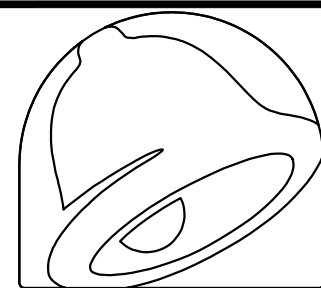
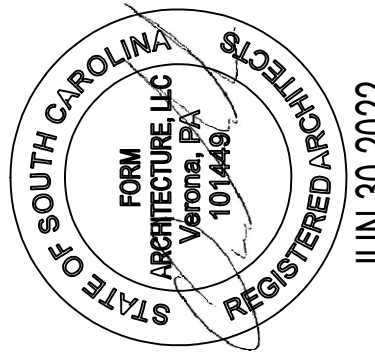


GENERAL NOTES

- SCOPE OF WORK:
- A. CONTRACTOR IS FULLY RESPONSIBLE FOR THE PROJECT SCHEDULE AND ALL MATERIALS AND WORK CONNECTED THEREWITH UNTIL THE OWNER HAS ACCEPTED THE COMPLETED PROJECT IN WRITING. THE CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE ANY MATERIALS OR WORKS WHICH ARE DAMAGED OR STOLEN, REGARDLESS OF WHETHER HE HAS RECEIVED PAYMENT FOR THE WORK OR MATERIALS FROM OWNER.
- B. UNLESS OTHERWISE PROVIDED, CONTRACTOR SHALL PROVIDE AT HIS EXPENSE ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, TRANSPORTATION, AND UTILITIES, INCLUDING COST OF CONNECTION AND FOR SUCCESSFUL COMPLETION OF PROJECT.
- C. CONTRACTOR SHALL INSTALL CERTAIN ITEMS AS SPECIFIED TO BE FURNISHED BY OWNER, OR SHALL RECEIVE AND STORE IN SAFE CONDITION CERTAIN OTHER ITEMS WHICH WILL BE PURCHASED DIRECT BY OWNER.
- D. GENERAL CONTRACTOR TO REVIEW ALL DRAWINGS IN SET.
- E. CONTRACTOR SHALL SUPPLY ALL SUBCONTRACTORS WITH A FULL SET OF CONSTRUCTION DOCUMENTS INCLUDING ALL ADDENDUMS, ALL ADDITIONAL DOCUMENTS REQUIRED FOR PERMITS TO BE SUPPLIED BY CONTRACTOR.
- F. CONTRACTOR TO PROVIDE A COMPLETE BUILDING WITH ALL FINISHES AND ELECTRICAL COMPONENTS AS SHOWN OR INDICATED ON DRAWINGS. CONTRACTOR TO PROVIDE ALL ITEMS SHOWN ON DRAWINGS AND WRITTEN SPECIFICATIONS.
2. DEFINITIONS:
- A. TACO BELL - THE CORPORATE ENTITY.
- B. CONSTRUCTION MANAGER - TACO BELL DESIGNATED REPRESENTATIVE IDENTIFIED IN CONTRACT DOCUMENTS.
- C. CONTRACTOR - THE CONTRACTOR, THE PERSON OR ORGANIZATION IDENTIFIED AS SUCH IN THE AGREEMENT.
- D. SUBCONTRACTOR - THE PERSON, FIRM, OR CORPORATION SUPPLYING DIRECT OR INDIRECT LABOR AND/OR MATERIALS AT THE SITE OF THE PROJECT AND UNDER SEPARATE CONTRACT OR AGREEMENT WITH THE CONTRACTOR.
- E. THE WORK OR INCLUDES ALL LABOR NECESSARY TO PRODUCE THE CONSTRUCTION REQUIRED BY THE CONTRACT DOCUMENTS AND ALL MATERIALS AND EQUIPMENT INCORPORATED OR TO BE INCORPORATED IN SUCH CONSTRUCTION.
3. REQUIREMENTS BEFORE SUBMITTING BIDS:
- A. THE SITE AND ANY BUILDING LOCATED THEREON SHALL BE THOROUGHLY EXAMINED IN RELATION TO CONDITIONS WHICH MIGHT DIRECTLY OR INDIRECTLY EFFECT THE CONTRACT WORK. THE BID SUM SHALL REFLECT ALL SUCH AFFECTING CONDITIONS. BIDDERS SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WHICH MAY AFFECT THE WORK.
- B. CONTRACTOR TO VERIFY THAT ALL UTILITIES REQUIRED FOR COMPLETION AND FULL OPERATION OF THE WORK WILL BE AVAILABLE AT THE TIME OF COMPLETION.
- C. ANY CONTRADICTIONS BETWEEN SPECIFICATION SHEETS AND CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECTS AND OWNER CONSTRUCTION MANAGER FOR VERIFICATION.
- D. ANY AND ALL ERRORS DISCREPANCIES AND "MISSED" ITEMS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING THE BIDDING PROCESS BY CONTRACTOR. ALL THESE ITEMS ARE TO BE INCLUDED IN BID. NO "EXTRA" WILL BE ALLOWED FOR MISSED ITEMS.
- E. ANY CONTRADICTIONS BETWEEN SPECIFICATIONS AND CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR VERIFICATION.
4. INTERPRETATION OF DRAWINGS AND DOCUMENTS:
- A. IF ANY BIDDER IS IN DOUBT AS TO THE TRUE MEANING OF ANY PART OF THE CONTRACT DOCUMENTS OR FINDS ERRORS, DISCREPANCIES, OR OMISSIONS, HE SHALL, AT ONCE REQUEST INTERPRETATION OR CORRECTION THEREOF BY THE ARCHITECT OR CONSTRUCTION MANAGER.
- B. THE ARCHITECT OR CONSTRUCTION MANAGER WILL PROMPTLY CLARIFY THE AREA IN QUESTION AND ISSUE WRITTEN INSTRUCTIONS TO ALL PROSPECTIVE BIDDERS. VERBAL INSTRUCTIONS OR INTERPRETATIONS WILL HAVE NO FORCE OR EFFECT.
- C. REQUEST FOR SUCH CLARIFICATION MUST BE IN THE OFFICE OF THE ARCHITECT OR CONSTRUCTION MANAGER A MINIMUM OF (5) FIVE DAYS BEFORE BID OPENING.
- D. CONTRACTOR IS RESPONSIBLE TO MAINTAIN A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES, AND TO INSURE THE DISTRIBUTION OF NEW DRAWINGS TO SUBMITTALS AS REQUIRED. ALL OTHER RELEVANT PARTIES AS SOON AS THEY ARE MADE AVAILABLE. ALL OLD DRAWINGS ARE TO BE MARKED VOID, REMOVED FROM SETS AND OR RENDERED USELESS.
- E. CONTRACTOR TO REVIEW ALL SHOP DRAWINGS AND SUBMIT COPY TO ARCHITECT FOR HIS RECORDS.
- F. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. ALL WORK REQUIRING MEASURING SHALL BE DONE ACCORDING TO FIGURES ON DRAWINGS. THE ARCHITECT WILL FURNISH ANY MISSING DIMENSIONS UPON REQUEST. DO NOT SCALE THE DRAWINGS.
5. RESPONSIBILITY FOR ACTS & OMISSIONS:
- A. CONTRACTOR AGREES THAT HE IS FULLY RESPONSIBLE TO OWNER/TENANT FOR ACTS AND/OR OMISSIONS OF HIS SUBCONTRACTORS AND THEIR MATERIAL MEN AND OF PERSONS EITHER DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.
6. PERMITS & REGULATIONS:
- A. PERMITS
1. CONTRACTOR SHALL AT HIS OWN EXPENSE AND COST OBTAIN AND PROVIDE NECESSARY PERMITS, LICENSES, FEES AND BONDS NECESSARY FOR COMPLETION OF THIS WORK UNLESS DIRECTED OTHERWISE BY CONSTRUCTION MANAGER.
2. CONTRACTOR SHALL SECURE CERTIFICATES OF INSPECTION AND OF OCCUPANCY THAT MAY BE REQUIRED BY ANY AGENCIES HAVING JURISDICTION OVER THE WORK. CONTRACTOR SHALL DELIVER THESE CERTIFICATES TO CONSTRUCTION MANAGER PRIOR TO SUBSTANTIAL COMPLETION.
- B. REGULATIONS
1. CONTRACTOR AND OTHERS WORKING UNDER HIS JURISDICTION SHALL PERFORM ALL WORK IN COMPLIANCE WITH ALL CITY, STATE, FEDERAL REGULATIONS AND ORDINANCES OF ANY KIND REQUIRED BY GOVERNMENTAL AUTHORITY OR OTHER AGENCY HAVING JURISDICTION OVER THIS WORK.
2. IF THE CONTRACTOR OBSERVES THAT THE CONTRACT DOCUMENTS ARE IN VARIANCE WITH ANY LAWS, REGULATION AND ORDINANCES, HE SHALL NOTIFY THE ARCHITECT AND SHALL NOT PROCEED UNLESS NECESSARY CHANGES REQUIRED TO BE IN COMPLIANCE WITH SAID LAWS, REGULATIONS AND ORDINANCES HAVE BEEN MADE. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SAID LAWS, REGULATIONS, AND ORDINANCES AND SHALL FULLY INDEMNIFY OWNER AGAINST LOSS AND BEAR ALL COSTS AND PENALTIES ARISING THEREFROM.
7. JOB SITE ADMINISTRATION:
- A. WORKMEN - CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS WORKMEN AND SHALL NOT EMPLOY ON THE WORK ANY UNFIT PERSON OR ANYONE NOT SKILLED IN THE WORK ASSIGNED TO HIM.
- B. BRACING, SHORING & SHEATHING - CONTRACTOR SHALL DESIGN, FURNISH AND INSTALL ALL SHORING, BRACING AND SHEATHING AS REQUIRED FOR SAFETY AND FOR PROPER EXECUTION OF THE WORK AND HAVE SAME REMOVED IF REQUIRED WHEN THE WORK IS COMPLETED.
- C. PROTECTION OF PERSONS - CONTRACTOR SHALL PROVIDE INSTALLATION AND MAINTENANCE OF NECESSARY PRECAUTIONS TO PROTECT ALL PERSONS ON THE SITE, INCLUDING MEMBERS OF THE GENERAL PUBLIC, FROM INJURY OR HARM.
- D. PROTECTION AGAINST WEATHER - CONTRACTOR SHALL AT ALL TIMES PROVIDE PROTECTION AGAINST WEATHER SO AS TO MAINTAIN ALL WORK, MATERIALS, APPARATUS AND FIXTURES FREE FROM INJURY OR DAMAGE. AT THE END OF THE DAY'S WORK, ALL NEW WORK LIKELY TO BE DAMAGED SHALL BE COVERED.
- E. PROTECTION OF EXISTING WORK - ANY WORK DAMAGED BY FAILURE TO PROVIDE PROTECTION SHALL BE REMOVED AND REPLACED WITH NEW WORK AT CONTRACTOR'S EXPENSE.
- F. PROTECTION OF ADJACENT PROPERTY - CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR ADJACENT PROPERTY AND LATERAL SUPPORT THEREOF.
- G. ACCEPTANCE OF WORK AND EXISTING CONDITIONS - APPLICATION OF MATERIALS TO SURFACES EXISTING OR PROVIDED SHALL IMPLY ACCEPTANCE AND SUITABILITY OF EXISTING CONDITIONS. CONTRACTOR SHALL REPLACE AT HIS COST AND EXPENSE ANY WORK THAT IS APPLIED TO IRREGULAR OR NON-CONFORMING SURFACES.
- H. CONTRACTOR RESPONSIBLE FOR OVERSEEING ALL ASPECTS OF SUBCONTRACTOR'S WORK.
8. SECURITY:
- DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR BUILDING AND CONTENTS WHILE WORK IS BEING DONE AND FOR SECURING BUILDING WHEN WORK IS FINISHED FOR DAY.
9. CUTTING AND PATCHING:
- A. CONTRACTOR SHALL COORDINATE ALL CUTTING, FITTING OR PATCHING OF WORK THAT MAY BE REQUIRED TO MAKE THE SEVERAL PARTS OF THE WORK COME TOGETHER PROPERLY AND FIT IT TO RECEIVE OR TO BE RECEIVED BY OTHER PORTIONS OF HIS OWN WORK OR THAT OF SUBCONTRACTORS OR INSTALLING MATERIAL MEN AS SHOWN OR REASONABLY IMPLIED BY CONTRACT DOCUMENTS FOR COMPLETED STRUCTURE. ALSO, MAKE OR HAVE MADE PROPER AND SUFFICIENT REPAIR OR CLOSURE AS DIRECTOR OF ARCHITECTURE MAY DIRECT.
10. CONTRACTOR'S QUALITY CONTROL:
- A. MATERIAL QUALITY CONTROL
1. MATERIALS INCORPORATED INTO PROJECT SHALL BE NEW, EXCEPT AS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS, AND OF SPECIFIED QUALITY.
2. CONTRACTOR SHALL FURNISH EVIDENCE OF THE QUALITY OF MATERIALS INCORPORATED INTO PROJECT AT REQUEST OF CONSTRUCTION MANAGER.
3. MATERIAL NOT MEETING REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL BE REMOVED FROM THE PROJECT AND REPLACED WITH MATERIALS MEETING CONTRACT DOCUMENT REQUIREMENTS BY CONTRACTOR WITH NO ADDITIONAL EXPENSE TO OWNER.
- B. ASBESTOS
1. NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY FOR INSTRUCTIONS IF -
- A. MATERIALS CONTAINING ASBESTOS ARE BROUGHT TO THE SITE FOR INCLUSION IN THE WORK,
- B. ASBESTOS MATERIALS ARE ENCOUNTERED IN ANY EXISTING STRUCTURES UPON WHICH WORK IS BEING PERFORMED.
- C. DO NOT INSTALL OR REMOVE ANY ASBESTOS CONTAINING MATERIALS.
- D. CONTRACTOR RESPONSIBLE FOR ALL ITEMS BUILT OR INSTALLED TO BE TRUE AND PLUMB (WALLS, WINDOWS, ETC.)
- E. DRAWINGS INDICATE THE MINIMUM STANDARDS, BUT IF ANY WORK SHOULD BE INDICATED TO BE SUBSTANDARD TO ANY ORDINANCES, LAWS, CODES, RULES, OR REGULATIONS BEARING ON THE WORK, THE CONTRACTOR SHALL INCLUDE RULES AND REGULATIONS WITH NO INCREASE IN COST.
11. CONSTRUCTION AIDS:
- A. CONTRACTOR OR HIS SUBCONTRACTORS SHALL FURNISH AND MAINTAIN ALL EQUIPMENT AS REQUIRED FOR PROPER EXECUTION OF THE WORK.
- B. ALL APPARATUS, EQUIPMENT AND CONSTRUCTION SHALL MEET ALL REQUIREMENTS OF THE LABOR LAW, SAFETY REGULATIONS AND OTHER STATE OR LOCAL LAWS APPLICABLE THERETO.
- C. CONTRACTOR SHALL PAY FOR ALL TEMPORARY UTILITIES, INCLUDING TELEPHONE RAY USED DURING CONSTRUCTION PERIOD UNTIL SUCH TIME THAT TACO BELL TAKES OCCUPANCY.
- D. CONTRACTOR SHALL PROVIDE AND PAY FOR ALL GARBAGE DUMPSTERS AND RECEPTACLES, AND TOILET FACILITIES AS REQUIRED.
12. BARRIERS & ENCLOSURES:
- A. TEMPORARY ENCLOSURES - CONTRACTOR SHALL PROVIDE TEMPORARY WEATHER TIGHT ENCLOSURES FOR ALL EXTERIOR OPENINGS AS SOON AS WALLS AND ROOF ARE BUILT SO AS TO PROTECT ALL WORK FROM THE WEATHER.
13. TEMPORARY CONTROLS:
- A. CONSTRUCTION CLEANING
1. CONTRACTOR SHALL KEEP PREMISES BROOM CLEAN DURING PROGRESS OF THE WORK.
2. REMOVE WASTE MATERIAL AND RUBBISH CAUSED BY EMPLOYEES, SUBCONTRACTORS, AND INSTALLING MATERIAL MEN.
- A. PROVIDE ADEQUATE WASTE RECEPTACLES AND DISPOSE OF MATERIALS WHEN FULL.
- B. PROPERLY STORE VOLATILE WASTE AND REMOVE DAILY.
- C. DO NOT BURN OR BURY WASTE.
- D. DO NOT DEPOSIT WASTE INTO STORM DRAINS, SANITARY SEWERS, STREAMS OR WATERWAYS.
- E. DISPOSE OF WASTE IN ACCORDANCE WITH APPLICABLE LAWS.
14. DELIVERY, STORAGE & HANDLING:
- A. CONTRACTOR SHALL CONFINE HIS APPARATUS, STORAGE OF MATERIALS AND OPERATIONS OF HIS WORKMEN TO LIMITS INDICATED BY LAW, ORDINANCES, AND PERMITS AND SHALL ARRANGE AND MAINTAIN PARKING OF VEHICLES AND STORAGE OF MATERIALS IN AN ORDERLY MANNER LEAVING ALL WALKS, DRIVEWAYS, ROADS AND ENTRANCES UNENCUMBERED.
15. INSTALLATION STANDARDS:
- A. FOLLOW MANUFACTURER'S DIRECTIONS UNLESS OTHERWISE INDICATED IN CONTRACT DOCUMENTS.
16. PRODUCT SUBSTITUTIONS:
- A. USE ONLY PRODUCTS FROM A SINGLE MANUFACTURER FOR ONE USE.
- B. WHEREVER A PRODUCT OR CLASS OF MATERIAL IS SPECIFIED EXCLUSIVELY BY TRADE NAME, NAME OF MAKER, OR BY CATALOG REFERENCE, USE ONLY SUCH A SPECIFIED PRODUCT. PRODUCTS AND MATERIALS NOT SPECIFIED IN THE CONTRACT DOCUMENTS AND INSTALLED IN THE WORK SHALL BE REMOVED AND REPLACED BY SPECIFIED PRODUCTS AND MATERIALS AT NO ADDITIONAL COST TO OWNER AND FOR NO ADDITIONAL TIME ADDED TO CONTRACT.
- C. WHEREVER WORDS "APPROVED BY", "SATISFACTORY TO", "SUBMITTED TO", "INSPECTED BY", OR SIMILAR PHRASES ARE USED IN THESE DOCUMENTS, THEY SHALL BE UNDERSTOOD TO MEAN THAT THE MATERIAL OR ITEM REFERRED TO SHALL BE APPROVED BY, BE SATISFACTORY TO, SUBMITTED TO, OR INSPECTED BY CONSTRUCTION MANAGER.
- D. ALL EQUIPMENT AND ALL PRODUCTS PURCHASED TO BE REVIEWED BY THE CONTRACTOR AND ALL APPLICABLE SUBCONTRACTORS FOR ANY CONDITION PER MANUFACTURERS RECOMMENDATIONS. CONTRACTOR
17. DAILY CLEANING:
- A. CONTRACTOR SHALL, AT COMPLETION OF WORK DAY, REMOVE ALL CONSTRUCTION RELATED RUBBISH FROM UNDER AND ABOUT THE BUILDING, ALL HIS TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS AND SHALL LEAVE THE AREAS OF THE BUILDING WHERE CONSTRUCTION RELATED ACTIVITIES OCCURRED CLEAN AND HABITABLE. ALL SURFACES SHALL BE WIPED CLEAN OF DUST AND ALL WINDOWS CLEANED.
- B. IF CONTRACTOR FAILS TO CLEAN UP, OWNER MAY DO SO AND THE COST THEREOF WILL BE CHARGED TO THE CONTRACTOR.
18. FINAL INSPECTIONS & ACCEPTANCE:
- A. SUBSTANTIAL COMPLETION INSPECTION
1. PUNCH LIST SHALL BE 100% COMPLETE WITHIN (1) ONE WEEK OF STORE REOPENING.
2. CONSTRUCTION MANAGER WILL CONDUCT PUNCH LIST INSPECTION IN PRESENCE OF CONTRACTOR'S DESIGNATED REPRESENTATIVE. LIST OF ITEMS TO BE CORRECTED BY CONTRACTOR WILL BE FURNISHED TO CONTRACTOR WITHIN TWO DAYS.
3. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER IN WRITING WHEN ITEMS HAVE BEEN CORRECTED. UPON CONSTRUCTION MANAGER'S VERIFICATION OF CORRECTION OF ITEMS, CONSTRUCTION MANAGER WILL ARRANGE A FINAL ACCEPTANCE MEETING TO INCLUDE USER REPRESENTATIVES. CONSTRUCTION MANAGER WILL ALSO NOTIFY CONTRACTOR AND USER REPRESENTATIVES IN WRITING OF TIME AND PLACE OF INSPECTION.
- B. FINAL ACCEPTANCE MEETING
1. WHEN ALL ITEMS HAVE BEEN CORRECTED, CONSTRUCTION MANAGER WILL ISSUE A LETTER TO OWNER AUTHORIZING FINAL PAYMENT.
2. IF ALL ITEMS HAVE NOT BEEN CORRECTED AS AGREED, OWNER MAY ELECT TO COMPLETE THE WORK AND THE COST THEREOF WILL BE CHARGED TO THE CONTRACTOR.
19. SUBMITTALS:
- A. CONTRACTOR TO SUBMIT PLUMBING AND ELECTRICAL FIXTURE CUTS TO CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO INSTALLATION.
- B. SUBMIT SHOP DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- C. CONTRACTOR TO PROVIDE MECHANICAL, PLUMBING AND ELECTRICAL RECORD DRAWINGS AND OPERATING MANUALS TO OWNER WITHIN TWO WEEKS OF SUBSTANTIAL COMPLETION.
20. WARRANTIES & BONDS:
- A. CONTRACTOR SHALL SECURE AND DELIVER ALL GUARANTEES AND/OR WARRANTIES PROPERLY ADDRESSED AND SIGNED AND IN FAVOR OF OWNER/TENANT, WITHIN TWO WEEKS OF SUBSTANTIAL COMPLETION.
- B. DELIVERY OF GUARANTEES AND WARRANTIES SHALL NOT RELIEVE CONTRACTOR FROM ANY OBLIGATION ASSUMED UNDER ANY OTHER PROVISIONS OF HIS CONTRACT.
- C. NOTHING IN THIS SECTION INTENDS OR IMPLIES THAT GUARANTEES AND/OR WARRANTIES SHALL APPLY TO WORK ABUSED OR NEGLECTED BY OWNER.
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- ☒ CLIENT REVIEW
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☐ FINAL CONST.

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GENERAL NOTES

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