



KFC – American Showman Acceleration Program (ASAP)

General Contractor

EXHIBIT “B.1” – SPECIFIC SCOPE OF WORK

Project: C110024 – 1149 W Columbia Ave Battle Creek, MI 49015

Dated: April 28, 2016

Project No: 76373397

1. GENERAL OVERVIEW

1. General Contractor (GC) shall take direction from the Lendlease (LL) representative over the project. When LL personnel are not present on site, LL’s on-site representative shall be a General Contractor (GC), under separate subcontract to LL. The GC supervisor is responsible for administering the LL Project Safety Program on the project site. As part of these responsibilities GC supervisor shall:
 - i. Enforce and Maintain at a minimum two employees on site during all working hours
 - ii. Enforce the safety requirements set forth in the Site Specific Safety Plan (SSSP). SSSP shall be submitted to Lend Lease PM no later than 1 week prior to construction for Lend Lease review and approval.
 - iii. Stop unsafe acts by workers that are not in compliance with the SSSP
 - iv. Conduct daily coordination meetings
 - v. Conduct Emergency Evacuation Drills
 - vi. Ensure all workers and visitors wear proper PPE at all times while on the Project Site
 - vii. Conduct new worker safety orientations
 - viii. Enforce the smoking policy
 - ix. Enforce the drug and alcohol policy
 - x. Collect and make available material safety data sheets (MSDS)
 - xi. Prepare Safe Work Method Statements (SWMS) for all safety critical activities
 - xii. Complete and sign pre-task plans (PtPs) with workers
 - xiii. Obtain permits to work (PtW) where required
 - xiv. Conduct weekly tool box talks
 - xv. Enforce Compliance with LL Global Minimum Requirements (GMR’s)
 - xvi. Minimum of one Restroom to be available and fully operational at all times for Restaurant Staff during the length of the renovation.
 - xvii. Provide and install all temporary dividers, safety barricading and dust walls to separate the public & YUM employees from ALL of the work areas. (Interior and exterior)
 - xviii. Install all safety and temporary signage as needed by GC per Spec’s provided by Lend Lease.

Failure by General Contractor to comply with the LL Project Safety Program, as administered on the site by the GC supervisor, will be grounds for termination of the contract.

2. KFC is committed to increasing business opportunities for Minority Business Enterprises and Women Business Enterprises, (collectively “MWBE”), and encourages contractors from which it procures goods and services to share this commitment.
3. This Scope of Work is intended to define, but not limit, the scope of work to be performed by General Contractor. The Scope of Work shall include all necessary engineering services, submittals, shop drawings, coordination with all other trades, permits, taxes, insurance, labor, materials, equipment, tools, layout (including penetrations, sleeves, block-outs), mobilization, supervision, scaffolding,



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trucking, freight, delivery, testing, start-up, and all other related services required for the complete performance of the related work for this project.

4. All work is to be performed in compliance with local codes and ordinances per the drawings issued by:
 - a) Interplan 04/08/2016
5. All work shall be completed in compliance with the schedule and durations included in Exhibit B and the Subcontract.
6. General Contractor acknowledges and agrees that the intent and meaning of the Contract Documents is such that the General Contractor shall provide installation that is complete with all items, related and/or incidental work, and appurtenances necessary, incidental to or customarily included, even though each and every item may not be specifically called out or shown on the drawings and/or specifications within reason. Additionally, General Contractor represents and agrees that it has conducted a thorough examination of the Contract Documents (including, but not limited to their sufficiency) and the work to be performed by General Contractor pursuant to the Agreement will result in fully functional and operable systems and/or installations regardless of whether or not all required work is included or indicated therein. The Scope of Work shall include but not limited to all necessary labor, materials, accessories, equipment, hardware, fasteners, tools, trenching, conduits, wiring, locator tape, backfill, temp power, temp installations, clean-up, daily maintenance, temp installation removals, layout, engineering, supervision, coordination, safety requirements, hoisting, scaffolding, shop drawings, samples, packaging, trucking, freight, delivery, permits, insurance, overhead, profit, fringe benefits, taxes and all other services and charges, and shall be in accordance with the Contract Documents, complete in every respect, for the referenced scope and related work for this project.
7. General Contractor shall not perform any extra work or expend allowances without prior written notification and approval from Lend Lease, Inc. and change order format. General Contractor will not be reimbursed for any extra work performed without such notifications and approval.
8. General Contractor understands that information contained and communicated through the construction documents, specifications, pre-bid meeting, site walks, and reference documents serves only as a diagrammatic representation of the actual conditions that may be encountered during the course of construction. General Contractor agrees, by nature of submitting a bid for this work, that the information provided is adequate enough to compile a bid that is accurate and all inclusive, and with the exception of an extreme deviation or hidden condition to the information provided will construct and complete this scope of work for the bid price provided.
9. Change order overhead is limited to 6.5% (including direct and indirect costs). All General Contractor Change Order work is limited to 6.5% overhead and profit on all tiers of Sub-Contractors to GC.
10. General Contractor acknowledges that he has reviewed the Construction Schedule and has included in his bid all necessary material expediting costs and overtime or shift work required to meet that schedule.
11. The prime contract outlines strict durations for notifications and change order pricing requirements. General Contractor understands these requirements and agrees that failure to respond within the time required as detailed or requested by Lend Lease, Inc. will void your ability to recover under the terms of this agreement.
12. Provide Full Time Onsite Superintendent with the required experience and training to execute the job. Compliance with Multi Site Supervisor Skills Workshop is required.
13. Lend Lease's Builder's Risk policy allows for a \$15,000 deductible on occurrences other than acts of nature. If the General Contractor is found to have contributed to an action that gives rise to a claim against the Builder's Risk policy, requiring Lend Lease to seek reimbursement from Lend Lease for the deductible, General Contractor will in turn reimburse Lend Lease the full or pro-rated amount of the deductible cost.



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14. Typical Work Hours are daytime hours weekdays from 6:30 am to 6:00 pm and same on weekends. These times may differ depending on the nature of the work and peak times of the restaurants operations and may be further clarified at the pre-construction meeting. It is expected that most activities on Drive Thru Side of the building will be required to be performed during off-hrs in order to minimize operational impact of restaurant.
15. When the contract is awarded the successful General Contractor shall submit a completed project contact list to the construction project manager. This list must be submitted at or prior to the preconstruction meeting.
16. During the period of construction the General Contractor shall submit a daily construction report to the construction project manager, each business day following the work by noon local time. Included in the daily report will be the requirement of the General Contractor to take digital photos of the overall site and the scheduled construction items completed that week.

2. SCOPE OF WORK

1. The scope of work includes, but is not limited to the following:
 - a. General Contractor shall furnish all labor, material, tools, equipment, appurtenances, engineering, hoisting and supervision required to perform the scope of work, construction documents (as defined in item 2 under section A of this Exhibit), and per local regulations. Time is of the essence.
 - b. It is understood that drawings and specifications are scope documents which indicate the general scope of the project, and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of this work. All work required to complete the project as defined by the general scope shown on the documents is included. General Contractor, therefore, must comprehend the full scope of work and anticipate all work reasonably inferable in the contract documents. Time is of the essence.
2. Project Schedule Milestones:
 - a. The General Contractor shall notify Lend Lease immediately in writing/e-mail if they feel they will be unable to meet milestone schedules for any reason.
 - b. Subcontract execution and insurance MUST be completed by 6/10/2016.
 - c. Mobilization/Construction MUST be Started by 7/1/2016.
 - d. Construction MUST be completed by 7/18/2016
 - e. Punch List Work MUST be completed by 7/20/2016
 - f. Keys MUST be returned to the Owner/Manager & Key Sign-off log to be completed by 7/20/2016
 - g. Closeout MUST be completed by 7/25/2016
3. Specific Scope of Work:
 - a. General Contractor includes for all demolition, off-haul, and legal disposal of existing materials, including but not limited to concrete, asphalt, planting materials, etc. in order to complete new construction.
 - b. General Contractor is to supply all labor, material, and equipment to complete the construction work required as per contract documents.
 - c. In addition to Federal Codes & Regulations and ADA, all work to be installed in compliance with all local codes and regulations for:
 - i. City: Battle Creek



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- ii. County: Calhoun
- iii. State: Michigan
- d. General Contractor to enforce no smoking policy on site during the full duration of construction.
- e. Provide temporary power as necessary to complete the scope of work.
- f. General Contractor acknowledges that he has reviewed the Performance Schedule and has included in his proposal all necessary material, expediting costs, and overtime or shift work required to meet that schedule.
- g. General Contractor understands that this project is fast track and shall provide information, products, and manpower as required to meet the deadlines of the project schedule.
- h. Provide all sales taxes and use fees as needed to perform your work. Include all trade specific permit fees as applicable. If applicable, a Certificate of Capital Improvement (CCI) will be requested from Chase – General Contractor is responsible for all applicable taxes not offset by this certificate.
- i. General Contractor shall clean up their work debris and materials, along with trash and dirt generated by your field crews, on a daily basis, or as needed to keep the work area safe and presentable.
- j. General Contractor is familiar with the project site and surrounding area and has included any costs that may be required for offsite parking and transportation if on-site parking becomes unavailable.
- k. Include all demolition and properly dispose of material associated with scope of work.
- l. Construction security shall be the responsibility of the General Contractor into the time of turnover and acceptance. Any damage or theft to the site, store, or equipment prior to the turnover acceptance shall be corrected and/or replaced by the General Contractor to meet satisfaction of the construction project manager at no extra cost.
- m. Prior to start of construction, General Contractor is to walk through the site documenting any damages or deficiencies of existing equipment and items that are outside of the scope of work and are to remain. Documentation of any damage to be communicated to Construction Project Manager via written correspondence and photos showing related damage. The General Contractor is reminded that during this phase it is expected that the General Contractor protects any equipment from sustaining damage due to the trades using the counters and equipment for holding tools and their materials. The countertops are very vulnerable to damage. Any damages noted at or before the time of turnover shall be replaced at no extra expense. Responsibility to conduct this walk through and documentation will be that of the General Contractor.
- n. Provide and install dust containment barriers as necessary to ensure full containment of all dust and debris at demolition locations. General Contractor is to ensure the restaurant parking lot is free of any construction debris outside the barricaded areas & restrooms are clean and trash cans are also to be emptied in restrooms at the end of each shift. If complaints from restaurant staff are received at the start of any business day and General Contractor cannot respond within one hour, Lend Lease reserves the option to hire a professional cleaning crew and back-charge the General Contractor
- o. Store including restrooms, lobby, and parking lot areas are to be final cleaned, exterior of site will be pressure washed and broom swept before turn over to Operations. Contractor shall clean up their work debris and materials, along with trash and dirt generated by your field crews, on a daily basis, or as needed to keep the work area safe and presentable. Final cleaning is different standard than construction clean; final cleaning shall be professional quality suitable for food service operations.
- p. Constant communication and coordination with Lend Lease.



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- q. The General Contractor must notify Lend Lease of all project issues, specifically any issues which have any potential to impact the project schedule or contract cost. Notifications must be in writing, and shall be submitted no later than 24 hours after the General Contractor is aware of them. Immediate notification is required for any critical path activities. Failures to properly notify Lend Lease will null and void all submitted claims.
 - r. GC is responsible for ordering and scheduling delivery of Lendlease items from the warehouse to your project. Lendlease will require GCs to use warehouse delivery service or an alternate professional carrier. Lendlease warehouse delivery service will include tailgate service, offloading equipment and storage into GC conex box.
 - s. GC will provide either a lull and/or forklift in bid for offloading GC supplied items, where applicable. (Long forks may be needed for some equipment deliveries). Operators shall be trained in use of the equipment.
 - t. Contractor shall be required to coordinate to receive deliveries and/or installations from Lendlease Warehouse or Lendlease vendors when shipped direct: (ALL packing lists will be scanned and sent to LL PM, all deliveries will be inspected by GC at time of delivery). GC will be responsible for securing all items from receiving to turnover:
 - i. CHI (Booths and tables)
 - ii. Tablelogix (Seating and focal table)
 - iii. IDX (front counter, trim, and focal wall millwork)
 - iv. VGS (Painting Stencils, Graphics and Ceiling Element)
 - v. Capital Lighting (lighting)
 - vi. Awning (Awnings)
 - vii. Everbrite (Building signage and tower banner)
 - viii. RSCS (Multi-brand supplied items), when applicable
 - u. There are several KFC / Lend Lease support vendors that will need to be integrated into the schedule, this will include but is not limited to.
 - i. Pepsi - Drinking Fountain Unit
 - ii. PAR / TOTE - POS
 - iii. Signage Vendors – i.e. Everbrite, etc.
 - v. GC is responsible for providing vinyl banners for project that communicate store closings and operations.
 - w. Upon completion of work, the General Contractor shall provide marked up drawings showing as built conditions of all electrical, plumbing, structural, HVAC, architectural, or equipment. If no changes are made to the original drawings, the General Contractor shall submit the drawings signed with a comment noting no changes.
 - x. Provide for all closeouts, punch list and project completion as required. Punch list work must be completed within 5 days from the date issued, or as dictated by Lend Lease.
3. Site Specific Scope of Work Items
- 1. Plans Spec’s listed in Exhibit A.1
 - 2. Bid Form dated 4/28/2016
4. EXCLUSIONS
- 1. N/A
5. ALTERNATES
- 1. N/A



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- 6. UNIT PRICE
 - 1. N/A

END OF SECTION