

II. BID DOCUMENTS:

For complete bidding requirements refer to the entire bid package, which include:

- A. This document, *Instructions to Bidders*
- B. Plan Set (including Civil, Architectural & Decor)
- C. Bid Form

III. INSPECTION OF JOB SITE:

Before submitting a bid, the bidder shall personally inspect the sites of the proposed work to arrive at a clear understanding of the conditions under which the work is to be performed. The bidder shall be held responsible to have compared the actual field conditions with the bid documents and to have satisfied themselves as to the actual conditions of the premises, existing construction, the actual elevations and other conditions affecting the performance of his work.

IV. OPENING OF BIDS:

- A. All bids will be opened privately.
- B. All proposals will be viewed by the Owner and their consultants as appropriate. No other GC will be allowed access to these bids.
- C. The bids will be analyzed for consistency. Clarifications may be requested. The Owner or its consultants reserve the right to make award decisions felt to be in the best interest of the owner.
- D. Once a bid is accepted, the bidder agrees to execute a formal contract.

V. RIGHT TO FURTHER CLARIFY:

TK reserves the right to further clarify and discuss the individual bids and scope of work with the appropriate bidding contractor(s). Should all efforts fail to reach a fair and equitable bid, TK further reserves the right to re-bid the project with any or all interested contractors.

VI. ADDITIONAL WORK NOT ON PLANS

- A. GC to replace various broken base tiles in kitchen. GC to bid to replace 20 as an allowance.
- B. GC to include costs to reroof or repair existing roof per your roofer's best judgement. In the notes column indicate what the price includes (roof repair / roof replacement).
- C. GC to include cost to replace storefront Dining room widow. Seal is broken, window leaks.
- D. GC to remove top of trash enclosure and finish top cap of remaining block.
- E. GC to include Value Engineering ideas for this project. Bid per plan. In the Clarification areas or in a separate bid letter include ideas on how we can make reduce costs while maintaining the design intent.
- F. GC to include a 2" grind and overlay of the asphalt lot (except the new area redone by the previous owner).
- G. GC to include the black concrete for DT lane per BKC standards
- H. GC to include installation of Décor provided by FCC (Note service counter provided by FCC)
- I. GC to include install of DT Menu Boards.

VII. NOTES

- A. Unless prohibited by local ordinances or further clarified by the the city of St Joseph, work that requires excessive noise will be done at night.
- B. Submission and approval for Building, Shelving, and Health Permits are being handled by the Architect. The GC shall schedule all City and Regulatory inspections for permitted work done during the remodel. Final sign-offs are the responsibility of the GC.
- C. The GC is responsible for receiving, storing, and securing all material delivered for the Build-out phase of the project, either within the tenant space or at their own facility.
- D. The GC shall designate and maintain a competent Superintendent who shall be on site and available to Key Personnel at all times during the Build Out phase of construction. This includes but is not limited to buyout Vendors, the Owner or their representative, retail center operations staff, and Project Manager. The Superintendent shall be the personal representative of the Contractor and all directions given by him shall be as binding as if given by the Contractor. Communications delivered to the Superintendent by the Owner or 4G shall be as binding as if delivered to the Contractor.
- E. The Superintendent should have a laptop computer and mobile device with email access accessible in the field for communication purposes. In addition, he should have a digital camera capable of downloading and sending photos as appropriate.
- F. The GC is responsible for **verifying material lead times**. No alternates are allowed unless approved in advance. All material must conform to the plans and specifications.
- G. The GC is responsible for coordinating and supervising the effort of the all vendors.
- H. The GC shall maintain a "Daily Log" noting all pertinent events concerning the project. This shall be included as part of the project closeout documents and submitted with the final invoice.
- I. The GC shall notify the Project Manager immediately or as soon as practicable of any and all unusual occurrences involving the tenant space. Incidents of this nature include, but are not limited to: Work-related Injury, notice of work stoppage by governing authority, disputes with the retail center or sub-contractors, delays, late deliveries, etc...
- J. Insurance policies are to be maintained. These policies must indemnify Tasty King LLC and 4G Development & Consulting, Inc. These requirements must include general liability for \$2mil.
- K. The GC and Superintendent shall ensure that the job site is kept in a clean and safe manner at all times. Trash and construction debris will be removed from the job site daily.
- L. The GC is responsible for final cleaning. The GC must hire a professional cleaning company for **two** cleanings: the first for the night before the punch list and the second for the night before turnover.
- M. GC to list any items that are typically included a BK remodel but have not been noted on plans or décor plans.
- N. GC to list any items not covered in bid documents that owner should consider addressing during remodel.