PRINTED 6/30/2023

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GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - GENERAL PROVISIONS

1. THE STANDARD FORM OF GENERAL CONDITIONS, CURRENT EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS, DOCUMENT NO. A-201, ARE HEREBY MADE A PART OF THESE SPECIFICATIONS AND SHALL APPLY THE SAME AS IF REPEATED HERE IN FULL. COPIES OF SAME SHALL BE ON FILE AT THE OFFICE OF THE ARCHITECT.

2. ALL INTERESTED PARTIES SHALL BE GOVERNED BY THOSE GENERAL CONDITIONS IN ALL MATTERS PERTAINING TO THIS PROJECT, DURING THE PERIOD OF CONSTRUCTION, AND PARTICIPATION IN THE PROJECT WILL BE CONSIDERED PRESUMPTIVE EVIDENCE OF THE PARTICIPANT'S FULL UNDERSTANDING OF, AND AGREEMENT WITH, THE CONDITIONS OF THE REFERENCED GENERAL CONDITIONS.

3. THE GENERAL CONDITIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS, ALONG WITH THE OTHER CONDITIONS WHICH FOLLOW, AND AS PROVIDED, AS WELL AS ALL APPLICABLE PROVISIONS OF THE SPECIFICATIONS, FORM A PART OF THE CONTRACT AND SHALL GOVERN EACH CONTRACTOR ENGAGED IN WORK ON THE PROJECT WHETHER THE WORK BE LET UNDER SEPARATE CONTRACTS OR UNDER A SINGLE CONTRACT.

4. BASIC DEFINITIONS:
THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT BETWEEN OWNER AND CONTRACTOR, CONDITIONS OF THE CONTRACT AND ALL DOCUMENTS LISTED BELOW.

THE CONTRACT DOCUMENTS SHALL INCLUDE: DRAWINGS AS LISTED IN THE INDEX OF THIS SET. SPECIFICATION DIVISION 1-16 INCLUSIVE. ALL MODIFICATIONS ISSUED AFTER EXECUTION OF THE CONTRACT. EQUIPMENT INSTALLATION HAND BOOK.

5. PHRASES USED IN THE SPECIFICATIONS ARE DEFINED AS FOLLOWS:
"AS SHOWN" - AS SHOWN ON THE ACCOMPANYING DRAWINGS.

"PROVIDE" - PROVIDE AND INSTALL COMPLETE, WITH ALL NECESSARY ACCESSORIES AND INCIDENTAL MATERIALS AND SUPPLIES.

"PROVIDED BY OWNER" - MATERIALS OR GOODS WILL BE DELIVERED F.O.B. JOBSITE BY THE OWNER AT NO EXPENSE TO THE GENERAL CONTRACTOR. UNLOADING, STORAGE, INSTALLATION, AND/OR ASSEMBLY OF ITEMS "PROVIDED BY OWNER" SHALL BE BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.
"INSTALL" - INSTALL ITEMS, COMPLETE, PROVIDING ALL INCIDENTAL AND NECESSARY SUPPLIES AND MATERIALS.

"GENERAL CONTRACTOR" - THE GENERAL CONTRACTOR OR ANY OR ALL OF HIS VARIOUS SUBCONTRACTORS.

"OWNER" - ALL GENERAL CONDITIONS REFERENCES TO "OWNER" SHALL REFER TO PANDA EXPRESS, INC.

"CONTRACTOR" AND "GENERAL CONTRACTOR" AS STATED IN THESE DOCUMENTS REFER TO THE SAME ENTITY.

ARTICLE 2 - INSURANCE

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN THE FOLLOWING INSURANCES, AND AT THEIR REQUEST FURNISH EVIDENCE TO PANDA EXPRESS. ALL INSURANCE SHALL NAME PANDA RESTAURANT GROUP, INC., AND THE ARCHITECTS. AS ADDITIONAL INSURED PARTIES.

WORKMAN'S COMPENSATION INSURANCE IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED AND PANDA EXPRESS REQUIREMENTS. PANDA EXPRESS SHALL KEEP A COPY IN FILE ALL TIME.

COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY WITH LIMITS SET FORTH BY THE PANDA EXPRESS.

AUTOMOBILE LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY AS SET FORTH BY THE PANDA EXPRESS.

BUILDER'S RISK INSURANCE IN THE AMOUNT OF THE ESTIMATED COST OF THE PROJECT.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS PANDA EXPRESS, ITS AGENTS, SERVANTS, AND EMPLOYEES, AND THE OWNER'S ARCHITECT AND ENGINEER FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGE TO PROPERTY OCCASIONED BY ANY ACT OR OMISSION OF THE CONTRACTOR, HIS SUBCONTRACTORS, SERVANTS, OR EMPLOYEES, INCLUDING ANY AND ALL EXPENSE, LEGAL OR OTHERWISE, WHICH MAY BE INCURRED BY PANDA EXPRESS, ITS AGENTS SERVANTS, OR EMPLOYEES IN THE DEFENSE OF ANY CLAIM, SETTLEMENT OR SUIT.

ARTICLE 3 EXTRA WORK

1. ANY AND ALL WORK WHICH IS PERFORMED BY THE CONTRACTOR, OR BY ANY SUBCONTRACTOR, WITHOUT HAVING SPECIFIC APPROVAL FROM PANDA EXPRESS IN WRITING, SHALL BE PERFORMED BY SAID CONTRACTOR AT HIS OWN RISK WITHOUT ANY OBLIGATION OR RESPONSIBILITY OF PANDA EXPRESS OR THE ARCHITECT. ALL WORK WHICH IS ABOVE AND BEYOND THE SCOPE OF THE DRAWINGS AND SPECIFICATIONS, OR ANY PART OF THE CONSTRUCTION DOCUMENTS, MUST BE SPECIFICALLY AUTHORIZED BY PANDA EXPRESS IN WRITING. ALL REQUESTS FOR ADDITIONAL PAYMENTS MUST BE APPROVED BY THE OWNER PRIOR TO THE START OF THAT WORK.

2. THE FOLLOWING GENERAL REQUIREMENTS SUPPLEMENT AND/OR SUPERSEDE THE FOREGOING GENERAL AND SUPPLEMENTARY CONDITIONS FOR CONTRACT WORK AND ARE HEREBY CONSIDERED A PART OF THE CONTRACT DOCUMENTS.

DIVISION 1 GENERAL REQUIREMENTS

1. SCOPE

ALL OF THE WORK UNDER EACH HEADING OF THESE SPECIFICATIONS SHALL BE GOVERNED BY THE GENERAL CONDITIONS, SPECIAL PROVISIONS, THE DRAWINGS AND THE SPECIFICATIONS, AS WELL AS THE FOLLOWING GENERAL REQUIREMENTS

THE WORK UNDER EACH HEADING OF THESE SPECIFICATIONS SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT AND SERVICES NECESSARY FOR AND SAID HEADING AS INDICATED ON THE DRAWINGS, SET FORTH IN THE SPECIFICATIONS, OR OTHERWISE REQUIRED.

WORK DONE HEREUNDER INCLUDES FURNISHING ALL LABOR, MATERIAL SERVICES, AND EQUIPMENT NECESSARY AND/OR INCIDENTAL TO PERFORM ALL WORK THROUGH THE PROPER COMPLETION OF ALL WORK AS MAY BE FURTHER SPECIFIED AND/OR SHOWN ON THE PLANS, OR OTHERWISE REQUIRED.

2. CONFLICTS BETWEEN DOCUMENTS

IN CASE OF CONFLICT BETWEEN DRAWINGS AND SPECIFICATIONS THE CONTRACTOR WILL BE DEEMED TO HAVE ESTIMATED ON, AND AGREED TO PROVIDE, THE GREATEST QUANTITY AND BETTER QUALITY OF MATERIALS AND WORK.

INCLUDE GENERAL CONSTRUCTION, ELECTRICAL, PLUMBING, HVAC, AND INSTALLATION OF ALL SUCH WORK EXCEPT AS HEREINAFTER MAY BE REQUIRED.

3. ITEMS FURNISHED BY PANDA AND INSTALLED BY GENERAL CONTRACTOR

IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO RECEIVE, CHECK AND CONFIRM THE ARRIVAL IN GOOD ORDER, OF ALL ITEMS CALLED FOR TO BE FURNISHED BY PANDA EXPRESS AND INSTALLED BY THE CONTRACTOR.

THE CONTRACTOR SHALL NOTIFY PANDA EXPRESS (IN WRITING) OF ANY SUCH ITEMS MISSING OR DAMAGED WITHIN 3 DAYS OF RECEIVING DATE. FAILURE TO SO NOTIFY PANDA EXPRESS WILL BE CONSIDERED PROOF PRESUMPTIVE THAT ALL SAID ITEMS HAVE ARRIVED UNDAMAGED, AND IN THE PROPER QUANTITIES, AND IT SHALL THEN BE THE CONTRACTOR'S RESPONSIBILITY (AT HIS OWN COST) TO PROMPTLY REORDER, REPLACE AND/OR REPAIR ANY SUCH ITEMS NEEDED FOR THE PROPER COMPLETION OF THIS PROJECT, ON THE AGREED TO DATE OF COMPLETION.

4. MEASUREMENTS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR AN ACCURATE TAKING OF JOB SITE MEASUREMENTS, VERIFYING SAME, AND PROMPTLY FURNISHING EXACT JOB SITE MEASUREMENTS TO ALL PARTIES REQUIRING SAME. CONTRACTOR MUST NOTIFY PANDA EXPRESS AND THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY. THE CONTRACTOR SHALL CHECK SALES CASEWORK SHOP DRAWINGS AS TO CORRECT ANGLES AND FIT TO THE EXISTING SPACE AS SHOWN. THE CONTRACTOR SHALL PERMANENTLY LAYOUT THE CASEWORK ON THE FLOOR PRIOR TO THE CONSTRUCTION OF WALL, CEILING, LIGHT FIXTURES, ETC.

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.

5. SUBSTITUTIONS

BIDDERS MAY OFFER SUBSTITUTIONS FOR ANY ITEM SPECIFICATION BY SUBMITTING IN WRITING AS OUTLINED IN SPACE PROVIDED ON PROPOSAL FORM.

IT SHALL BE UNDERSTOOD BY ALL HEREIN CONCERNED THAT ANY PROPOSAL SUBSTITUTION SHALL HAVE THE WRITTEN APPROVAL OF ARCHITECT AND/OR OWNER'S REPRESENTATIVE, BEFORE BEING USED BY CONTRACTOR, OTHERWISE IT WILL BE ASSUMED THAT THE CONTRACTOR'S TOTAL BID IS BASED UPON THE MATERIAL OR ITEM OF EQUIPMENT SPECIFIED.

6. EXAMINATION OF SITE AND BUILDING

BEFORE SUBMITTING A PROPOSAL, EACH BIDDER SHALL EXAMINE ALL DOCUMENTS, VISIT THE SITE, VERIFYING ANY SPECIAL CHARGES OR REQUIREMENTS, COMPARING EACH TO THE OTHER AND INFORMING THEMSELVES OF ALL CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. INCLUDE ALL RELEVANT MATTERS WHICH MAY AFFECT THE WORK OR THE BIDDING. EACH BIDDER SHALL BASE HIS PROPOSAL ON MATERIAL, METHODS AND/OR EQUIPMENT COMPLYING WITH THE SPECIFICATIONS AND DRAWINGS.

THE WORDS "THE CONTRACTOR SHALL" ARE INTENTIONALLY OMITTED FROM THE SPECIFICATIONS. WHERE DIRECTIONS OR INSTRUCTIONS ARE STATED, WITHOUT SPECIFIC REFERENCE AS TO WHO IS RESPONSIBLE, THE INFERENCE IS INTENDED TO BE THE CONTRACTOR FOR THE WORK IN THE SPECIFICATION SECTION IN WHICH THE DIRECTIONS OR INSTRUCTIONS ARE INTENDED.

7. CODES AND STANDARDS

ALL WORK, MATERIALS AND INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH ALL ORDINANCES, STATE AND LOCAL BUILDING CODES, LATEST EDITION, OF THE AUTHORITIES HAVING JURISDICTION.

DESIGN LOADS: LOADS AND CODE RESTRICTIONS FOR ALL DESIGN CONSIDERATIONS SHALL CONFORM TO THE LOCAL AND STATE CODES, AND ALL GOVERNING CODES.

8. PERMITS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER APPLICATION FOR AND SECURING OF ALL NECESSARY TRADE PERMITS, AS WELL AS THE OBSERVANCE OF ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL LAWS, REGULATIONS OR ORDINANCES AND SHALL INCLUDE IN THEIR PROPOSAL COST OF SAME.

9. INSTALLATION OF MATERIALS AND EQUIPMENT

ATTENTION IS HEREBY DIRECTED TO THE FOLLOWING REQUIREMENT FOR EACH PRIME AND SUBCONTRACTOR: THAT THE APPLICATION OF A MATERIAL AND/OR EQUIPMENT ITEM TO UNSATISFACTORY WORK INSTALLED BY OTHERS, CONSTITUTES ACCEPTANCE OF THAT WORK AND ASSUMPTION OF FULL RESPONSIBILITY FOR PRIOR TO STARTING THE SPECIFIC APPLICATION, NOTIFY IN WRITING THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE OF ANY DEFECT OR DEFICIENCY WHICH WOULD IMPAIR COMPLETE AND SATISFACTORY APPLICATIONS OR INSTALLATION OF HIS WORK OR GUARANTEE.

MANUFACTURER'S INSTRUCTIONS:
WHERE INSTALLATIONS INCLUDE MANUFACTURED PRODUCTS, COMPLY WITH MANUFACTURER'S APPLICABLE INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION, TO THE EXTENT THESE ARE MORE EXPLICIT OR MORE STRINGENT THAN REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS.

PROVIDE ATTACHMENT AND CONNECTION DEVICES AND METHODS FOR SECURING WORK PROPERLY AS IT IS INSTALLED; TRUE TO LINE AND LEVEL, AND WITHIN RECOGNIZED INDUSTRY TOLERANCES IF NOT OTHERWISE INDICATED. ALLOW FOR EXPANSIONS AND BUILDING MOVEMENTS.

VISUAL EFFECT:
PROVIDE UNIFORM JOINT WIDTHS IN EXPOSED WORK, ORGANIZED FOR BEST POSSIBLE VISUAL EFFECT. REFER QUESTIONABLE VISUAL-EFFECT CHOICES TO ARCHITECT/OWNER'S REPRESENTATIVE FOR FINAL DECISION. RECHECK MEASUREMENTS AND DIMENSIONS OF THE WORK, AS AN INTEGRAL STEP OF STARTING EACH INSTALLATION.

MOUNTING HEIGHTS:
WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT INDIVIDUAL UNITS OF WORK AT INDUSTRY-RECOGNIZED STANDARD MOUNTING HEIGHTS FOR APPLICATIONS INDICATED. REFER QUESTIONABLE MOUNTING HEIGHT CHOICES TO ARCHITECT/OWNER'S REPRESENTATIVE FOR FINAL DECISION. CONFORM WITH APPLICABLE ACCESSIBILITY CODES WHERE REQUIRED.

10. PROTECTION AND CLEAN-UP

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PROTECTION OF ADJACENT ITEMS AND SURFACES FROM DAMAGE RESULTING FROM THE FURNISHING OR INSTALLATION OF HIS WORK AND SHALL PROMPTLY REPLACE, AT HIS OWN COST, SUCH DAMAGED WORK. HE SHALL ALSO BE RESPONSIBLE FOR THE PROPER PROTECTION OF HIS AND OTHERS WORK FROM DAMAGE BY ANY INCLUDING FREEZING OR OVERHEATING. USE PLASTIC COVERING OVER FURNITURE, DISPLAY CASES, EQUIPMENT AND FINISHES. THE CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE PREMISES ON A DAILY BASIS; ALL DUST AND CONSTRUCTION DEBRIS ARE TO BE REMOVED. ANY BROKEN, DAMAGED, MARRED, UNCLEAN, OR OTHERWISE IMPERFECT WORK SHALL BE CORRECTED BY THE CONTRACTOR BEFORE HIS WORK SHALL BE CONSIDERED COMPLETE. USE DUST BARRIERS.

UPON COMPLETION OF THE WORK CONTRACTOR SHALL CLEAN INTERIOR AND EXTERIOR OF ALL GLASS AND GLAZING, FLOORS, WALLS AND CEILING SURFACES, ELECTRICAL FIXTURES, MECHANICAL EQUIPMENT, ETC.; IT IS NECESSARY TO REMOVE ALL DIRT, STAINS, AND MARKS. THE SIGNS, GLASS AND WOOD SHALL BE CLEANED AND POLISHED. THE STORE SHALL BE MADE CLEAN AND FIT FOR IMMEDIATE OCCUPANCY BY AN INDEPENDENT CLEANING AGENT, WITH THE APPROVAL OF PANDA EXPRESS, AT THE CONTRACTOR'S EXPENSE.

GENERAL CONTRACTOR SHALL SUPERVISE AND SCHEDULE PROPER INSTALLATION OF ALL PARTS OF WORK PERTAINING TO A FINISHED PRODUCT BY HIM OR BY THE OWNER.

GENERAL CONTRACTOR SHALL SUPERVISE AND SCHEDULE PROPER INSTALLATION OF ALL PARTS OF WORK PERTAINING TO A FINISHED PRODUCT BY CONTRACTOR, SUBCONTRACTORS OR PANDA EXPRESS.

11. GUARANTEE WARRANTY

THE CONTRACTOR SHALL GUARANTEE THE WORK TO BE FREE FROM DEFECTS OF MATERIALS OR WORKMANSHIP, INCLUDING DISCOLORATION, RATTLING AND LEAKING, FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL PAYMENT. APPLICATION BY THE CONTRACTOR FOR FINAL PAYMENT SHALL BE CONSIDERED AS PRESUMPTIVE EVIDENCE OF HIS FULL UNDERSTANDING OF AND AGREEMENT WITH CONDITIONS OF THE GUARANTEE PROVISION, AND HE SHALL REMOVE AND REPLACE WITH NEW, AT HIS OWN EXPENSE, ALL SUCH WORK OR MATERIALS FOUND BY PANDA EXPRESS'S REPRESENTATIVE TO BE DEFECTIVE WITHIN THE GUARANTEE PERIOD.

12. SUBCONTRACTORS

THE CONTRACTOR AGREES THAT HE IS FULLY RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS SUBCONTRACTORS AND OF PERSONS DIRECTLY EMPLOYED BY HIM. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATION BETWEEN ANY SUBCONTRACTOR AND PANDA EXPRESS. THE CONTRACTOR SHALL COOPERATE WITH PANDA AND OTHER CONTRACTORS PERFORMING WORK UNDER SEPARATE CONTRACTS TO ENSURE PROJECT PROGRESS ACCORDING TO SCHEDULE. THE CONTRACTOR SHALL COORDINATE WORK FOR THE VARIOUS TRADES INCLUDING PANDA EXPRESS'S VENDORS.

13. TEMPORARY FACILITIES

PROVIDE AND COMPLETE ALL PRELIMINARY WORK AND TEMPORARY CONSTRUCTION REQUIRED AS INDICATED AND REQUIRED.

TEMPORARY BARRICADES:
INSTALL TEMPORARY BARRICADE AS REQUIRED BY CITY OFFICIALS OR MALL MANAGEMENT IN MANNER STIPULATED BY SAME.

LIGHT AND POWER SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR OR REUSE EXISTING FROM LOCATION OF LANDLORD'S SERVICE AND PAY ALL COST FOR SAME, FOR ALL CONTRACTOR(S) TO SUBJECT SPACE.

WATER SUPPLY:
THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR PERMANENT WATER SERVICE, WATER METER, AND PRESSURE REGULATOR FOR ALL PURPOSES OF CONSTRUCTION, PAYING ALL COSTS IN CONNECTION WITH SAME, AND FOR ALL WATER USED. THIS SHALL INCLUDE ALL MEANS OF CONVEYING SAME TO PLACE WHERE REQUIRED.

ELECTRICITY:
THE CONTRACTOR SHALL MAKE ALL NECESSARY APPLICATIONS, PAY ALL DUES AND CHARGES, OBTAIN NECESSARY PERMITS, PROVIDE AND MAINTAIN ELECTRICAL ENERGY FROM DEVELOPERS PERMANENT ELECTRICAL FACILITIES FOR LIGHTING, POWER FOR ALL ELECTRIC TOOLS AND EQUIPMENT REQUIRED IN CONSTRUCTION OF ALL BRANCHES OF THE WORK AND PAY FOR ALL CURRENT USED.

FIRE PROTECTION:
OWNER'S CONTRACTOR SHALL PROVIDE FIRE EXTINGUISHERS WITHIN THE PREMISES AS REQUIRED BY CODE AND/OR INSURANCE COMPANIES, OR VERIFY THAT ONE IS EXISTING IN THE CASE OF REMODELING. DISCONNECT AND SEAL UTILITIES SERVING STRUCTURE TO BE DEMOLISHED, PRIOR TO START OF DEMOLITION WORK.

14. STRICTLY PROHIBITED WORK AND PRACTICES

INSTALLATION OF ANY COMBUSTIBLE MATERIALS ABOVE FINISHED CEILINGS OR IN ANY OTHER CONCEALED, NON-SPRINKLERED SPACE.

IMPOSING ANY STRUCTURAL LOAD, TEMPORARY OR PERMANENT, ON ANY PART OF THE WORK OR STRUCTURE WITHOUT APPROVAL.

ATTACHING ANY WORK TO METAL DECK OR HANGING FROM PLUMBING AND SPRINKLER PIPING OR CONDUIT.

15. POLLUTION CONTROLS

USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERED IN AIR TO LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS ICE, FLOODING AND POLLUTION.

CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS, AS DIRECTED BY ARCHITECT OR GOVERNING AUTHORITIES. RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO START OF WORK.

16. TURNOVER REQUIREMENTS

1. THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS AND FURNISH OWNERS REPRESENTATIVE WITH THE CERTIFICATE OF OCCUPANCY. G.C. IS ALSO TO PROVIDE A TYPEWRITTEN LIST OF NAMES, ADDRESSES AND PHONE NUMBERS OF ALL SUB-CONTRACTORS AND MATERIAL SUPPLIERS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE ENTIRE STORE CLEAN AND SPOTLESS AT THE TIME OF FURNITURE INSTALLATION AND AT TURN OVER.

3. PRIOR TO THE STORE OPENING, CONTRACTOR IS TO ARRANGE FOR AN INDEPENDENT BALANCING CONTRACTOR TO BALANCE THE HVAC SYSTEM AND PROVIDE A COPY OF THE BALANCING REPORT TO OWNER'S REPRESENTATIVE.

4. CONTRACTOR TO TURN OVER ALL KEYS TO THE OWNER'S REPRESENTATIVE AND MARKING EACH KEY FOR IDENTIFICATION. THE CONTRACTOR SHALL SET ALL TIME CLOCKS, THERMOSTATS, ETC. PER OWNER'S REPRESENTATIVE'S REQUIREMENTS.

5. THE CONTRACTOR SHALL EXPLAIN THE OPERATION OF ALL MECHANICAL SYSTEMS TO THE OWNER'S REPRESENTATIVE AND PROVIDING COPIES OF OPERATION, MAINTENANCE AND WARRANTY MANUALS.

DIVISION 2 - SITE WORK

1. DEMOLITION

PROVIDE DEMOLITION AND REMOVAL OF STRUCTURES, PAVEMENT, SIDEWALKS, CURBS, ETC. AND THE CAPPING OF EXISTING UTILITIES. REMOVE ABOVE GRADE AND BELOW GRADE IMPROVEMENTS AND REMOVE GROWTH AND VEGETATION AT THE SITE.

COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, REGULATIONS AND STANDARDS. IN CASE OF CONFLICT THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

SCHEDULE AND EXECUTE ALL WORK IN A CAREFUL MANNER WITH ALL CONSIDERATION FOR NEIGHBORS AND THE PUBLIC TO PREVENT INJURY TO PERSONS OR PROPERTY.

PRIOR TO ALL DEMOLITION WORK CAREFULLY INSPECT THE ENTIRE SITE AND ALL OBJECTS TO BE DEMOLISHED AND/OR LEFT INTACT AND DETERMINE AN ORDERLY SEQUENCE FOR THE DEMOLITION. LOCATE ALL EXISTING UTILITY LINES AND DETERMINE THE REQUIREMENTS FOR DISCONNECTION AND CAPPING. LOCATE ALL ACTIVE UTILITY LINES TRAVERSING THE SITE AND DETERMINE THE REQUIREMENTS FOR PROTECTION.

PROTECTION: THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR PROTECTION OF EXISTING BUILDINGS, SURROUNDING PROPERTY AND ALL PERSONS. THE CONTRACTOR SHALL ALSO PROVIDE ALL SHORING, TEMPORARY BARRICADES AND TEMPORARY ENCLOSURES AS NECESSARY TO PROTECT ADJACENT PROPERTY FROM DAMAGE.

TAKE ALL MEANS NECESSARY TO PREVENT THE SPREAD OF DUST DURING DEMOLITION OPERATIONS. THOROUGHLY MOISTEN ALL GROUND SURFACES AS OFTEN AS REQUIRED TO PREVENT DUST BEING A NUISANCE TO THE PUBLIC, NEIGHBORS AND THE CONCURRENT PERFORMANCE OF OTHER WORK ON THE SITE.

PRESERVE IN OPERATING CONDITION ALL ACTIVE UTILITIES TRAVERSING THE SITE AND REQUIRED FOR FUTURE OPERATION OF THE NEW STORE AND SURROUNDING PROPERTIES.

COORDINATE DISCONNECTING, REMOVING, PLUGGING, ABANDONING AND RELOCATING UTILITIES WITH LOCAL UTILITY COMPANIES OR OTHER GOVERNING AGENCIES.

ASBESTOS ABATEMENT: REFER TO ASBESTOS CONTAINING MATERIAL (ACM) REPORT FOR COMPLETE DESCRIPTION OF MATERIALS IDENTIFIED. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS FOR THE PROPER PROTECTION, REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIAL.

POLLUTION CONTROL: THE CONTRACTOR IS RESPONSIBLE FOR ENSURING TRUCKS LEAVING AND ENTERING THE SITE DO NOT DROP DEMOLITION DEBRIS OR DIRT ONTO PUBLIC STREETS.

THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF SOIL EROSION AND SILT FROM LEAVING THE SITE.

FILLING BASEMENTS & VOIDS: COMPLETELY FILL BELOW GRADE AREA AND VOIDS RESULTING FROM THE DEMOLITION OF THE STRUCTURE AND UTILITIES.

REFER TO THE GEO-TECHNICAL REPORT FOR FILL MATERIAL AND PLACEMENT METHODS. PLACE FILL, COMPACT AND GRADE THE SURFACE TO MEET ADJACENT GRADES AND AS SHOWN ON THE DRAWINGS.

DISPOSAL OF DEMOLISHED MATERIALS
A. REMOVE FROM SITE AND LEGALLY DISPOSE ALL RUBBISH, DEBRIS AND ALL MATERIALS RESULTING FROM THE DEMOLITION OPERATIONS.

2. EARTHWORK

LOCATE EXISTING UNDERGROUND UTILITIES BY CAREFUL HAND EXCAVATION BEFORE STARTING EARTHWORK OPERATIONS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE PROTECTION FROM DAMAGE DURING CONSTRUCTION OPERATIONS. CONTACT LOCAL UTILITY COMPANY FOR INFORMATION REGARDING UNDERGROUND UTILITIES.

SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, CONSULT THE OWNER IMMEDIATELY FOR DIRECTIONS AS TO PROCEDURES. REPAIR DAMAGED UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER. COOPERATE WITH THE OWNER, AND PUBLIC AND PRIVATE UTILITY COMPANIES IN KEEPING SERVICES AND FACILITIES IN OPERATION.

BARRICADE OPEN EXCAVATION AND POST WITH WARNING LIGHTS FOR THE SAFETY OF PERSONS, OPERATING WARNING LIGHT DURING HOURS OF DUSK TO DAWN EACH DAY.

PROTECT STRUCTURE, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES IMMEDIATELY ADJACENT TO EXCAVATIONS, FROM DAMAGES CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS.

ALL FILL AND BACK FILL SHALL BE SELECTED FILL MATERIAL COMPACTED AS NOTED IN THE SOILS REPORT. GRADING PLAN AND EARTHWORK SPECIFICATIONS SHALL USE NON-EXPANSION FILL MATERIAL AT BUILDING AREA AND UNDER WALKS. ALL COMPACTION SHALL BE SUPERVISED AND CERTIFIED BY A LICENSED SOILS ENGINEER AND CERTIFICATION REPORT SHALL BE SUBMITTED TO PANDA EXPRESS PRIOR TO PLACING OF CONCRETE.

3. ASPHALT AND CONCRETE PAVING

(REFER TO CIVIL DRAWINGS FOR SPECIFICATIONS)
SEE GRADING AND PAVING PORTION OF SITE PREPARATION PROCEDURES ON THE SITE AND/OR GRADING PLAN.

MATERIALS:
1) BASE COURSE: AS NOTED ON CIVIL DRAWINGS
2) PRIME COAT: MC-250 OR MC-70 PER ASPHALT INSTITUTE (ASTM D2027-76)
3) SURFACE COAT: AS NOTED ON CIVIL DRAWINGS
4) PAVEMENT MARKINGS, PARKING STALL STRIPES SHALL BE: AS NOTED ON CIVIL DRAWINGS
5) SEAL COAT: FOG-SEAL BY KOPPERS COMPANY.

PROVIDE ALL ASPHALT AND CONCRETE WORK COMPLETE, AS SHOWN ON THE DRAWINGS HEREIN SPECIFIED, INCLUDING CONCRETE FORM WORK, REINFORCEMENT DOWELS AND ACCESSORIES, CONCRETE MIXED, PLACE, FINISHED AND CURED.

EXTERIOR WALKS AND RAMPS TO BE LIGHT BROOM TEXTURE FINISH, UNLESS NOTED OTHERWISE.

EXTERIOR FLATWORK AND CURBS - PROVIDE EXPANSION CONTRACTION JOINT AT 20'-0" ON CENTER MAXIMUM AND CONTROL JOINT AT 5'-0" ON CENTER MAXIMUM.

4. TERMITE CONTROL

QUALITY ASSURANCE: CONFORM TO STATE, LOCAL, AND ALL OTHER REGULATIONS FOR THE USE AND APPLICATION OF TOXICANT CHEMICALS. APPLICATOR SHALL BE A COMPANY SPECIALIZING IN SOIL TREATMENT FOR TERMITE CONTROL WITH FIVE YEARS EXPERIENCE AND LICENSED FOR PROJECT LOCATION. SUBMIT COMPLETE PRODUCT DATA AND MANUFACTURER'S INSTRUCTIONS. INDICATE CAUTION REQUIREMENTS.

WARRANTY: FURNISH FIVE YEAR WARRANTY AGAINST INVASION OR PROPAGATION OF SUBTERRANEAN TERMITES, DAMAGE TO BUILDING OR CONTENTS CAUSED BY TERMITES. INCLUDE COST FOR REPAIRS TO BUILDINGS OR CONTENTS SO CAUSED. CERTIFICATION OF TREATMENT SHALL BE PROVIDED IN CLOSEOUT DOCUMENTS AT G.C. EXPENSE.

PRODUCTS: PROVIDE WATER EMULSION MATERIALS MANUFACTURED BY ONE OF THE FOLLOWING: BASE TERMIDOR; DOW AGRO SCIENCES EQUITY 1.0 PERCENT; OR OTHER PRODUCT SUBSTITUTIONS IF APPROVED IN WRITING BY PANDA.

EXECUTION: VERIFY EXISTING CONDITIONS BEFORE STARTING WORK. APPLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL LAWS AND OSHA REGULATIONS. COORDINATE INSTALLATION WITH ROUGH GRADING TO AVOID DISTURBANCES TO TREATED SOIL. RETREAT ANY DISTURBED SOIL. DO NOT PERMIT SOIL GRADING OVER COMPLETED WORK.

TREATMENT SCHEDULE: TREAT SOIL AT THE FOLLOWING LOCATIONS:
UNDER FOOTINGS; UNDER SLABS ON GRADE; BOTH SIDES OF FOUNDATION WALLS; AND SOIL WITHIN 10 FEET OF BUILDING PERIMETER FOR A DEPTH AS RECOMMENDED BY THE MANUFACTURER FOR THE REGION WHERE PROJECT IS LOCATED.

DIVISION 3 - CONCRETE

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE SPECIFICATIONS

DIVISION 4 - MASONRY

1. GENERAL NOTES

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF ALL LOCAL CODES AND STANDARDS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND REPORT ANY ERRORS, OMISSIONS, OR POSSIBLE DISCREPANCIES TO THE ARCHITECT AND PANDA EXPRESS PRIOR TO COMMENCING ANY WORK. SPECIAL CARE SHALL BE GIVEN TO THE SITE AND BUILDING LAYOUT THEREON.

THE CONTRACTOR SHALL PROVIDE SAFE AND ADEQUATE BRACES AND CONNECTIONS TO SUPPORT THE COMPONENT PARTS OF THE STRUCTURE UNTIL THE STRUCTURE ITSELF (INCLUDING THE FLOOR AND ROOF DIAPHRAGMS) IS COMPLETE ENOUGH TO ADEQUATELY SUPPORT ITSELF.

OPTIONS, IF PROVIDED HEREIN, ARE NOTED FOR CONTRACTOR'S CONVENIENCE. HE SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE ALL DETAILS, AND SHALL OBTAIN ALL REQUIRED APPROVALS.

COSTS OF ADDITIONAL DESIGN WORK NECESSITATED BY SELECTION OF AN OPTION OR DUE TO ERRORS OR OMISSIONS IN CONSTRUCTION, SHALL BE BORNE BY THE CONTRACTOR.

2. BRICK MADE FROM CLAY OR SHALE

A) GENERAL: COMPLY WITH REFERENCED STANDARDS AND OTHER REQUIREMENTS INDICATED BELOW APPLICABLE TO EACH FORM OF BRICK REQUIRED.
B) SIZE: PROVIDE MODULAR BRICK
C) PROVIDE SPECIAL MOLDED SHAPES WHERE INDICATED AND FOR APPLICATION REQUIRING BRICK OF FORM, SIZE AND FINISH ON EXPOSED SURFACES WHICH CANNOT BE PRODUCED FROM STANDARD BRICK SIZES BY SAWING.
D) FOR SILLS, CAPS AND SIMILAR APPLICATIONS RESULTING IN EXPOSURE OF BRICK SURFACES WHICH OTHERWISE WOULD BE CONCEALED FROM VIEW, PROVIDE UNCORED OR UNFROGGED UNITS WITH ALL EXPOSED SURFACES FINISHED.
E) FACING BRICK: ASTM C-216, AND AS FOLLOWS:
GRADE SW, EXCEPT GRADE MW OR NW MAY BE USED FOR INTERIOR WORK ONLY.
TYPE: FBS.
TEXTURE AND COLOR: SEE EXTERIOR FINISH SCHEDULE

MORTAR AND GROUT MATERIALS

A PORTLAND CEMENT: ASTM C-150, TYPE I, EXCEPT USE TYPE III FOR CONSTRUCTION BELOW 40 DEGREES
PROVIDE NATURAL COLOR OR WHITE CEMENT AS REQUIRED TO PRODUCE REQUIRED MORTAR COLOR.
HYDRATED LIME: ASTM C-207, TYPE S.
AGGREGATE FOR MORTAR: ASTM C-144
WHITE AGGREGATES: NATURAL WHITE SAND OR GROUND WHITE STONE.
AGGREGATE FOR GROUT: ASTM C-404.
WATER:CLEAN AND POTABLE.
ACCELERATORS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, NON-CHLORIDE ADMIXTURES MAY BE USED IN COLD WEATHER CONSTRUCTION.

MORTAR AND GROUT MIXES

A) GENERAL: USE ONLY THE SPECIFIED ADDITIVES TO MORTAR AND GROUT MIXES. DO NOT USE CALCIUM CHLORIDE IN MORTAR OR GROUT.
B) MIXING: COMBINE AND THOROUGHLY MIX CEMENTITIOUS MATERIALS, WATER, AGGREGATES AND ADMIXTURES IN A MECHANICAL BATCH MIXER. COMPLY WITH APPLICABLE ASTM STANDARDS AND MATERIAL MANUFACTURER'S RECOMMENDATIONS FOR MIXING TIME AND WATER CONTENT. MEASURE AND BATCH MATERIALS BY VOLUME SO THAT REQUIRED PROPORTIONS CAN BE ACCURATELY CONTROLLED AND MAINTAINED. MEASUREMENT OF SAND BY SHOVEL WILL NOT BE PERMITTED; MEASURE USING CONTAINER CONSTRUCTED FOR CONSISTENT VOLUME MEASUREMENT.
C) MORTAR FOR UNIT MASONRY: COMPLY WITH ASTM C-270, PROPORTION SPECIFICATIONS, CEMENTLIME MORTAR, FOR TYPES OF MORTAR REQUIRED, UNLESS OTHERWISE INDICATED.
USE TYPE M MORTAR FOR MASONRY BELOW GRADE AND IN CONTACT WITH EARTH, AND WHERE INDICATED.
AIR CONTENT: 8-12% MAXIMUM.
USE TYPE S MORTAR FOR ALL OTHER MASONRY.
AIR CONTENT: 8-12% MAXIMUM.
COLORED AGGREGATE MORTAR: PRODUCE MORTAR OF COLOR REQUIRED BY USE OF COLORED AGGREGATES IN COMBINATION WITH SELECTED CEMENTITIOUS MATERIALS.
COLOR:TO BE SELECTED BY PANDA.
LIMIT CEMENTITIOUS MATERIALS IN MORTAR TO PORTLAND CEMENT - LIME.

GROUT FOR UNIT MASONRY: COMPLY WITH ASTM C-476. USE GROUT OF CONSISTENCY WHICH AT TIME OF PLACEMENT WILL COMPLETELY FILL ALL SPACES INTENDED TO RECEIVE GROUT.
MIX: PORTLAND CEMENT, SAND, GRAVEL AND WATER, PROPORTIONED AS REQUIRED TO PROVIDE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
USE FOR REINFORCED MASONRY LINTELS OR BOND BEAMS, REINFORCED MASONRY PIERS, AND WHEREVER GROUTING FULL IS INDICATED OR SPECIFIED.

JOINT REINFORCEMENT, TIES AND ANCHORS
A)MATERIALS: COMPLY WITH REQUIREMENTS INDICATED BELOW FOR BASIC MATERIALS, AS WELL AS REQUIREMENTS FOR EACH FORM OF JOINT REINFORCEMENT, TIE AND ANCHOR FOR SIZE AND OTHER CHARACTERISTICS.
B) HOT-DIP GALVANIZED STEEL WIRE: ASTM A-82 FOR UNCOATED WIRE AND WITH ASTM A-153, CLASS B2 (1.5 OZ. PER SQ. FT. OF WIRE SURFACE) FOR ZINC COATING APPLIED AFTER PRE-FABRICATION INTO UNITS.
C) JOINT REINFORCEMENT: WELDED-WIRE UNITS PREFABRICATED WITH DEFORMED CONTINUOUS SIDE RODS AND PLAIN CROSS RODS INTO STRAIGHT LENGTHS OF NOT LESS THAN 10'-0", WITH PREFABRICATED CORNER AND TEE UNITS.
WIDTH: APPROXIMATELY 2" LESS THAN NOMINAL WIDTH OF WALLS AND PARTITIONS, TO PROVIDE MORTAR COVERAGE OF NOT LESS THAN 5/8" ON JOINT FACES EXPOSED TO EXTERIOR AND 1/2" ELSEWHERE.
WIRE SIZE FOR SIDE RODS: 9 GAUGE.
WIRE SIZE FOR CROSS RODS: 9 GAUGE.
WIRE SIZE FOR TWO-PART REINFORCING: 3/16" DIAMETER IN EXTERIOR WALLS.
CONFIGURATION:
SINGLE-WYTHE MASONRY: TRUSS DESIGN WITH CONTINUOUS DIAGONAL CROSS RODS SPACED NOT MORE THAN 16" O.C
PENCIL RODS AT CONSTRUCTION JOINTS: AS SHOWN, DOWELS DIPPED IN TAR FOR HALF OF LENGTH.
REINFORCING BARS: DEFORMED STEEL, ASTM A-615, GRADE 60 FOR BARS NO. 3 TO NO. 18.
MISCELLANEOUS MASONRY ACCESSORIES
NON-METALLIC EXPANSION JOINT STRIPS: PREMOLDED, FLEXIBLE CELLULAR NEOPRENE RUBBER FILLER STRIPS COMPLYING WITH ASTM D-1056, GRADE RE41E1, CAPABLE OF COMPRESSION UP TO 35%, OF WIDTH AND THICKNESS INDICATED ON DRAWINGS.
WEEP VENT HOLE: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE UV STABLE POLYESTER MESH, RECTANGULAR SHAPE, INSERTED IN BRICK CAVITY WALL OPEN HEAD JOINT.
MATCH COLOR SELECTION WITH MORTAR COLOR.

3. CONCRETE MASONRY UNITS (CMU)

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE MASONRY UNITS (CMU) SPECIFICATIONS

DIVISION 5 - METALS

1. STEEL FRAMING

REFERENCE STRUCTURAL DRAWINGS FOR STEEL FRAMING SPECIFICATIONS

2. MISCELLANEOUS METALS

CUSTOM FABRICATE FERROUS METAL ITEMS 16 GAUGE AND HEAVIER. REFER TO DRAWINGS AND DETAILS.

3. METAL STUDS

INSTALL METAL FRAMING SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S PRINTED OR WRITTEN INSTRUCTIONS AND RECOMMENDATIONS, UNLESS OTHERWISE INDICATED. INSTALL CONTINUOUS TRACK - SIZED TO MATCH STUDS. SECURE TRACKS AS RECOMMENDED BY STUD MANUFACTURER FOR TYPE OF CONSTRUCTION INVOLVED.

SET STUDS PLUMB, EXCEPT AS NEEDED FOR DIAGONAL BRACING OR REQUIRED FOR NON-PLUMB WALLS OR WARPED SURFACES.

INSTALL SUPPLEMENTARY FRAMING, BLOCKING AND BRACING IN METAL FRAMING SYSTEM WHENEVER WALL OR PARTITIONS ARE INDICATED TO SUPPORT FIXTURES, EQUIPMENT, SERVICES, CASEWORK, HEAVY TRIM AND FURNISHINGS AND SIMILAR WORK.

SECURE STUDS TO TOP AND BOTTOM RUNNER TRACKS BY EITHER WELDING OR SCREW FASTENING AT BOTH INSIDE AND OUTSIDE FLANGES.

INSTALL HORIZONTAL STIFFENERS IN STUD SYSTEM AS REQUIRED, SPACE (VERTICAL DISTANCE) AT NO MORE THAN 4'-6" O.C.

4. EXTERIOR ALUMINUM AWNINGS

DIVISION 6 - WOOD AND PLASTICS

1. WOOD FRAME AND ROOF TRUSSES

REFERENCE STRUCTURAL DRAWINGS FOR SPECIFICATIONS OF WOOD FRAMING AND TRUSSES

2. FINISH CARPENTRY MATERIALS

QUALITY ASSURANCE:
PERFORM FINISH CARPENTRY WORK IN ACCORDANCE WITH AWI QUALITY STANDARDS, PREMIUM GRADE. USE FULL LENGTH PIECES, MITER ALL JOINTS, SHOULDER JOINT AT DOOR JAMBS. FILL ALL NAIL HOLES AND SAND SMOOTH.

WOOD TRIM INTERIOR: VERTICAL GRAIN, RED OAK SURFACE ALL EXPOSED EDGES.

EXPOSED WOOD AT EXTERIOR: RESAWN DOUGLAS FIR, NO KNOTS, STAIN GRADE.

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REVISIONS:

ISSUE DATE:

	PERMIT/BID	06-30-23

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PANDA PROJECT #: TBD
PANDA STORE #: TBD
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SPECIFICATIONS

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