALL BE THE SAME AS SIMILAR PARTS THAT ARE DETAILED, NOTED OR SPECIFIED.
14. IN THE EVENT OF INCONSISTENCIES AMONG THE CONTRACT DOCUMENTS, THE DESIGNER/ARCHITECT SHALL INTERPRET THEM WHEN ASKED TO DO SO BY THE OWNER OR CONTRACTOR. THE DESIGNER/ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF SUCH INTERPRETATIONS MADE BY OTHERS.
15. THE GENERAL CHARACTER OF DETAIL WORK IS SHOWN ON THE CONTRACT DOCUMENTS. SUBSEQUENT CLARIFICATIONS MAY BE MADE BY ADDITIONAL LAYOUTS OR LARGE SCALE OR FULL SIZE DETAILS.
16. DRAWINGS AND DIAGRAMS FOR MECHANICAL AND ELECTRICAL WORK SHALL BE CONSIDERED AS DIAGRAMMATIC ONLY, NOT TO BE USED FOR ANY STRUCTURAL GUIDANCE OR PHYSICAL LAYOUT, IN CASE OF CONFLICT, UNLESS OTHERWISE NOTED, THE ARCHITECTURAL DRAWINGS SHOWING LOCATIONS FOR MECHANICAL AND ELECTRICAL ITEMS AND ACCESSORIES SHALL TAKE PRECEDENCE.
17. UNLESS OTHERWISE NOTED, IT IS THE INTENTION OF THE DRAWINGS AND SPECIFICATIONS FOR ALL WORK, EQUIPMENT, CASEWORK, MECHANICAL, ELECTRICAL AND SIMILAR DEVICES OF WHATEVER NATURE, TO BE NEW & FREE OF DEFECTS, AND BE COMPLETELY INSTALLED, HOOKED-UP, MADE OPERATIONAL AND FUNCTIONAL FOR THE PURPOSE INTENDED, AND THAT ALL COSTS FOR THIS BE INCLUDED IN THE CONTRACTORS PROPOSAL.
18. THE CONTRACTOR SHALL, IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, APPLY, INSTALL, CONNECT, ERECT, CLEAN AND/OR CONDITION MANUFACTURED ARTICLES, MATERIALS AND/OR EQUIPMENT PER MANUFACTURERS INSTRUCTIONS. IN CASE OF CONFLICT BETWEEN MANUFACTURERS INSTRUCTIONS AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT BEFORE PROCEEDING.
19. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WORK BY OUTSIDE VENDORS INCLUDING BUT NOT LIMITED TO, TELEPHONE, DATA, 'OWNERS FORCES' ITEMS. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS AND SHALL DO THE CUTTING, FITTING AND PATCHING REQUIRED TO RECEIVE THE WORK OF OTHERS AS SHOWN OR REASONABLY IMPLIED BY THE DRAWINGS AND SPECIFICATIONS.
20. ANY CHANGES IN THE SCOPE OF WORK INVOLVING A CHANGE IN THE CONSTRUCTION COST OR TIME SHALL BE APPROVED BY THE OWNER IN WRITING PRIOR TO THE CONTRACTOR COMMENCING WITH THE WORK SCOPE CHANGE.

H) REFLECTED CEILING PLAN NOTES

1. REFER TO MECHANICAL, ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR DESIGN OF THESE SYSTEMS (DUCT SIZES, CIRCUITING, ETC.) AND FOR ADDITIONAL REQUIREMENTS. LOCATIONS OF FIXTURES, REGISTERS, SWITCHES, ETC. SHALL BE AS SHOWN ON THE ARCHITECTURAL PLANS. NOTIFY ARCHITECT / DESIGNER OF ANY CONFLICTS PRIOR TO COMMENCING CONSTRUCTION.
2. VERIFY FIELD CONDITIONS AND LOCATIONS OF ALL PLUMBING AND STRUCTURAL ELEMENTS AND OTHER APPLICABLE ITEMS. NOTIFY ARCHITECT / DESIGNER OF INADEQUATE CLEARANCES FOR CEILING LAYOUT.
3. ALL REGISTERS, SPRINKLER HEADS AND LIGHTING FIXTURES SHALL OCCUR WITHIN GRID LINES. INCANDESCENT FIXTURES OR OTHER ELEMENTS SHALL BE LOCATED AT THE CENTER OF ACOUSTICAL TILES UNLESS NOTED OTHERWISE.
4. CUT-OUTS AT FIXTURES IN LAY-IN CEILINGS SHALL BE PREGISE WITH NO GAPS, CHIPS OR IRREGULARITIES.
5. CEILING GRID SHALL BE LEVEL WITHIN A TOLERANCE OF 1/8" IN A SPAN OF 10'-0".
6. LAY-IN LIGHTING FIXTURES SHALL NOT RELY ON THE CEILING SYSTEM ALONE FOR SUPPORT. LAY-IN LIGHTING FIXTURES SHALL BE SUPPORTED FROM THE STRUCTURE BY NO LESS THAN TWO HANGER WIRES AND SECURED TO THE CEILING GRID SYSTEM WITH THE APPROPRIATE ATTACHMENT HARDWARE.
7. THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED ACCESSORIES, OPTIONS, MOUNTING HARDWARE AND FIELD FABRICATION REQUIRED TO PROPERLY ADAPT THE FIXTURES TO THE SPECIFIC APPLICATIONS.
8. ELECTRICAL CONTRACTOR SHALL CLEARLY LABEL PANEL BOARD CIRCUITING AS TO OPERATION.
9. ALL ELECTRICAL DEVICES SHALL BEAR THE U.L. LABEL.
10. ALL ELECTRICAL WORK SHALL FOLLOW ALL APPLICABLE NATIONAL, STATE & LOCAL CODES, REGULATIONS AND LAWS.
11. REFER TO LIGHT FIXTURE SCHEDULE FOR FINISH OF LIGHT FIXTURE TRIM.
12. WHERE IF EXISTING CEILINGS ARE SCHEDULED TO REMAIN & ARE DAMAGED OR OTHERWISE MODIFIED TO ACCOMMODATE THE NEW LAYOUT, THE G.C. SHALL PATCH, REPAIR OR RESTORE AS REQUIRED TO 'LIKE-NEW' CONDITION.
13. IF ANY LIGHTS ARE SPECIFIED IN A LOCATION EXPOSED TO THE WEATHER, ELECTRICAL CONTRACTOR SHALL OBTAIN A SIMILAR FIXTURE RATED FOR EXTERIOR APPLICATION.
14. IF EXISTING MECHANICAL AND FIRE PROTECTION SYSTEMS ARE PRESENT, CONTRACTOR SHALL REWORK THE SYSTEMS TO ACCOMMODATE THE NEW CEILING AND WALL LAYOUTS.
15. USE OF THE ABOVE CEILING PLENUM AREA AS A RETURN AIR SYSTEM IS NOT ACCEPTABLE. RETURN AIR SHALL BE DUCTED TO THE CEILING.
16. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TESTING AND BALANCING OF ANY REWORKED MECHANICAL SYSTEM.

I) OWNER FURNISHED ITEMS

1. PRODUCTS TO BE FURNISHED AND PAID FOR BY THE OWNER AND INSTALLED BY THE CONTRACTOR ARE INDICATED AS 'OWNER SUPPLIED' IN THE EQUIPMENT SCHEDULE.
2. OWNERS RESPONSIBILITIES FOR OWNER FURNISHED PRODUCTS:
- NOTIFY CONTRACTOR WITH PRODUCT LITERATURE, OWNER REVIEWED.
- PRODUCT DATA AND SAMPLES.
- PAY FOR PRODUCT DELIVERY TO SITE.
- REVIEW DAMAGED PRODUCTS WITH CONTRACTOR PROMPTLY.
- SUBMIT CLAIMS FOR DAMAGE. REPLACE DAMAGED, DEFECTIVE OR DEFICIENT ITEMS.
- ARRANGE FOR MANUFACTURERS WARRANTIES, INSPECTIONS AND SERVICE.
3. CONTRACTORS RESPONSIBILITIES FOR OWNER FURNISHED PRODUCTS:
- REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLES TO ADEQUATELY ACQUAINT HIMSELF WITH THE SCOPE OF WORK.
- REVIEW THE ORDER; SCHEDULE THE DELIVERY; RECEIVE, UNLOAD AND STORE PRODUCTS AT SITE.
- INSPECT FOR COMPLETE OR DAMAGE. IF ITEMS ARE DAMAGED, GENERAL CONTRACTOR TO NOTIFY PROJECT MANAGER AND OWNER.

J) ALTERATIONS (IF APPLICABLE)

1. ARRANGE WITH LANDLORD/OWNER A CONVENIENT TIME TO PERFORM ALL WORK AND INSTALL TEMPORARY PROTECTED MEANS OF EGRESS FROM REQUIRED EXITS, INCLUDING TEMPORARY LIGHTING AND SAFETY DEVICES IN ACCORDANCE WITH GOVERNING STATE AND LOCAL CODE AND BUILDING MANAGEMENT REQUIREMENTS.
2. THE CONTRACTOR SHALL REMOVE, REPAIR, RESTORE AND REPLACE ANY WORK NECESSARY OR INDICATED ON THE DRAWINGS. CUT ALL NECESSARY OPENINGS AND REPAIR AFTER CUTTING WHERE NECESSARY. ALL PROTRUSIONS, MARKS, CRACKS, OR OTHER EVIDENCE OF A DEFICIENT OR DAMAGED CONDITION SHALL BE ELIMINATED UNLESS SPECIFICALLY NOTED OTHERWISE. ANY ITEMS WHICH ARE SPLIT, CRACKED, CHIPPED, SPALLED, BROKEN, MISSING, OUT OF ALIGNMENT OR ADJUSTMENT, MECHANICALLY OR STRUCTURALLY UNSAFE OR UNSOUND, BENT, TORN, OR OTHERWISE DEFICIENT OR DAMAGED IN ANY MANNER SHALL BE REMOVED, REPLACED, RESTORED OR SATISFACTORILY REPAIRED AS DIRECTED BY THE OWNERS REPRESENTATIVE.

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3. PERFORM DEMOLITION WORK AND SUCH SPRINKLER WORK, CONCRETE SAW CUTTING, PAINTING AND SIMILAR WORK CAUSING EXCESSIVE NOISE, DUST OR ODORS DISTURBING BUILDING OCCUPANTS, OR ANY WORK DISRUPTING TENANTS OR PUBLIC TRAFFIC WITHIN THE BUILDING, AFTER HOURS OR AT TIMES AND IN SUCH MANNER AS OTHERWISE APPROVED BY LANDLORD / OWNER.

K) HAZARDOUS MATERIALS

1. ASBESTOS AND HAZARDOUS WASTE EXCLUSION: THE ARCHITECT HEREBY STATES, AND THE OWNER ACKNOWLEDGES, THAT THE ARCHITECT HAS NO PROFESSIONAL LIABILITY OR OTHER INSURANCE (AND IS UNABLE TO REASONABLY OBTAIN SUCH INSURANCE) FOR CLAIMS ARISING OUT OF THE PERFORMANCE OF OR THE FAILURE TO PERFORM PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, THE PREPARATION OF REPORTS, DESIGNS, DRAWINGS, AND SPECIFICATIONS, AND RELATED TO THE INVESTIGATION DETECTION OF HAZARDOUS MATERIALS ON THE SITE.
2. IF THE GENERAL CONTRACTOR ENCOUNTERS HAZARDOUS MATERIALS, & IF REASONABLE PRECAUTIONS WILL BE INADEQUATE TO PREVENT FORESEEABLE BODILY INJURY OR DEATH TO PERSONS RESULTING FROM A MATERIAL OR SUBSTANCE ENCOUNTERED ON THE SITE, THE GENERAL CONTRACTOR SHALL, UPON RECORDING THE SUBSTATION, IMMEDIATELY STOP WORK IN THE AFFECTED AREA & REPORT THE CONDITION TO THE OWNER IN WRITING.

L) CONTRACTOR USE OF PREMISES

1. CONSTRUCTION OPERATIONS: LIMITED TO AREAS NOTED ON DRAWINGS.
2. TIME RESTRICTIONS FOR PERFORMING WORK: VERIFY WITH LANDLORD/OWNER & LOCAL CODES.
3. UTILITY OUTAGES AND SHUTDOWN SHALL BE COORDINATED WITH THE LANDLORD/OWNER.
4. AT ALL TIMES CONDUCT OPERATIONS TO INSURE THE LEAST INCONVENIENCE TO THE GENERAL PUBLIC. COMPLY WITH APPLICABLE CODES AND ORDINANCES FOR SAFETY.
5. ASSUME FULL RESPONSIBILITY FOR THE PROTECTION AND SAFEKEEPING OF PRODUCTS STORED ON THE SITE UNDER THIS CONTRACT.
6. COORDINATE USE OF PREMISES FOR WORK & STORAGE WITH THE LANDLORD/OWNER, & TO AREAS PERMITTED BY APPLICABLE LAWS, STATUTES, ORDINANCES & CODES.
7. LIMIT USE OF SITE FOR WORK AND STORAGE TO AREAS DESIGNATED UNLESS SPECIFIC ADDITIONAL AREAS ARE ALLOWED IN WRITING BY THE LANDLORD/OWNER.
8. IN THE EVENT OF DAMAGES TO MATERIALS / WORK, GENERAL CONTRACTOR OR RESPONSIBLE SUBCONTRACTORS SHALL IMMEDIATELY MAKE ALL REPAIRS AND REPLACEMENTS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
9. TEMPORARY FACILITIES FOR THE WORKERS SHALL BE FURNISHED, INSTALLED AND MAINTAINED BY THE GENERAL CONTRACTOR, IF 'CONTRACTOR-USE' FACILITIES DO NOT EXIST ON SITE. PERMANENT TOILETS INSTALLED ON THE PROJECT SHALL NOT BE USED DURING CONSTRUCTION OF THE PROJECT. ALL SUCH FACILITIES AND SERVICES SHALL BE FURNISHED IN STRICT ACCORDANCE WITH EXISTING GOVERNING HEALTH REGULATIONS.

M) TEMPORARY JOB SITE SIGN

1. GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL A TEMPORARY JOB SITE SIGN LOCATED AS DIRECTED BY ARCHITECT. SIGN SHALL BE PREPARED BY A PROFESSIONAL SIGN COMPANY, WITH SPECIFICATIONS / LAYOUT TO BE PROVIDED BY ARCHITECT.

N) FINISH NOTES

1. ENSURE THAT SURFACE TO RECEIVE FINISHES ARE CLEAN, TRUE AND FREE OF IRREGULARITIES AND ARE ACCEPTABLE TO RECEIVE NEW FINISHES. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. COMMENCEMENT OF WORK SHALL INDICATE INSTALLERS ACCEPTANCE OF SUBSTRATE.
2. ALL CODE-REQUIRED LABELS SUCH AS 'UL', FACTORY MUTUAL OR ANY EQUIPMENT IDENTIFICATION, PERFORMANCE RATING, NAME OR NOMENCLATURE PLATES SHALL REMAIN READABLE AND NOT PAINTED.
3. THE CONTRACTOR SHALL PATCH SURFACES AS NECESSARY TO MATCH ADJACENT IN A MANNER SUITABLE TO RECEIVE FINISHES.
4. ALL MATERIALS AND FINISHES INDICATED ON DRAWINGS SHALL BE NEW AND UNUSED.
5. ANY SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO FABRICATION OR PURCHASING.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY ARRIVAL OF ALL SPECIFIED FINISH MATERIALS, EQUIPMENT, LIGHT FIXTURES, AND ANY OTHER MATERIALS TO BE UTILIZED IN THE PROJECT. THE G.C. SHALL NOTIFY THE ARCHITECT / DESIGNER IN WRITING WITHIN 10 DAYS OF DATE OF CONTRACT OF THOSE ITEMS SPECIFIED THAT ARE NOT READILY AVAILABLE. IF NOTIFICATION IS NOT RECEIVED, THE G.C. ACCEPTS RESPONSIBILITY FOR THE PROPER ORDERING AND FOLLOW-UP OF SPECIFIED ITEMS SO AS NOT TO CREATE A HARDSHIP ON THE OWNER, AND NOT TO DELAY PROGRESS OF THE WORK. NO EXTENSION OF TIME TO THE CONTRACT WILL BE ALLOWED FOR G.C.'S INABILITY TO SECURE SPECIFIED ITEMS.
7. COORDINATE WITH OWNERS REPRESENTATIVE FOR DELIVERY AND PLACEMENT OF OWNER SUPPLIED ITEMS AND FURNISHINGS.
8. REFER TO FINISH SCHEDULE FOR SPECIFIED FINISHES.
9. ALL DOOR AND WINDOW FRAMES SHALL BE CALKED AROUND ENTIRE PERIMETER.
10. GENERAL CONTRACTOR SHALL CAULK BETWEEN BASE AND FLOOR WITH CLEAR SILICONE SEALANT.
11. GENERAL CONTRACTOR SHALL TAPE AND BED ALL WALLS FOR A SMOOTH PAINTED FINISH.

O) GENERAL CLEANING

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL TRASH REMOVAL, INCLUDING TRASH MADE BY ALL OTHER TRADES, AND SHALL KEEP THE SPACE CLEAN AND CLEAR OF REFUSE AT ALL TIMES. AT COMPLETION OF PROJECT, GENERAL CONTRACTOR SHALL REMOVE ALL CONTRACTORS TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY & SURPLUS MATERIALS FROM THE JOB SITE, & SHALL MAKE SPACE READY FOR THE OWNER / TENANT TO MOVE IN AT TIME OF SUBSTANTIAL COMPLETION.

P) ACCESSIBILITY

1. NOTE: FOLLOWING ARE ADA GUIDELINES AND FOR GENERAL CONTRACTOR INFORMATION ONLY. LISTED ITEMS DO NOT REPLACE OR AMEND FEDERAL, STATE OR LOCAL CODES. IN CASE OF CONFLICT IN THE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.
2. ALL EXTERIOR DOORS SHALL HAVE A 24" CLEAR HORIZONTAL OPEN SURFACE/AREA AT THE STRIKESIDE/PUSSHIDE OF DOORS. ALL INTERIOR DOORS SHALL HAVE 18" CLEAR AT THE STRIKESIDE/PUSSHIDE OF DOORS. PROVIDE 12" CLEAR HORIZONTAL SURFACE ON THE PUSH SIDE/STRIKE OF ALL DOORS. ALL LOCKSETS SHALL HAVE A LEVER HANDLE UNLESS NOTED OTHERWISE & SHALL OPEN FROM INSIDE OF THE SPACE WITH ONE MOTION AND REQUIRE NO SPECIAL KNOWLEDGE OR EFFORT. THUMBURNS OR SEPERATE DEADBOLTS ARE NOT ALLOWED ON EGRESS DOORS.
3. THRESHOLDS SHALL NOT EXCEED 1/2" IN HEIGHT AND SHALL HAVE A SLOPE NO GREATER THAN 1:2.
4. ALL EMERGENCY EXITING ALARM AND SIGNAGE TO COMPLY WITH FEDERAL, STATE AND MUNICIPAL CODES FOR ACCESSIBILITY.
5. GENERAL CONTRACTOR SHALL ALLOW FOR APPLIED FINISH DIMENSIONS IN ADDITION TO STANDARD CONSTRUCTION TOLERANCES IN ACHIEVING ALL ACCESSIBILITY CLEARANCES PER DRAWINGS AND/OR ADA GUIDELINES.
6. EMERGENCY WARNING SYSTEMS SHALL COMPLY WITH ADA REQUIREMENTS FOR THE HEARING IMPAIRED. VISUAL WARNING STROBE LIGHTS TO BE DESIGNED TO HAVE A FREQUENCY OF NOT MORE THAN 60 FLASHES PER MINUTE.
7. REFER TO TOILET ROOM ELEVATIONS FOR ACCESSIBILITY REQUIREMENTS / MOUNTING HEIGHTS.
8. WATER CLOSET AND URINAL FLUSH VALVE CONTROLS, & FAUCET AND OPERATING MECHANISM CONTROLS SHALL BE OPERABLE WITH ONE HAND, SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST, AND SHALL BE MOUNTED NO MORE THAN 44" ABOVE THE FLOOR.
9. THE FORCE REQUIRED TO ACTIVATE WATER CLOSET AND URINAL FLUSH VALVE CONTROLS, & FAUCET AND OPERATING MECHANISM CONTROLS SHALL BE NO GREATER THAN 5 LBS.
10. SELF-CLOSING FAUCET CONTROL VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS.
11. REFER TO ACCESSIBILITY DETAILS IN PLANS FOR TYPICAL ACCESSIBILITY GUIDELINES.

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Q) PUNCH LIST / CLOSE-OUT

1. UPON NOTIFICATION BY THE GENERAL CONTRACTOR THAT THE WORK IS SUBSTANTIALLY COMPLETE, THE OWNERS REPRESENTATIVE SHALL PREPARE A PUNCH LIST OF THE PROJECT AND THE GENERAL CONTRACTOR SHALL MAKE GOOD ALL PUNCH LIST ITEMS TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE PRIOR TO FINAL PAYMENT.

R) RECORD DRAWINGS / WARRANTIES

1. THE CONTRACTOR SHALL LEAVE A COPY OF REDLINED AS-BUILT DRAWINGS AT THE STORE NOTING ALL REVISIONS OF WORK UPON COMPLETION OF CONSTRUCTION. DRAWINGS SHALL BE PLACED IN A 36" LONG 4" PVC PIPE WITH A CAP. PVC PIPE SHALL BE ATTACHED TO WALL AT LOCATION AS SPECIFIED BY THE PROJECT MANAGER.
2. UPON COMPLETION OF THE WORK AND BEFORE FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL SECURE AND DELIVER TO THE OWNER ALL GUARANTEES AND/OR WARRANTIES ON ALL EQUIPMENT SUPPLIED AND/OR INSTALLED BY THE CONTRACTOR AND HIS SUB-CONTRACTORS, AND ALL OPERATIONS / MAINTENANCE MANUALS.

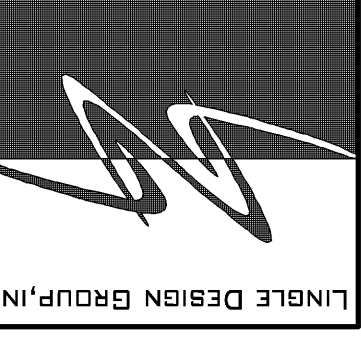
S) GUARANTEE

1. THE GENERAL CONTRACTOR SHALL GUARANTEE IN WRITING ALL MATERIALS & LABOR FOR ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER, AND WILL, AT HIS OWN COST, REPAIR OR REPLACE ALL WORK OR DAMAGES CAUSED BY THE WORK WHICH BECOMES DEFECTIVE DURING THE TERM OF THE GUARANTEE. THE TERM OF THE GUARANTEE MAY BE MODIFIED OR EXTENDED BY THE OWNER / CONTRACTOR AGREEMENT.

T) DEFINITIONS

1. 'FURNISH' - SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION AND SIMILAR OPERATIONS.
2. 'INSTALL' - OPERATIONS AT THE PROJECT SITE INCLUDING THE ACTUAL UNLOADING, UNPACKING, ASSEMBLY, ERECTING, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING AND SIMILAR OPERATIONS.
3. 'PROVIDE' - FURNISH AND INSTALL, COMPLETE AND READY FOR INTENDED USE.
4. 'OWNER SUPPLIED' - SUPPLIED BY TENANT.

LINGLEDISIGNGROUP, INC
158 WEST MAIN STREET
LENA, IL 61048
PHONE: 815-369-9155
FAX: 815-369-4495
WWW.LINGLEDISIGN.COM



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FIVE GUYS
BURGERS and FRIES
425 FORE STREET
PORTLAND, MAINE 04101-4396

Table with 2 columns: REVISIONS #, DESCRIPTION: ISSUED FOR PERMIT

Table with 2 columns: PROJECT NUMBER: 10-1033, DRAWN BY: SRM, CHECKED BY: BVE

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: G002