



## INVITATION TO BID / CRITERIA LETTER

Date: 3.07.22

Contractors:

**George H Pastor & Sons**

John Pastor

34018 Beacon Street #1533 Livonia , MI 48150

Tel: 734-522-3800

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Project – Taco Bell: Store #TBD

**644 West Plane  
Bethel, OH 45106**

**Architect:**

**GPD GROUP**

**Anthony R. Barchanowicz, AIA Associate, LEED AP BD+C**

**ARCHITECTS • ENGINEERS • PLANNERS**

**T: 216.413.5930 / D: 216.927.8672 / M: 330.958.0048 / F: 216.927.8695**

**The Halle Building, 1228 Euclid Avenue, Suite 320, Cleveland, OH 44115**



**Dear Contractor:**

AGBells, LLC (**Taco Bell Franchisee**) hereby invites you to submit a bid for the above referenced SUCCESOR MAJOR REMODEL project. The bid proposal should include, but should not be limited to, all work indicated in the Drawing Package unless otherwise instructed.

The General Contractor will be responsible for the selection and performance of all his subcontractors and suppliers subject to the approval of Owner. The work also includes the installation of items furnished by Owner, as noted in the Drawing Package and any addenda.

**Bid Format & Criteria:**

1. Bids are to be submitted through email. Faxed bids will not be accepted. The attached Bid Submittal Form must be used and must be fully completed and returned in EXCEL format. Bidders may add supplemental or clarifying information to the bid form. Bids are to include project schedule. Schedule will be a significant consideration in the bid process. See Project Timelines listed later in this letter
2. This project is to be bid on a **14 week** construction schedule. Holiday's excluded.
3. Winning bidder shall submit a detailed schedule by function and day with a commitment bid for inclusion into the construction contract.
4. AGBells, LLC reserves the right to award the project to anyone including those that submit the lowest bid.
5. All contractors must conform to the requirements of the City and State in which the project is located with respect to licensing, inspections, procedures, codes etc. The GC must have workers compensation documentation on file with the city prior to pulling permits.
6. For Scrape and Ground Up projects, the Owner will provide the General Contractor with a copy of any soil reports from the owner's vendor. Any omissions, discrepancies or challenges should be addressed with the owner/project manager immediately. Owner will furnish 3<sup>rd</sup> party inspector information to GC to coordinate as required. Concrete testing, proof roll, special inspections etc. will be contracted for direct by owner and should not be included in GC bid.
7. Owner will pay for general building permits, all other permits, fees, etc. shall be secured and paid for by the appropriate subcontractor / General Contractor. The general contractor will



pick up all necessary permits for this project. Owner shall also have the right to request the GC pay for the permit and be reimbursed by owner without OH&P.

8. General Contractor will secure Builder's Risk insurance policy. General Contractor shall also name Ampler Development & AGBells as an additional insured.
9. Do not scale construction documents. Contact the architect regarding any omissions or discrepancies. Only build from "For Construction" documents only.
10. GC to provide (2) 40 ft. storage units onsite throughout construction to hold restaurant equipment and décor seating, elements etc. that may be shipped to the site. For ground up and scrape projects, GC is also required to have a job site trailer capable of supporting weekly on-site meetings with owner. A site fence should be included in GC bid to secure the project during the construction period.
11. GC to have equipment on site to handle all scheduled deliveries (including but not limited to signage, exhaust fans, broiler/fryer hoods, and walk-in box if needed). GC is responsible to inventory all deliveries and inspect and memorialize any damages to all packages. GC to photo damage and notify owner immediately.
12. The job superintendent or his direct report shall be on site whenever sub-contractors, utility personnel, inspectors, etc. are scheduled or working. Superintendent should have a working phone / email accessibility at all times while on the job site.
13. General Contractor shall be responsible for contacting the project Architect, Engineer, Surveyor, and Construction Manager in the event of a "Plan Discrepancy" is discovered. General Contractor will not proceed until Owner/Construction Manager authorizes said work to continue.
14. General Contractor shall coordinate all plan sheets (equipment, electrical, plumbing, mechanical, structural, building, site, grading, horizontal control etc.) with subcontractors. Discrepancies between plan sheets does not constitute a work or change order.
15. General Contractor will be responsible to provide the Construction Manager and Architect with a status report and digital photos on a weekly basis sent by email. The status report and photos will include overall photos and all work order issues up to that point. GC will not proceed until Owner/Construction Manager authorizes said work to continue. Written work orders shall be presented within 3 days of any verbal approval. Work orders may not be approved if not submitted in a timely manner. Waiting to submit work orders at the end of the project is not acceptable and may not be approved.



16. General Contractor's Project Manager will attend a weekly meeting with the Owner/Construction Manager. If Owners Construction Manager cannot be on site, a phone meeting is acceptable to review the weekly status report. General Contractor shall be responsible for installing owner supplied site cameras and insure they a functioning throughout the duration of the project. General Contractor shall also ensure all job site personnel are using proper safety equipment. Hard hats, boots, vests, gloves safety glasses shall be worn while on site, as required. All OSHA mandates are the responsibility for the General Contractor to enforce and manage.
17. Any delays in the project schedule shall be submitted in writing to the Construction Manager within 3 days of the delay. Delays will not be accepted after that time.
18. General Contractor shall coordinate deliveries, installations and review all work by the owner's vendors prior to the vendors leaving the job site. GC will be responsible for completing or coordinating any unfinished work. General Contractor shall be responsible for coordinating Owner vendors and insuring work is capable of being completed. If Owner vendor is not capable of completing planned work as scheduled and a return trip is required, GC shall be back charged for related costs to complete the vendors scope of work.
19. An ADA inspection shall be performed at the end of each project by an independent consultant. This does not release the GC from any liability of the ADA requirements. Discrepancies or non-compliant findings shall be remedied at GC's sole cost.
20. Upon completion (turn over to ops) General Contractor shall deliver to the new restaurant a new store warranty manual addressing all of the warranties and listing all responsible subcontractor contact info. General Contractor shall also provide written warranty on the roof (if applicable to the SOW) and ensure it has been inspected and signed off on by the manufacturer. Walk mats shall be installed in path of travel and around each RTU after inspection has been completed. General Contractor shall also include a Test & Balance report to owner and complete all punch related items to systems prior to turnover.
21. The General Contractor will be required to provide all labor, materials, and coordination as indicated in this document. **No Change Orders for these items will be allowed or Accepted.**
  - GC shall schedule the following inspections with the architect-of-record giving sufficient notice:
    - Pre-footer inspection
    - Pre-slab inspection



- GC shall place all replacement equipment manufacturers' manuals in binders for the store's use.
- GC's surveyor shall provide as-built surveys of the building and site work to the governing jurisdiction, with copies to AGBells and the architect-of-record.

### Site

- The following will be supplied by RSCS and installed by the GC (if applicable to the scope of work):
  - Parking lot poles and fixtures. GC installation includes concrete bases, electric circuits and electrical connections for full operation. The specification for the light pole bases shall be 24" diameter sonotubes 8' in total length (2' above ground). Light fixtures will be LED type.
  - Signage and drive-thru items (pylon/monument sign, menuboard, OCB canopy/portal, height clearance bar). GC shall install all concrete bases, electric circuits and electrical connections for full operation of these elements. Exception: the new pylon/monument sign foundation will be placed by the sign installer. Note that the electrical circuit and final connections shall be completed by the GC. The sign permits will be procured by the sign installer.
- GC shall be responsible for all applicable construction testing including concrete, steel, framing, roofing and mechanical systems including hiring the testing company. GC is strongly advised to provide a concrete mix for the foundations 1,000 psi greater than design strength.
- GC is responsible for the proper placement of the exterior menu board per plan.
- GC shall seal expansion joints located in all concrete flatwork (sidewalks, pavement). The expansion joint material shall be held down to provide a 1" slot for the DOT-quality sealant (light grey).
- GC shall grind and seal all cracks in concrete flatwork that form prior to RTO.
- AGBells will perform an ADA survey of the site and building following completion of paving and concrete work. The GC shall provide a "smart" level for use during concrete placement and asphalt paving to assure required slopes are achieved. The GC will be required to replace any concrete and/or asphalt pavement sections that fail the ADA inspection. Likewise, any restroom fixtures not in conformance with ADA tolerances including signage (interior/exterior) shall be re-installed accordingly.

### Utilities

- GC shall verify sizes and locations of existing utilities on site and notify the architect-of-record immediately if any discrepancies from the drawings occur.

### Landscape Plan



- The specification for stone “mulch” applies to interior landscape beds (around the building perimeter). Landscape beds along the property lines shall receive wood mulch.

### **Building**

- The following shall be supplied by RSCS and installed by the GC:
  1. Seating and Décor package including Marmoleum.
  2. Patio Décor. Note: GPD will issue an addendum changing the seating from benches to chairs.
  3. Decorative soffits in dining room.
  4. Water softener with accessories (if required).
  5. Mop sink.
  6. Aero hand sinks.
  7. Ice machines and condensers (2).
  8. Pepsi dispensers.
  9. Frutista machine and condenser.
  10. Interior lighting.
  11. “Drive-Thru Open” sign in the front window.
  12. Locknet security door (back door).
  13. Water heater.
  14. Shelving -- GC to coordinate the V-Lines, Rethermalizer and Fryer start-ups with the local Delfield and Pitco authorized service companies.
- **The sign company will install all building signage including awnings, canopies, letter sets, bell logos, etc. The GC is responsible for the required blocking.**
- GC shall install the walk-in cooler/freezer including the cooler curtain. Note that AGBells will not hire the refrigeration company for this installation.
- Walk-in cooler condenser(s) shall be installed by the GC including mounting on the main TB building roof, providing refrigeration line sets, charging and start up. Note that AGBells will not hire the refrigeration company for this installation.
- Ice machine and Frutista condensers (3), supplied by AGBells, shall be installed by the GC including mounting on the main TB building roof, providing refrigeration line sets, charging and start up. Note that AGBells will not hire the refrigeration company for this installation.
- GC shall ensure all condensers are installed on equipment platforms (sleepers) including the WIC/F condensers.
- GC shall bid building foundation as formed concrete walls with formed spread footings per Structural sheets in the CD's.
- GC shall direct the window installer to follow the sill details precisely.
- GC shall install door stops (hockey puck style) at each customer entrance door (interior & exterior).



- GC shall provide and install all floor and wall tile. Note that AGBells/Taco Bell offers national pricing through tile supplier "Creative Materials Corporation", Jason Connors 800-207-2967 ext. 5414 (office), 508-479-7114 (cell), [iconnors@creativematerialscorp.com](mailto:iconnors@creativematerialscorp.com). The GC shall provide documentation for the epoxy grout required for kitchen and restroom floors.
- Restroom wall tile shall extend to ceiling height.
- Dining room ceiling tile and grid shall be supplied by GC.
- GC shall supply and install plastic ceiling diffusers (black) in the dining room.
- GC shall supply and install all S/S corners and splashguards (no rivets or screws).
- GC shall add an additional S/S corner guard on the exterior wall adjacent to the back door (opening side).
- GC shall install door stops on all restroom partition doors.
- GC shall provide a PVC tube above the office door to store the as-built plans.
- GC shall install a commercial knox box recessed in the wall near the customer door as specified by the fire inspector.
- GC shall install the newly specified sectional Hart Cooley diffusers above the dual line. Supply the removable model "RHE-H-1".
- GC shall insulate all diffusers.
- GC shall paint the gas lines on the roof safety yellow.
- GC shall bid the Duro-last roof (must be white if included in project SOW). GC shall install the sleepers for condensers per plans.
- GC shall construct the parapet walls with the top canted to drain into the roof.
- GC to provide and install access louvers with latch and hinge to back side of all towers. (Refer to the CD drawings for more information.)
- GC shall assemble all shelving units with the bottom shelves 10" above the floor.
- GC shall utilize the FRP glue from Crane Composites (815-467-8600), Advanced Polymer (3.5gal cans) for all FRP installed. Apply the glue liberally. Any and all bubbling of the FRP shall be repair to "like new" condition (no patching will be accepted).

#### **Plumbing:**

- GC shall install the AO Smith water heater supplied through RSCS.
- GC shall ensure the restroom sinks supplied by the plumber is the 3-hole faucet mount specified on the plans and not a single-hole mount.
- GC shall recess the restroom sink controls in the wall under the sinks for ADA clearance.

#### **Electrical:**

- **Ordering kiosk requires a dedicated 20-amp circuit located above the ceiling terminated in a junction box and utilizing MC cabling, by GC.**



- GC shall relocate a dedicated, isolated ground outlet (determined in the field) to the wall above the Frutista machine for HME to use for their timer.
- GC shall label all light switches in the office, all remote sensors and thermostats.

**ADA Requirements (in addition to the plans):**

- GC shall install the rear grab bar in the restrooms such that there is a minimum of 12" from center of toilet to the corner end of the bar (caution: plans may not show this).
- GC shall provide concrete wheel stops at all HC parking spaces.
- GC shall stripe HC parking spaces to provide 96 inches clear width.
- GC shall stripe HC parking spaces on all sides (including along curbs).
- GC shall install the HC signage height within the range of 60 to 84 inches.
- GC shall maintain the maximum 2% cross-slope on sidewalks around the building and HC parking spaces.
- GC shall build the restroom interior walls to allow a minimum 18 inch clearance on the latch side of the doors.
- GC shall provide all customer doors with a minimum 10 inch solid surface at the bottom.
- GC shall ensure the HC table includes an ADA compliant electrical outlet.
- GC shall include "before and after" photos of any ADA corrective work required by AGBell's ADA inspection report along with the ADA confirmation letter. Photos of slope corrections should include both a distance shot and a close-up shot of the smart level or tape measure showing the proper measurement.

**Summary of Allowances, Alternates, and Addendums:**

NONE

**Bid Date and Time:**

Bids are to be received at or before:

**March 29th, 2022 @ 4:30 CST**

**Bid Location:**

**Note all bids are to be sent via Email to [nboyle@amplergroup.com](mailto:nboyle@amplergroup.com) and [abarchanowicz@gpdgroup.com](mailto:abarchanowicz@gpdgroup.com) no later than the enclosed date and time.**

Written acknowledgement of these criteria must be submitted with the bid package.





\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Date

**THIS WILL BE A 14 WEEK CONSTRUCTION PROJECT**

**Project Start and Completion Date:**

Construction is planned to start as listed below and to be completed in **14 weeks**.  
THE EXACT START AND COMPLETION DATES WILL BE AUTHORIZED BY OWNER AND INCLUDED IN THE CONSTRUCTION CONTRACT.

**PROJECT TIMELINES**

Mon	3.07.22 –	Bid Invitation Package Out
Tuesday	3.29.22 –	Bid Due ( 4:30 CST )
Friday	4.08.22 –	Bid Awarded ( 5PM CST )
Mon	05.16.22 –	GC Mobilized / Construction Start <i>(CONFIRM FINAL END DATE W/ OWNER IF STARTING EARLIER)</i>
Thur	08.18.22 –	Construction End

**DATES ARE SUBJECT TO CHANGE BASED ON LEAD TIME OF KEY BUILDING COMPONENTS.**

**Drawing Package:**

The bid documents shall be provided in a PDF format by the architect or the owner. All costs for documents are the responsibility of the bidding contractor. Architect will provide the General Contractor a link to DROPBOX where the plans can be downloaded.

**PDF Download Links:**

Construction Drawings: Please click on the download link below to download (copy) the  
**Permit Set**, date: \_\_\_\_\_

**Link: Asbestos**

**Pay Applications:**



- Pay Applications to be submitted no sooner than the 28<sup>th</sup> of each month for that month's work. Pay Applications received mid-month will not be processed until the end of that month.
  - **Owner will not process payments until the first of each month**
- Pay Applications to be set up on a **30-day** time line for payment
- Contractor to request payment **ONLY** for work completed or stored on-site.
- **THE FINAL DRAW FOR RETAINAGE (Ten percent (10%))** will be paid upon completion and acceptance of the following items by the Owner:
  - a. Subcontractors and Supplier acknowledgment of final payment and waiver of lien.
  - b. Contractor's Affidavit with final application for payment and waiver of lien.
  - c. Punchlist accepted by the Owner.
  - d. Copy of Certificate of Occupancy (unless not required by Code).
  - e. HVAC balance report and proof of adjustments, if recommended or required.
  - f. One set of redline "As-built" plans indicating dimensions and conditions of the project as it was actually constructed, including such items as exact locations of concealed or buried piping or utilities, locations of equipment and ductwork, etc. and any changes made during the course of construction.
  - g. Operating manuals for all Contractor-furnished equipment.

#### **Coordination of Owner-Supplied Items:**

The Contractor shall provide all labor and equipment to unload materials and equipment to be purchased directly by Owner and delivered to the job site and for verifying conditions and quantities of items delivered. The contractor will report any discrepancies in deliveries to the Owners representative immediately.

#### **Insurance Requirements:**

If Awarded this Contract – you will be required to furnish the following Insurance, prior to the commencement of Work:

1. Provide Certificates of Insurance as follows:
  - a. Auto: Limit \$ 1,000,000 Combined Single Limit
    - Endorsements:
      - Additional Insured
      - Waiver of Subrogation



- Coverage is Primary and Non-Contributory
  - 30 Days' notice of Cancellation
- b. General Liability: Limits \$ 1,000,000 per Occurrence, \$ 2,000,000 Aggregate
  - Endorsements:
    - Additional Insured including Products and Completed Operations
    - Waiver of Subrogation
    - Coverage is Primary and Non-Contributory
    - 30 days' notice of cancellation
- c. Workers Comp:
  - Per Statute
    - Statutory
  - Employers Liability
    - Each Accident: \$ 1,000,000
    - Disease Each Employee: \$ 1,000,000
    - Disease Policy Limit: \$ 1,000,000
  - Endorsements:
    - Waiver of Subrogation
    - 30 days' notice of Cancellation
- d. Builder's Risk:
  - 100% Covered
  - All Risk
  - Endorsements:
    - 30 days' notice of cancellation
- e. Umbrella Liability
  - Limit: Per Occurrence \$ 5,000,000
  - Aggregate: \$ 5,000,000
  - Underlying Policies
    - Commercial Auto
    - General Liability
    - Work Comp
  - Endorsement:
    - Follow Form
    - 30 days' notice of cancellation

**Other Conditions:**

1. The Owner reserves the right to refuse any and all bids, to request clarification of any bid, and to elect to not proceed with the project, at the Owner's sole option.
2. By submitting a bid, the bidder represents that he/she:



- a. has visited the project site and has become familiar with the existing site conditions.
- b. is qualified and able to construct the project as shown in the Drawing Package. Such qualification shall include but not be limited to licensing (if required).
- c. has sufficient knowledge of the laws, regulations and Codes governing construction at the project location and believes the bid that he/she has submitted includes all incidental and other items to satisfy the applicable requirements.
- d. has disclosed to the owner any deficiencies in the plans or specifications of which he/she has knowledge and which would prevent construction of the project in conformance with any applicable laws, regulations or Codes, or in a good and workmanlike manner.
- e. has included in the bid any incidental items required for completion of the project in a good and workmanlike manner.

Nick Boyle

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President - Development  
 Ampler Development LLC  
 (512) 468-7088  
 nboyle@amplergroup.com

The bidder acknowledges that he/she has received the following items, which constitute the Drawing Package, and that all work described therein is included in the bid.

**Plans: Pages**

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**Addenda**

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**Rules on Bidding Alternates and Value Engineering:**

Our position on creating alternates and suggesting value engineering options in the bidding process is that we **Encourage** the Contractor to make lower cost suggestions in the form of alternates to the bid. All alternative suggestions must be in complete compliance with all local codes. All alternates must be fully disclosed by the contractor. Furthermore, the Bidding Contractor assumes the liability for all required research and documentation to bring the alternate suggestion to the attention of all concerned parties, unless otherwise agreed to by all parties. Alternates will become part of the contract only when accepted by the owner in writing prior to the contract execution.

**Alternates to the Bid:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

Contractor estimates project construction time to be \_\_\_\_\_ calendar days.

Submitted by:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_