ARTICLE 21 - CONTRACTOR'S WARRANTIES (continued)

- 2. CONTRACTOR AGREES TO MEET WITH TIM HORTONS AND THE CONSTRUCTION MANAGER, AT LEAST FIFTEEN (15) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ONE (1) YEAR FROM THE DATE OF THE COMMENCEMENT OF ONE-YEAR WARRANTY PERIOD FOR A WARRANTY INSPECTION OF THE WORK. ALL WARRANTY DEFICIENCIES SHALL BE NOTED AND THE LIST OF DEFICIENCIES SHALL BE GIVEN TO CONTRACTOR. CONTRACTOR AGREES TO CORRECT ALL SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE MEETING, IF THE DEFICIENCIES ARE NOT TIMELY CORRECTED, TIM HORTONS MAY HIRE AN INDEPENDENT CONTRACTOR TO DO THE WORK AND SHALL BE REIMBURSED PROMPTLY BY THE CONTRACTOR.
- 3. IF ANY ITEM CANNOT, WITH REASONABLE DILIGENCE, BE CORRECTED WITHIN THIRTY (30) DAYS, CONTRACTOR AGREES TO SET FORTH IN WRITING A REASONABLE SCHEDULE FOR COMPLETION OF THE WORK, IF THE SCHEDULE IS NOT MET, TIM HORTONS MAY IMMEDIATELY UPON NOTICE TO CONTRACTOR, COMPLETE THE WORK AND BE ENTITLED TO PROMPT REIMBURSEMENT FROM CONTRACTOR.
- 4. NO ACT OR OMISSION OF TIM HORTONS SHALL RELIEVE CONTRACTOR OF CONTRACTOR'S RESPONSIBILITY TO DEFICIENT WORKMANSHIP AND MATERIALS
- FOR THE SUBCONTRACTORS
 RESPONSIBLE FOR THE ITEMS LISTED BELOW TO EXECUTE AND
 DELIVER TO TIM HORTONS UPON COMPLETION OF THE WORK A
 WRITTEN WARRANTY (REASONABLY SATISFACTORY TO TIM HORTONS)
 COVERING ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.
 SUCH WARRANTY SHALL BE FOR A PERIOD OF ONE (1) YEAR.
 UNLESS A WARRANTY FOR A LONGER PERIOD OF TIME IS
 REQUIRED UNDER THE SPECIFICATIONS TO THE CONTRACT.
 ALL WARRANTIES INCLUDED IN OR AS PART OF THE RESTAURANT
 AND SUPPLIED TO CONTRACTOR SHALL BE ASSIGNED TO TIM HORTONS
 THOSE SUBCONTRACTORS REQUIRED TO SUPPLY WARRANTIES TO
 TIM HORTONS INCLUDING, BUT MAY NOT BE LIMITED TO ELECTRICIANS,
 PLUMBERS, PAVERS, ROOFERS, INSULATORS, AND HVAC SUPPLIERS
 AND MATERIALS.
- 6. CONTRACTOR AGREES TO USE ONLY THOSE SUBCONTRACTORS AND MATERIAL SUPPLIERS APPROVED BY TIM HORTONS AND SHOWN ON PLANS UNLESS A CHANGE IS FIRST APPROVED BY TIM HORTONS. IN THE EVENT OF AN EMERGENCY, CONTRACTOR MAY, IN CONTRACTORS GOOD FAITH DISCRETION, SUBSTITUTE A SUBCONTRACTOR OR MATERIAL SUPPLIER AND SHALL NOTIFY TIM HORTONS, AND THE CONSTRUCTION MANAGER OF SUCH CHANGE IN WRITING WITHIN THREE (3) DAYS.

ARTICLE 22 - NOTICES

ALL NOTICES TO BE DELIVERED UNDER THIS CONTRACT SHALL BE IN WRITING, SIGNED BY THE PARTIES SERVING SAME AND DELIVERED PERSONALLY OR BY REGISTERED OR CERTIFIED U.S. MAIL POSTAGE PREPAID, OR BY REPUTABLE PRIVATE DELIVERY SERVICE POSTAGE PREPAID AND PROVIDING A RECEIPT TO SENDER, EACH SUCH NOTICE SHALL BE DEEMED DELIVERED UPON ACTUAL DELIVERY OR REFUSAL OR FORTY-EIGHT (48) HOURS AFTER MAILING WHICH EVER IS EARLIER AND TO THE PERTINENT ADDRESS AS SET FORTH BELOW.

NOTICES TO TIM HORTONS SHALL BE ADDRESSED AS FOLLOWS:

TIM DONUT U.S. LIMITED, INC. 4150 TULLER ROAD, SUITE 236 DUBLIN, OHIO 43017 ATTN: JOHN HOUCK

AND TO CONTRACTOR

FURTHER FORCE OR EFFECT.

ATTENTION: _____

THE TERMS OF THIS CONTRACT ARE SUBJECT TO TIM HORTONS OBTAINING ALL RIGHTS OF POSSESSION AS MAY BE REQUIRED TO LEGALLY PERFORM THE WORK AT THE PREMISES. IN THE EVENT TIM HORTONS IS UNABLE TO TIMELY OBTAIN SUCH POSSESSION, TIM HORTONS SHALL PROMPTLY NOTIFY CONTRACTOR OF SUCH INABILITY AND THIS CONTRACT SHALL BE NULL AND VOID AND OF NO

ARTICLE 24 - MISCELLANEOUS PROVISIONS

- 1. THIS CONTRACT IS NOT ASSIGNABLE WITHOUT PRIOR WRITTEN CONSENT OF TIM HORTONS, AND CONTRACTOR SHALL NOT FACTOR OR PLEDGE THIS CONTRACT.
- 2. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO TIM HORTONS IN THIS CONTRACT IS INTENDED TO BE EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY HEREIN OR BY LAW PROVIDED, BUT EACH SHALL BE CUMULATIVE AND IN ADDITION TO EVERY OTHER RIGHT OR REMEDY GIVEN HEREIN OR HEREAFTER EXISTING AT LAW OR IN EQUITY.
- 3. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CONTRACT AND THE DRAWINGS AND SPECIFICATIONS, THIS CONTRACT SHALL GOVERN.
- 4. In the event any provision of this contract is found to be invalid or unenforceable, the remainder of this contract shall continue in full force and effect.
- 5. THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WITH THE PREMISES IS LOCATED.
- 6. CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT CONTRACTOR DOES NOT AND WILL NOT DURING THE COURSE OF THE WORK DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BASED ON RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE, HANDICAP OR OTHER UNLAWFUL BASIS.
- 7. TIME IS OF THE ESSENCE OF THIS CONTRACT.
- 8. This contract is binding upon the parties, their heirs, successors and approved assignees.

ARTICLE 25 - LIQUIDATED DAMAGES

IN ADDITION TO THE DAMAGES TIM HORTONS MAY RECOVER FROM CONTRACTOR FOR CONTRACTOR'S UNEXCUSED DELAY IN SUBSTANTIALLY COMPLETING THE WORK ON OR BEFORE THE TIME FOR SUBSTANTIAL COMPLETION AS PROVIDED IN ARTICLE 4 ABOVE (OR AS EXTENDED IN WRITING BY TIM HORTONS). TIM HORTONS SHALL BE ENTITLED TO RECOVER LIQUIDATED DAMAGES FROM CONTRACTOR IN THE AMOUNT OF \$250.00 FOR EACH CALENDAR DAY THAT SUBSTANTIAL COMPLETION IS DELAYED. THE PARTIES AGREE THAT IT WOULD BE DIFFICULT TO ASSESS THE ACTUAL AMOUNT OF ADDITIONAL DAMAGES FOR SUCH DELAY, BUT THAT THE STATED AMOUNT IS A REASONABLE ESTIMATE OF SAME.

ARTICLE 26 - TIM HORTONS RIGHT TO AUDIT

TIM HORTONS SHALL HAVE THE RIGHT TO INSPECT, WITH CONTRACTOR'S ASSISTANCE
AND COOPERATION, CONTRACTOR'S BOOKS AND FINANCIAL RECORDS PERTAINING
DIRECTLY OR INDIRECTLY TO TIM HORTONS, THE WORK OR CONTRACTORS FINANCIAL
CONDITION, CONTRACTOR SHALL RETAIN SUCH RECORDS FOR A PERIOD OF THREE

(3) YEARS AFTER FINAL PAYMENT UNDER THIS CONTRACT.

IN WITNESS	WHEREOF, T	IM HOR	TONS	AND	CONT	RACTOR	THROU	IGH '	THEIR	DULY
AUTHORIZED) SIGNATOR	IES HAV	E EXE	CUTED	THIS	CONTRA	CT AS	SET	FORT	Н
BELOW.										

CONTRACTOR	tim hortons
BY:	BY:
TITLE:	TITLE:
DATE:	DATE:
	I A W DEDT

CONTRACTORS AFFIDAVIT

PURSUANT TO THE TERMS OF THE STIPULATED SUM CONSTRUCTION AGREEMENT DATED THIS _____ DAY OF _____, 200__ BETWEEN TIM DONUT U.S. LIMITED, INC. (TIM HORTONS) OF 4150 TULLER RD., SUITE 236, DUBLIN, OH 43017 AND _____ (CONTRACTOR) FOR THE CONSTRUCTION OR MODIFICATION OF A TIM HORTONS FACILITY LOCATED AT ______. THE UNDERSIGNED HEREBY AGREES TO ABIDE BY THE FOLLOWING RESTRICTIONS AND REQUIREMENTS.

- A. ALL LINE ITEM QUANTITIES, UNIT COSTS AND TOTAL COSTS ARE EXACTLY AS LISTED ON THE FINAL BID BREAKDOWN FORM AND CONTAIN NO HIDDEN COSTS, INCENTIVES, OR REBATES TO TIM HORTONS ITS EMPLOYEES, OR ITS SUPPLIERS.
- B. ALL INVOICES WILL REFLECT THE ACTUAL COST OF WORK IN PLACE BY SUBCONTRACTORS AND OVERHEAD, PROFIT AND EXTRAS ARE EXACTLY AS LISTED ON THE PAYMENT REQUEST FOR IN PLACE.
- C. NO INCENTIVES, INDUCEMENTS, TRIPS, KICKBACK OR MONETARY PAYMENTS
 OF ANY KIND HAVE BEEN OR WILL BE MADE TO TIM HORTONS OR ITS
 REPRESENTATIVES OR EMPLOYEES FOR THE CONTRACT AWARDED. ANY
 SERVICES PERFORMED SEPARATELY FOR A TIM HORTONS EMPLOYEE OR
 REPRESENTATIVE MUST BE DISCLOSED TO THE ENGINEERING DEPARTMENT
 IN WRITING AT THE TIME OF CONTRACT SIGNING.
- CASH, MERCHANDISE, AWARDS, TRIPS, OR CONSIDERATION OF ANY KIND TO ANY REPRESENTATIVE OR EMPLOYEE OF TIM HORTONS AS AN INCENTIVE OR AS A REQUIREMENT FOR THE AWARDING OF ANY CONTRACT OR PURCHASE RELATED TO THE ABOVE CONTRACT.

CONTRACTOR	
BY:	
TITLE:	
STATE OF:	
COUNTY OF:	
SWORN TO AND SUBSCRIBED BEFORE ME THIS	_ DAY OF,
200	

AMERICANS WITH DISABILITIES ACT (ADA) NEW CONSTRUCTION CHECKLIST

IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ASSURE THAT EACH OF THE FOLLOWING ITEMS IS ANSWERED POSITIVELY AND IN COMPLIANCE WITH ADA REGULATIONS AND TIM HORTONS PLANS AND SPECIFICATIONS.

ANY "NO" ANSWER SIGNALS A VIOLATION AND MUST BE CORRECTED AT THE CONTRACTOR'S EXPENSE PRIOR TO THEIR RECEIPT OF FINAL CONTRACT PAYMENT.

SITE PLAN COMPLIANCE

DISABLED PARKING SPACES

1.)	ARE THE REQUIRED NUMBER OF DISABLED SPACES PROVIDED AS PER THE BELOW CHART?	YES	NO
<u>TO</u>	TAL SPACES ACCESSIBLE 1 TO 25 1 SPACE 26 TO 50 2 SPACES 51 TO 75 3 SPACES 76 TO 100 4 SPACES 101 TO 150 5 SPACES 151 TO 200 6 SPACES		
2.)	ARE DISABLED PARKING SPACES A MINIMUM OF 96" WIDE?		
3.)	IS THERE A MINIMUM 96" WIDE ACCESS AISLE CENTERED BETWEEN TWO OF THE DISABLED PARKING SPACES? (OR ON THE PASSENGER SIDE IF ONLY ONE DISABLED PARKING SPACE IS REQUIRED)		
4.)	is there a minimum 60" wide access aisle on the passenger side of any additional disabled parking spaces?		
5.)	ARE THE DISABLED PARKING SPACES CLOSEST TO THE ACCESSIBLE ENTRANCE OR IN THE MOST LEVEL AREA OF THE PARKING LOT?		
6.)	IS EACH DISABLED PARKING SPACE MARKED WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY? ARE SIGNS MOUNTED AT EXACTLY 60' TO CENTERLINE OF THE SIGN?		
7.)	ARE THERE SIGNS READING "VAN ACCESSIBLE" AT THE DISABLED PARKING SPACES WITH A 96" WIDE ACCESS AISLE?		
RAI	MPS		
1.)	IS THE WIDTH OF THE TRAVELING SURFACE OF THE RAMP 36" MINIMUM? - IS THE TRAVELING SURFACE LEVEL WITH THE PARKING LOT? IF NOT, IS THE SLOPE OF THE TRAVELING SURFACE A MAXIMUM OF 1:12? (SLOPE IS GIVEN AS A RATIO OF HEIGHT TO LENGTH. 1:12 MEANS THAT FOR EVERY INCH OF CURB HEIGHT THE FLARED SIDE MUST PROVIDE 12 INCHES. EX.: A 6" CURB MUST HAVE 72" FLARED SIDES)		
2.)	IS THE SLOPE OF THE FLARED SIDES A MAXIMUM 1:12?		
3.)	IS THE CURB CUT RAMP LOCATED AT THE TOP OF THE ACCESS AISLE OF THE DISABLED PARKING SPACES?		
4.)	IF THE DISABLED PARKING SPACES ARE LOCATED ACROSS A VEHICULAR WAY, IS THERE A 36" MINIMUM STRIPED CROSSWALK LEADING FROM THE ACCESS AISLE TO THE CURB CUT RAMP?		

PAT	TH OF TRAVEL		10.) Is the side grab bar mounted on the nearest side wall in a horizontal position at 33' - 36' above the floor?		
1.)	IS THE ACCESSIBLE PATH OF TRAVEL AT LEAST 36' WIDE?		IS THE SIDE GRAB BAR AT LEAST 42" LONG, MOUNTED AT A		
2.)	CAN ALL OBJECTS PROTRUDING INTO THE PATH BE DETECTED BY A PERSON WITH A VISUAL DISABILITY USING A CANE?		MAXIMUM OF 12" FROM THE REAR WALL, AND EXTENDING 54" MINIMUM FROM THE REAR WALL?		
	(IN ORDER TO BE DETECTED USING A CANE, AN OBJECT MUST BE WITHIN 27' OF THE GROUND. OBJECTS HANGING OR MOUNTED OVERHEAD MUST BE HIGHER THAN 80' TO PROVIDE CLEAR HEAD ROOM. IT IS NOT NECESSARY TO REMOVE OBJECTS		is the rear grab bar mounted in a horizontal position at 33' - 36' above the floor?		
	THAT PROTRUDE LESS THAN 4' FROM THE WALL.)		IS THE REAR GRAB BAR A MINIMUM OF 36' LONG AND MOUNTED AT A MAXIMUM OF 6' FROM THE NEAREST SIDE WALL?		
3.)	DOES THE PATH OF TRAVEL MAINTAIN A CROSS SLOPE OF LESS THAN 2%?		DOES THE REAR GRAB BAR ALLOW SPACE FOR FINGER GRIPPING BELOW THE BOTTOM OF THE BAR AND THE TOILET TANK?		
4.)	ARE ALL AREAS OF SUDDEN ELEVATION ALONG THE ACCESSIBLE PATH LESS THAN 1/4'?		11.) IS THE DISTANCE FROM THE NEAREST SIDE WALL TO THE CENTERLINE OF THE TOILET 18"?		
AC	CESSIBLE ENTRANCE		12.) IS THE TOILET PAPER DISPENSER MOUNTED AT A 44' MAXIMUM		
1.)	ARE AT LEAST 50% OF ALL PUBLIC ENTRANCES ACCESSIBLE? (NOT INCLUDING DELIVERY ENTRANCE OR EMPLOYEE ENTRANCES)		HEIGHT OR A 19' MINIMUM AND 36' FROM REAR WALL TO LEADING EDGE?		
2.)	DO ALL INACCESSIBLE ENTRANCES HAVE SIGNS INDICATING THE LOCATION OF THE NEAREST ACCESSIBLE ENTRANCE?		IS 6' CLEARANCE PROVIDED TO THE GRAB BAR IF MOUNTED ABOVE THE TOILET PAPER DISPENSER?		
3.)	IS THE THRESHOLD LEVEL (LESS THAN 1/4") OR BEVELED, UP TO 1/2" HIGH?		13.) ARE THE REST ROOM ACCESSORIES (PAPER TOWEL AND SOAP DISPENSERS) MOUNTED AT 48' MAXIMUM TO HIGHEST OPERABLE PART?		
4.)	IS THERE A CLEAR AND LEVEL LANDING AREA OF 5' X 5' AT EACH ACCESSIBLE ENTRANCE?		IS THE MIRROR MOUNTED AT 40' TO BOTTOM OF REFLECTING SURFACE?		
			14.) IS THE HEIGHT OF THE INTENDED ACCESSIBLE LAVATORY 34" MAXIMUM?		
REGI	STERED SURVEYOR/ENGINEER DATE STAMP		IS 29" OF KNEE CLEARANCE PROVIDED (AS MEASURED FROM THE FLOOR TO THE BOTTOM OF THE SINK)?		
			ARE THE PIPES WRAPPED?		
GEN	ERAL CONTRACTOR DATE NOTARY		15.) IS THE URINAL 17" MAXIMUM TO THE RIM?		
			IS THE HEIGHT TO THE FLUSH VALVE 44" MAXIMUM?		
 *CH	ECKLIST SUPPLIED BY AccessAbility, INC., SALT LAKE CITY, UTAH		IS THE DISTANCE FROM THE BACK WALL TO THE FRONT MOST OF THE URINAL RIM 14"?		
	BUILDING COMPLIANCE CHECKLIST		IS THE CLEAR WIDTH OF THE STALL 30' MINIMUM?		
AC	CESS TO GOODS AND SERVICES		16.) Is the height to the top of the water closet seat between 17" - 19"?		
	is the height of the cash register counter 36' or lower?		17.) IS THE TRASH CAN OPEN TOPPED?		
2.)	IS THE DISTANCE FROM THE CASH REGISTER COUNTER TO THE FIRST RAIL OF THE SERPENTINE AT LEAST 42"?		18.) Is the hand dryer recessed (not to protrude more than 4' from wall surface)?		
3.)	ARE ALL PUBLIC SPACES ON AN ACCESSIBLE PATH OF TRAVEL AT LEAST 36' WIDE?				
4.)	IN THE RESTROOMS, IS THERE A 5' CIRCLE OR A T-SHAPED SPACE FOR A PERSON USING A WHEELCHAIR TO REVERSE DIRECTION?				
5.)	ARE ALL THRESHOLDS AND TRANSITION STRIPS LEVEL (LESS THAN $1/4'$)?				
6.)	ARE ALL AISLES AND PATHWAYS TO GOODS AND SERVICES (INCLUDING AISLES BETWEEN TABLES AND CHAIRS) AT LEAST 36" WIDE?				
7.)	IS CARPETING LOW-PILE, TIGHTLY WOVEN, AND SECURELY ATTACHED ALONG EDGES?				
8.)	IN ROUTES THROUGH PUBLIC AREAS, ARE ALL OBSTACLES CANE-				
	DETECTABLE (LOCATED WITHIN 27" OF THE FLOOR OR HIGHER THAN 80", OR PROTRUDING LESS THAN 4" FROM THE WALL)?		GENERAL CONTRACTOR DATE NOTARY	-	
9.)	ARE THERE ACCESSIBLE TABLES OR BOOTHS AVAILABLE IN ALL DINING AREAS (SMOKING, NON-SMOKING, SOLARIUM, ETC.) WHICH EQUAL 5% OF ALL TABLE TOPS PROVIDED? (ACCESSIBLE TABLES SHALL HAVE A MINIMUM CLEAR SPACE WITHOUT OBSTRUCTION 30" WIDE AND EXTENDING 19" UNDER THE TABLE. THERE MUST BE 27" OF KNEE HEIGHT CLEARANCE BENEATH THE TABLE AS MEASURED FROM THE FLOOR AND A HEIGHT OF 28" TO 34" TO THE TOP OF THE TABLE AS MEASURED FROM THE FLOOR AND HEIGHT OF 28" TO 34" TO		*CHECKLIST SUPPLIED BY AccessAbility, INC., SALT LAKE CITY, UTAH		
	THE TOD OF THE TABLE AS MEASURED FROM THE FLOOR		A GALLON LOCAL DE LA COSCO A COMPANION CONTRACTOR CONTR		

GENERALLY, QUAD BOOTHS MEET THESE REQUIREMENTS.

DINING AREA. DO TREADS HAVE A NON-SLIP SURFACE (IF

11.) DO STAIRS HAVE CONTINUOUS RAILS ON BOTH SIDES, WITH 12' EXTENSIONS BEYOND THE TOP AND BOTTOM STAIRS WHICH ARE

RETURNED TO THE WALL OR THE FLOOR (IF APPLICABLE)

12.) IS THERE A MAXIMUM 36' HIGH SERVICE COUNTER ADJACENT TO

13.) IS THE CONDIMENT STAND A MAXIMUM OF 34' HIGH WITH A 24'

1.) IS THE CORRIDOR AT LEAST 48' WIDE AS MEASURED FROM

2.) DO BOTH REST ROOM ENTRANCE DOORS PROVIDE 32' CLEAR

3.) IS THERE AT LEAST 18' OF STRIKE SIDE CLEARANCE ON THE

4.) DO ALL FIXTURES HAVE 30' X 48' CLEAR FLOOR SPACE

5.) DO SIGNS UTILIZE RAISED LETTERS, BRAILLE, AND SYMBOL

6.) IS THE CLEAR WIDTH OF THE ACCESSIBLE STALL DOOR AT

CLOSING WITH A 3 SECOND MINIMUM SWEEP TIME?

8.) IS ACCESSIBLE STALL DOOR HARDWARE SLIDING OR IF

TWISTING, WITH LARGE TWIST LEVER?

9.) IS THE ACCESSIBLE STALL 5' WIDE X 5' DEEP?

ALLOWING FOR A FORWARD OR PARALLEL APPROACH?

OF ACCESSIBILITY? ARE THEY MOUNTED ON THE STRIKE SIDE

7.) IS THE ACCESSIBLE STALL DOOR OUTWARD SWINGING AND SELF-

OF DOOR AT 60' EXACTLY AS MEASURED ON THE CENTERLINE

BASEBOARD TO BASEBOARD?

PULL SIDE OF THE DOOR?

OF THE SIGN?

LEAST 32"?

THE CASH REGISTER COUNTER WHICH IS THE SAME APPEARANCE

MAXIMUM REACH TO THE CENTERLINE OF THE FURTHEST PRODUCT?

OF THE CASH REGISTER COUNTER WITH NO DISABLED SYMBOL?

10.) IF THERE ARE STAIRS PROVIDED TO A RAISED OR SUNKEN

APPLICABLE)?

REST ROOMS

