Applicants must appear in person to file an application. Applications by mail or courier will <u>not</u> be	accepted.
APPLICATION FOR A SPECIAL ADMINISTRATIVE PERMIT (SAP) For SPI, Beltline, LW, MR, MRC & NC Zoning Districts City of Atlanta, Office of Zoning and Development (404-330-6145) File No.: C	5AP-19-067
APPLICANT (name) Patti Wallis	1
ADDRESS 3780 Meeting Street NW, Duluth, GA 30096	1 1 1 1 1 1 1 1 1 1
070.057.7400	epartment of City Planning
PROPERTY LANDOWNER Buckhead Market Edens LLC	ce of Zoning & Development
DO D	1000
	APR 2.4 2019
	55 Trinity Ave. S.W.
ADDRESS OF PROPERTY 77 West Paces Ferry Rd NW	Ste. 3350 Atlanta, GA
Land District 17 Land Lot 99 Council District 8. NPU B	
Is property within the BeltLine Overlay District? Yes No Zoning Classification SPI-9 S.	AZ V
Is Inclusionary Zoning applicable to this project? Yes No X (See additional requirements below	, SpI-9 Moradorium
Submittal Checklist (See detailed checklist on page 2):	
Project Summary: Provide <u>cover letter</u> describing new construction, alterations, repairs of existing structures and/or the site. <u>Requests for administrative variations must be accompanied</u>	r other changes to the exterior o
Property Survey: Submit two (2) copies. Lot consolidation, replatting or subdivision may be re	
Site Plan (released for construction and sealed) and Building Elevations:	
 a. <u>Initial Submission</u>: <u>Four (4)</u> Site plans & <u>Two (2)</u> Elevations; with two (2) more copies if D b. <u>Other information</u>: Copies of applicable Rezoning Legislation, Special Use Permit and 	any letters for Variance or Special
Exception. Note: additional plans or documents may be required at the discretion of the O	ffice of Zoning and Development.
 Property Owner Authorization: Submit required notarized owner consent per attached form. Notice to Applicant: Submit attached form with signature and date. 	
✓ Development Controls Specification Form	
Fees (non-refundable): Payable to the "City of Atlanta" in the form of cash, credit card, personal or of	cashier check, or money order.
☐ Exterior demo, outdoor dining new/expansion, or non-expansion: \$250. ☑ Developments <	-
I HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPE ALL STATEMENTS HEREIN ATTACHED & SUBMITTED ARE TRUE TO THE BEST OF MY KNOW	RTY. I HEREBY DEPOSE THAT
Date 04/24/2019 Signature of Applicant	Patti Wallis
organization approximation in the second sec	7 dtii VVdiilo
Additional Submittal Requirements (as applicable):	
 Inclusionary Zoning: All new or conversion multifamily residential rental projects with 10 or District OR Westside neighborhoods of English Avenue, Vine City, Ashview Heights, or AU Inclusionary Zoning Certification Form with their application. Certification: https://www.atlantaga.gc 	C must complete and submit the
Beltline, NC-2, NC-6, NC-10, NC-11, NC-12, & NC-14 Districts: Pre-application conference with	h Zoning and Development Staff is
recommended <u>prior</u> to SAP submittal. To arrange such a meeting contact Faci <u>flbrown@atlantaga.gov</u> . INCLUDE EXTRA COPY OF SUBMITTAL PACKAGE for the requi	ia Brown at 404-330-6636 or
detailed below. Submit (1) one application and (3) three sets of drawings, staff will make copies of	f the received SAP for you.
Mail a copy of the <u>submitted SAP application & drawings stamped received by the Original Property of the Original Pro</u>	ffice of Zoning and Development
to the NPU. ➤ Submit a copy of <u>U.S. Postal Service Certificate of Mailing</u> and <u>notarized Affidavit of NPU</u>	Notification as soon as possible to
complete the application submission and begin the SAP review period.	•
 <u>Development Review Committee (DRC)*</u>: Projects in the Beltline & SPIs 1, 9, 12, 15, 16, 17 dis <u>Development of Regional Impact (DRI) Study</u>: Developments either over 500,000 s.f. or having 	tricts may require DRC review.
may require a DRI approval by GRTA and ARC. For full thresholds and rules contact GRTA and/o Initial submission: DRI Form 1 with the SAP application. Zoning and Development staff wi and ARC.	r ARC.
 <u>Watershed Management (DWM) Requirements (Section 74-504(a)):</u> Consultation meeting wit disturbance to determine applicable storm water work. Call 404-330-6249 or visit: <u>www.atlantawaters.com</u> 	th DWM is <u>REQUIRED</u> for any site tershed.org/greeninfrastructure
(FOR OFFICE OF ZONING AND DEVELOPMENT OFFICE USE ONLY)	
The above request for a Special Administrative Permit (SAP) was approved or denied on	

See attached Special Administrative Permit Approval Form(s) for detailed approval information.

5-14-NGA

SCOPE OF WORK NARRATIVE

Department of City Planning Office of Zening & Development

Date:

04/23/2019

Subject:

Scope of New Storefront and Sitework at Buckhead Market Place

Location:

Buckhead Market Place

77 West Paces ferry Rd.

Suite 35B

Atlanta, GA. 30305

55 Trinity Ave. S.W. Ste. 3350 Atlanta, GA

To:

City of Atlanta Office of Buildings **Attn: Commercial Permits Division**

55 Trinity Ave. **Suite 3900**

Atlanta, GA. 30303 Phone: 404-330-6696

From:

Taylor Pitelka, 404-584-1680

The following is intended to summarize the expected scope of work for the above-mentioned project. All information included in this report is from preliminary inspection of existing conditions and future tenant needs and is subject to change.

Site:

Scope of sitework is limited to 1,130 sf.

There is no change in useable open space.

Replace existing concrete sidewalk in hatched area shown on plans.

Slightly revise grades to decrease sidewalk cross-slope and accommodate new tenant entry/exit doors.

Decrease amount of impervious surface by 133 sf. By expanding landscaping beds.

Revise drainage inlets as needed for new sidewalk elevations

Provide erosion control BMPs for sitework

Provide proposed seating area for future ice cream shop

Provide new landscaping at new beds.

Building Exterior:

Expand existing storefront opening to accommodate new glazing and 4 new entry doors.

Scope of work results in a net increase of length of glazing of 27'-10", or 46.4% of the effected length of the existing building.

Proposed length of fenestration is 73% of the effected length of the existing building.

Scope of Work Letter

Page 1 of 1



City of Atlanta Office of Zoning & Development SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION Notarized Authorization by Property Land Owner

File # 5/10-19-067

(Required only if applicant is not	the owner of the property subj	ect to the application 2001 or City Planning Development
TYPE OF APPLICATION: Special Admini	strative Permit	and a sovelopment
I, Ryan Halberg owner(s) name	SWEAR THAT	I AM THE LANDOWNER 55 Trinity Ave. S.W.
OF THE PROPERTY LOCATED AT: 77 We	est Paces Ferry Rd NW	Ste. 3350 Atlanta, GA
AS SHOWN IN THE RECORDS OF	Fulton	COUNTY OF OF ON WILLIAM
AS SHOWN IN THE RECORDS OF		_ COUNTY, GEORGIA WHICH IS
THE SUBJECT MATTER OF THE ATTACH		
BELOW TO ACT AS THE APPLICANT IN 1	THE PURSUIT OF THIS A	APPLICATION.
NAME OF APPLICANT (PRINT CLEARLY): Patti Wallis		
ADDRESS: 3780 Meeting Street NW, Dulut	h, GA 30096	
TELEPHONE: 678-357-7439	EMAIL: pwallis@psi-atl-	ga.us Signature of Property Landowner
		PAN M MARERE
Personally Appeared Before Me		Print Name of Property Landowner
Becca Dodd		
Who Swears That The Information Contained In this Authorization Is True and Correct To The Best of His or Her Knowledge and Belief.		

5-1-



City of Atlanta Office of Zoning & Development SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION <u>Development Controls Specifications (Required)</u>

File # SAp-19-007

*Developmental Controls forms are required to be completed by the applicant, and all applicable specifications should be shown on the site plan in chart form. Items omitted will delay the plan review process Refer to City Atlantainzoning Code (Chapters 8, 19, and 28) for clarification.

						7
Definitions and	Methods o	f Calculation	1		-	
Net Lot Are	ea (NLA) = leng	th of property li	ne X width of property	ine	APH 24	2019
 GLA for c 	orner lots = (NI	_A) + [(street "A	" right-of-way width +2"	X (street "A" lena	th of property line)] +	[(street "B" right-of-
way width	÷2) X (street "B	" length of prop	erty line) + [(street "A"	right-of-way width	÷2) X (street "B", right	of-way width +2)]
GLA (with	only one front y	rard adjacent to	street) = (NLA) + [(stre	et right-of-way wic	lth ÷2) X (length ôf fro	ont property line)]
			(including streets, park			
			R for properties within sarea minus area of bui			eas of SPI districts.
Lot Size (in squa		<u>Mided</u> — (Net lot	area minus area or bu	iding rootphint) + (i	net lot alea)	
	nd Area (GLA)					
	ot Area (NLA)					
		s applicable	. Check which us	ed for residen	itial: □ GLA. o	r 🗆 NLA
	Residential	Residential So		Non-	Non-Residential Squ	
	FAR Ratio	resolucinal Se	quare i ootage	Residential FAR Ratio	Non-ivesidential oqu	iale roolage
Base Allowed						
Base Provided						
Bonus Allowed						
Bonus Provided						
Bonus FAR Pro	gram (check	bonus utilized	l if applicable)			
Transit Station	Ground Floor Retail		Open Space and New Streets	Community Center	Workforce Housing	
Residential Uni	ts			Total Provid	ed:	
	Num	ber of Units Pro	ovided (without bonus)			
Number	of Bonus Units	Provided (witho	out workforce housing)			
Number of Bonu	us Workforce H	ousing Units Pro	ovided (20% required)			
			nber of Units per Acre			
Building Covera	age 🗆 or	Lot Covera	age 🗌 (check a	oplicable as requ	ired per zoning dist	rict)
			Percentage (%)			Square Footage
Max. Permitted						
Provided						
Fenestration (%	of each street	-fronting facad	le calculated separate	ely, per district re	gulations)	
		ential Façade P		1	idential Façade Perd	entage (%)
	Local Street	Arterial/Collect	or Beltline Corridor	Local Street	Arterial/Collector	Beltline Corridor
Min. Required						
Provided (specify for each street)				73%		
			1			



City of Atlanta Office of Zoning & Development SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION Development Controls Specifications (Required)

File # SAO-19-007

W.S. 3950 616, 3350

Residential Open Space Requirements (refer to Chapter 28 for clarification)

Definitions and Methods of Calculatio	Definitions	and Methods	of Calculation
--	--------------------	-------------	----------------

APR 2 4 2019

- <u>LUI</u> = Land Use Intensity Ratios Table (per Section 16-08 R-G District Regulations)
- TOSR are calculated only for residential developments. TOSR includes the total horizational area of covered open space subject to the limitational area of covered open space subject to the limitational area of covered total open space is the open space closed to the sky but having two clear unobstructed open or partially open (50% or more) sides.
 - o TOSR required = (LUI table) X (GLA).
 - o TOSR provided = (GLA) (area of building footprint) + (combined area of balconies and rooftop terraces).
- <u>UOSR</u> requirements are calculated using the residential FAR (of the <u>corresponding net lot or GLA lot sized used</u> to calculate FAR) for both residential and mixed-use developments. It does not include areas for vehicles. However, newly created on-street parking (outside of existing travel lanes) and new streets may be counted towards the UOSR calculations as specified in the district regulations.
 - o UOSR required = (LUI table) X (the corresponding lot size used to calculate FAR).

o I	of GLA is used for USOR, than the amount proof parking lots, and driveways) + (balconies, adjacent right-of-way).	vided shall be = (NLA) (area of building footprint + surface area rooftop terraces, and landscaped areas on sidewalks within the
TOSR: Total	Open Space Requirements for Resid	dential Only Projects
(Not required in SF	PI-9, SPI-16, SPI-17, SPI-18, SPI-20, SPI-21, N	IRC, MR, or LW districts, or in mixed-use developments.)
	Ratio	Total Square Footage
Minimum Required		
Provided	No change	
Square Footage b	preakout of UNCOVERED TOSR amount pro	vided by the following:
	GLA minus building square footage	
Open exterior	r balconies (per Section 16-28 or district regs)	
	Roof area improved as recreation space	
Square Footage b	preakout of COVERED TOSR amount provide	ed by the following:
	ed to the sky (roof) but having two sides with a minimum of 50% open	
	e Open Space Requirements for Resolution to the counted towards Public Space Requirement	sidential and or Mixed-use Developments
	Ratio	Total Square Footage
Minimum Required		, sam game resuge
Provided	No change	
Square Footage B	Breakdown of UOSR amounts provided by the	e following:
	Balconies	
	Rooftop Terraces	
	Landscaped Areas and Plazas	
	Portions of Sidewalks on Private Property	
Portions of L	andscaped Areas in Right-of-way adjacent to Property	



City of Atlanta Office of Zoning & Development SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION <u>Development Controls Specifications (Required)</u>

File#_

Non-Reside	ntial	Public Space R	Requiren	nents (refe	r to Chapter 28 for clarifica	tion)
	pace	Requirements for N			ed-use Development	
Public Space provi	ided =	(square footage area of e	xterior space,) + (square foc	otage area of interior space)
		Per	centage (%)			Total Square Footage
Minimum Required		7.0 40.0				
Provided	No	change				
Square Footage Br	reakdo	own of PSR amounts pro	vided by the	following:		
areas, plazas, terra	aces,	o general public such as patios, observation decks open recreational spaces	, fountains,			
during normal busin lobbies, concourses areas for public rec similar public amenin	ness f s, pla creatio ties)	area accessible to the ge nours such as malls, gall za, walkways, fountains, n, pedestrian seating, or	eries, atria, landscape eating and			
Parking and Residential Unit Br			ents (refer	to district regu	lations and Chapter 28 for	clarification)
Number of Stu	[Number of 1 BR	Nur	nber of 2 BR	Number of 3 BR	Number of 4 BR
Number of ota	0.03	Number of 1 bix	1101	IDEI OI Z DIX	Number of 5 bit	Number of 4 DIX
On-site Parking Spaces				Residential		Non-residential Uses
Minimum Requ	ired					
Provi	ided					
Maximum Allo	wed					
Bicycle Parking Spaces				Residential		Non-residential Uses
Minimum Requ	iired					
Provi	ided					drig
On-site Loading Sp	oaces	(see applicable zoning dis	trict requirem	ents or Section	n 16-028.015)	
			Resid	ential/Hotel	Non-residential	Uses (break out by use)
Minimum Requ (specify for each t						
Provi (specify for each i						



City of Atlanta Office of Zoning & Development SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION Notice to Applicant

File#	

The applicant hereby acknowledges notification that in the process of design review in connection with the issuance of a **Special Administrative Permit (SAP)**, the City of Atlanta Office of Zoning & Development (OZD) will only review such documents as are deemed necessary for the approval of a project concept in compliance with the district regulations set forth in the City of Atlanta Zoning Code. Such documents may include, without limitation, the elevations of the structures proposed and site plans specifying the arrangement of such structures and other features of the project, but generally will not include a full set of construction drawings. This level of review is for the purpose of determining compliance with those sections of the Zoning Code applying to the district where the project is located or to be located and to allow the applicant the flexibility to receive approval for a project concept without the requirement that a full set of construction drawings, that would otherwise be necessary to obtain a building permit, be prepared, presented and reviewed.

It is the applicant's duty to ensure that all drawings or plans, that may be required for further permitting of the actual construction of the project, will result in a finished project that complies with the elevations, site plan and other plans on which the SAP was granted. The applicant is further notified that neither the Office of Buildings nor any of the other City of Atlanta agencies that review any other part of the overall project plans for compliance to building codes, zoning codes, the tree preservation, the riparian buffers ordinance, land disturbance regulations, drainage and sewer capacity or any other regulations in effect at the time of plan review have the authority to approve any changes to the exterior appearance of structures or site plans in a SAP.

It is the responsibility of the applicant to ensure that any changes required, requested, or allowed by any other City agency or any other agency reviewing the plans during any part of the building permit process will not alter the exterior appearance of any structure or cause the relocation, rearrangement and/or reorientation of any feature of the site plan. Therefore, it is important for the applicant to be aware that even changes which may be in compliance with other codes, including without limitation, an increase to the height of the structure, whether resulting from changes to the foundation plan or the grading plan of the site, alterations to the interior layout of the structure that affect the location or size of exterior doors or windows, or changes to the method of construction for any floor of a structure or the roof of any structure, may affect the exterior appearance in a manner which could cause the finished structure to be out of compliance with the elevations approved by the OZD.

The applicant is further put on notice that the location of any feature specified on the site plan is not to be changed from that location which is specified on the site plan approved by the OZD. This includes, without limitation, any such changes that might affect the setbacks of any structure, the orientation of structures or features on the lot, including, without limitation, accessory buildings, the location and size of driveways, walkways, fences, parking pads, parking spaces, loading zones and service areas. It shall be the responsibility of the applicant to ensure that any changes required by any agency reviewing plans for the project remain consistent with the site plan and elevations approved by the OZD

It shall be the responsibility of the applicant, not the OZD, to monitor any plan changes during the permitting of the project to be sure that such changes do not affect the elevations and site plan approved by the OZD at the time of issuance of the SAP.

It is also the responsibility of the applicant to ensure that any changes made on site during the construction of the project, regardless of whether such changes are approved by a City building inspector, or representative of another City agency as being in compliance with the building codes or other applicable codes, do not result in a change to the exterior appearance of a structure or in a change to the site plan. The City of Atlanta Zoning Ordinance provides a process under which changes to the elevations and site plan in a SAP may be approved, however such approval is not guaranteed and the applicant is hereby notified that such changes are based on the application of the district regulations and not on the fact that a hardship, financial or otherwise may result if such permission is not given. The duty to adequately monitor the construction of the project to ensure compliance to the approved SAP and or any other City permit shall at all times be on the applicant, who assumes all risk of loss, financial or otherwise, from enforcement actions that result from the failure to comply with the SAP or any other City permit.

The applicant acknowledges that relief from any stop work order or other enforcement action, whether resulting from action taken by the OZD staff, the Office of Buildings staff or by the staff of any other City agency, must be appealed within the time and in the manner provided by the City Code. The applicant further acknowledges that the decision to apply to the OZD for permission to alter the approved plans is not an appeal of a stop work order or other enforcement action. The applicant acknowledges that it is solely within their own discretion to choose a process to resolve any dispute arising from the interpretation of any ordinance, the issuance of a stop work order or any other enforcement action and that the resolution of any such matter shall be made in compliance with the City Code and other applicable laws. The applicant further acknowledges that no written or oral representation of any City officer, employee, agent or elected official can waive or modify the City Code.

Patti Wallis	Malen	04/24/2019
Applicant Printed Name	Applicant Signature	Date

RECEIPT

CITY OF ATLANTA
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
55 TRINITY AVE SW, ATLANTA GA 30303
404-330-6070

Application: SAP-19-067

Application Type: Planning/SAP/SPI/NA

Address: 77 WEST PACES FERRY RD NW, ATLANTA, GA 30305

Owner Name: MORTON REALTY CO

Owner Address: Application Name:

Receipt No.

642116

Payment Method

Ref Number

Amount Paid

Payment Date

Cashier ID

Received

Comments

Credit Card

\$250.00

04/24/2019

CGOODE

Owner Info.:

MORTON REALTY CO

Work Description:

Replace existing concrete sidewalk in the hatched area shown on plans



SCOPE OF WORK NARRATIVE

Date: 04/23/2019

Subject: Scope of New Storefront and Sitework at Buckhead Market Place

Location: Buckhead Market Place

77 West Paces ferry Rd.

Suite 35B

Atlanta, GA. 30305

To: City of Atlanta Office of Buildings

Attn: Commercial Permits Division

55 Trinity Ave. Suite 3900

Atlanta, GA. 30303 Phone: 404-330-6696

From: Taylor Pitelka, 404-584-1680

The following is intended to summarize the expected scope of work for the above-mentioned project. All information included in this report is from preliminary inspection of existing conditions and future tenant needs and is subject to change.

Site:

Scope of sitework is limited to 1,130 sf.

There is no change in useable open space.

Replace existing concrete sidewalk in hatched area shown on plans.

Slightly revise grades to decrease sidewalk cross-slope and accommodate new tenant entry/exit doors.

Decrease amount of impervious surface by 133 sf. By expanding landscaping beds.

Revise drainage inlets as needed for new sidewalk elevations

Provide erosion control BMPs for sitework

Provide proposed seating area for future ice cream shop

Provide new landscaping at new beds.

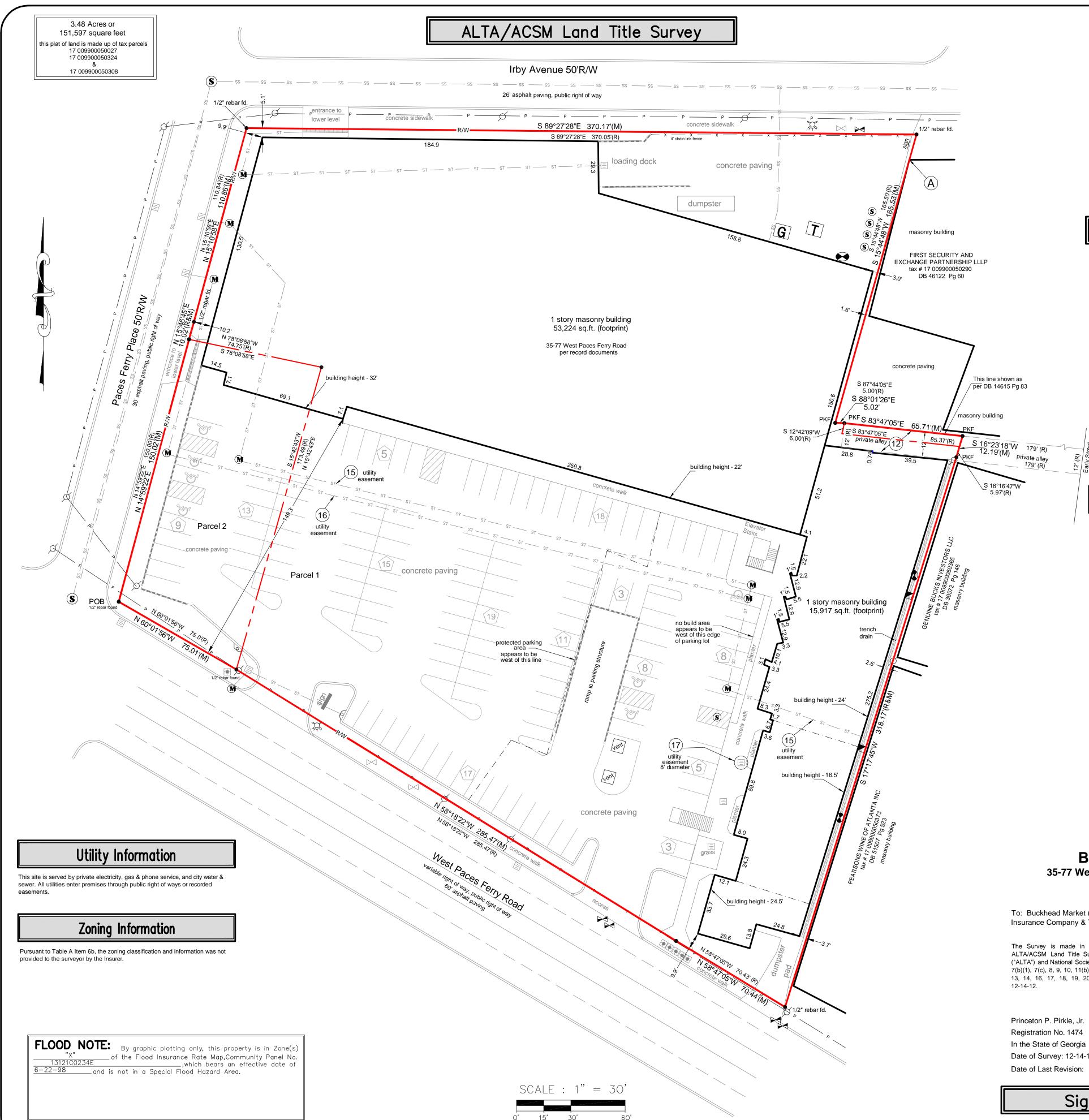
Building Exterior:

Expand existing storefront opening to accommodate new glazing and 4 new entry doors.

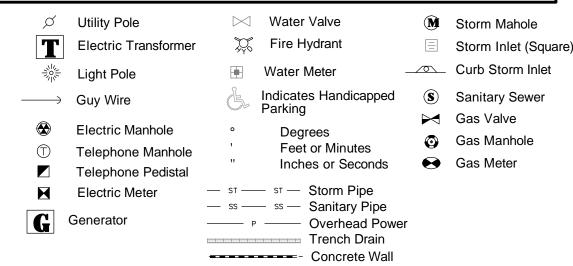
Scope of work results in a net increase of length of glazing of 27'-10", or 46.4% of the effected length of the existing building.

Proposed length of fenestration is 73% of the effected length of the existing building.

Scope of Work Letter Page 1 of 1



Legend of Symbols & Abbreviations



Items Corresponding to Schedule B

- Terms and provisions of that certain Agreement, by and among Lagerquist Associates, Inc., Ray C. Wilson, Mrs. (12) Gladyce W. Dorough and R. E. Dorough and John W. Armsby, dated January 18, 1957, filed for record April 17, 1957, and recorded in Deed Book 3212, Page 210, Fulton County, Georgia records, applies and affects as
- Easement from H. W. Ivey Construction Company, Inc. to Georgia Power Company dated December 10, 1964, filed for record January 14, 1965, and recorded in Deed Book 4357, Page 514, aforesaid records, aforesaid records, applies and affects but is blanket in nature.
- Easement from H. W. Ivey Construction Company, Inc. to Georgia Power Company dated October 6, 1970, filed (14) for record November 5, 1970, and recorded in Deed Book 5303, Page 318, aforesaid records, aforesaid records, applies and affects but is blanket in nature.
- Sewer Easements (storm water) from Mrs. Pauline I. Adams to City of Atlanta, filed for record December 1, 1972, (15) and recorded in Deed Book 5707, Page 485, aforesaid records, applies and affects as shown. (no width of
- Sewer Easements (storm water) from Harry Norman to City of Atlanta, dated April 14, 1973, filed for record May (16) 16, 1973, and recorded in Deed Book 5821, Page 82, aforesaid records, applies and affects as shown. (no width
- Terms and provisions of that certain Storm Water Management Inspection and Maintenance Agreement, by and between Morton Realty Co. and City of Atlanta, dated February 8, 2008, filed for record February 27, 2008, and recorded in Deed Book 46386, Page 293, aforesaid records, applies and affects as shown.

Miscellaneous Notes

1. There is direct physical access to the subject property via West Paces Ferry Road, Paces Ferry Place & Irby Avenue, public right-of-ways.

2. No wetland areas were observed during the course of field work and no documents were provided by the client with respect to wetlands.

3. At the time of this survey, there is no visible evidence of any burial grounds on premises.

4. At the time of this survey, this site is not used as a solid waste dump, sump or sanitary

5. At the time of this survey, there is no visible evidence of any recent right of way changes or street/sidewalk construction repairs.

6. At the time of this survey, there is no visible evidence of any earth moving work, building

7. There are 125 regular striped parking spaces + 7 handicap spaces located on the upper level of the parking deck & 149 regular striped parking spaces + 2 handicap spaces located on the lower level of the parking deck.

8. The utility locations shown hereon were determined by observed above ground evidence only, the surveyor was not provided with underground plans or above ground markings to determine any subsurface locations. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. This surveyor has not physically located the underground utilities.

9. No appurtenant easements were disclosed in the title commitment provided to the surveyor.

10. Basis of Bearing (S 89°27'28"E) is the record bearing of the right of way of Irby Street as per plat referred to in the record legal description.

Buckhead Marketplace 35-77 West Paces Ferry Road, N.E., Atlanta, GA

Surveyor's Certification

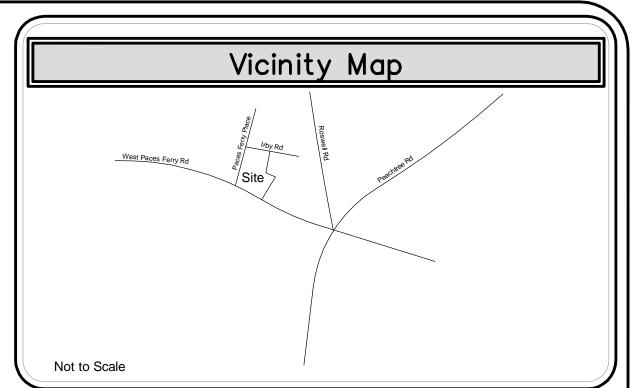
To: Buckhead Market (Edens), LLC; Edens Limited Partnership; First American Title Insurance Company & The Prudential Insurance Company of America

The Survey is made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by American Land Title Association ("ALTA") and National Society of Professional Surveyors ("NSPS") and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b))(limited to plans already in the possession of surveyor or supplied by client), 13. 14. 16. 17. 18. 19. 20(a), 21 (\$1,000,000) of Table A thereof. The field work was completed or

Date of Survey: 12-14-12

Significant Observations

(A) building encroaches 0.07' over property line



Record Description

All that tract or parcel of land lying and being in the City of Atlanta and Land Lot 99 of the 17th District of Fulton County, Georgia, being shown as Parcel One containing 3.196 acres, or 139,208 square feet, according to that certain plat of survey entitled "ALTA/ACSM Land Title Survey for Morton Realty Company, Life Insurance Company of Georgia and Lawyers Title Insurance Corporation" prepared by Robert L. White, Georgia Registered Land Surveyor No. 2080, of Planners and Engineers Collaborative, dated September 24, 1991, last updated March 12, 1993, last revised March 30, 1993, and being more particularly described according to said survey as follows:

Beginning at an iron pin found on the northerly right-of-way of West Paces Ferry Road (having a right-of-way which varies in width) at a point which is 314.72 feet Northwest of the intersection of the westerly right-of-way of Roswell Road (having a right-of-way which varies in width) and the northerly right-of-way of West Paces Ferry Road, as measured along the curve of the northerly right-of-way line of West Paces Ferry Road (said curve being subtended by a chord bearing North 66 degrees 01 minutes 33 seconds West 312.90 feet in length) and from said iron pin and point of beginning, run thence North 58 degrees 47 minutes 05 seconds West along the North right-of-way of West Paces Ferry Road a distance of 70.43 feet to a point; continuing thence along the North right-of-way of West Paces Ferry Road North 58 degrees 18 minutes 22 seconds West a distance of 285.42 feet to an iron pin found (said pin being located South 60 degrees 01 minutes 56 seconds East 75.0 feet as measured by the northerly right-of-way of West Paces Ferry Road from its intersection with the easterly right-of-way of Paces Ferry Place, having a right-of-way 50 feet in width); running thence North 15 degrees 42 minutes 43 seconds East a distance of 173,49 feet to an iron pin found; running thence North 78 degrees 08 minutes 58 seconds West a distance of 74.75 feet to an iron pin found on the easterly right-of-way of Paces Ferry Place (having a right-of-way 50 feet in width); running thence North 15 degrees 46 minutes 45 seconds East along the easterly right-of-way of Paces Ferry Place a distance of 10.02 feet to an iron pin found; continue thence North 15 degrees 10 minutes 58 seconds East along the East right-of-way of Paces Ferry Place a distance of 110.84 feet to an iron pin found at the intersection of said right-of-way with the southerly right-of-way of Irby Avenue (having a right-of-way 50 feet in width); running thence South 89 degrees 27 minutes 28 seconds East along the southerly right-of-way of Irby Avenue a distance of 370.05 feet to an iron pin found; running thence South 15 degrees 44 minutes 48 seconds West a distance of 165.50 feet to an iron pin found; running thence South 87 degrees 44 minutes 05 seconds East a distance of 5.00 feet to an iron pin found; running thence South 12 degrees 42 minutes 09 seconds West a distance of 6.00 feet along the westerly boundary of a 12 foot alleyway to an iron pin found at the center of said alley; running thence South 83 degrees 47 minutes 05 seconds East along the center of said 12 foot alley a distance of 85.37 feet to an iron pin found; running thence South 16 degrees 16 minutes 47 seconds West a distance of 5.97 feet to an iron pin found on the southerly boundary of the 12 foot alley; running thence South 17 degrees 17 minutes 45 seconds West a distance of 318.17 feet to an iron pin located on the North right-of-way of West Paces Ferry Road and the Point of Beginning.

Together with all of the Grantor's right, title, interest and benefits in and to that property used for 12 foot wide private alley purposes, as more particularly described in that certain Agreement dated January 18, 1957, recorded April 17, 1957 at Deed Book 3212, Page 210, Fulton County,

All that tract or parcel of land lying and being in the City of Atlanta and Land Lot 99 of the 17th District of Fulton County, Georgia, being shown as Parcel Two containing 0.273 acres, or 11,903 square feet, according to that certain plat of survey entitled "ALTA/ACSM Land Title Survey for Morton Realty Company, Life Insurance Company of Georgia and Lawyers Title Insurance Corporation" prepared by Robert L. White, Georgia

Registered Land Surveyor No. 2080, of Planners and Engineers Collaborative, dated September 24, 1991, last updated March 12, 1993, last

revised March 30, 1993, and being more particularly described according to said survey as follows:

Beginning at a point at the intersection of the northerly right-of-way of West Paces Ferry Road (having a right-of-way which varies in width) with the easterly right-of-way of Paces Ferry Place (having a right-of-way 50 feet in width) and running thence North 14 degrees 59 minutes 22 seconds East along the easterly right-of-way of Paces Ferry Place a distance of 150.00 feet to an iron pin found; running thence South 78 degrees 08 minutes 58 seconds East a distance of 74.75 feet to an iron pin found; running thence South 15 degrees 42 minutes 41 seconds West a distance of 173.49 feet to an iron pin found on the northerly right-of-way line of West Paces Ferry Road; running thence along the North right-of-way of West Paces Ferry Road North 60 degrees 01 minutes 56 seconds West a distance of 75.0 feet to an iron pin found on the Point

The land shown in this survey is the same as that described in First American Title Insurance Company, commitment # NCS-581959-ATL

As Surveyed Description

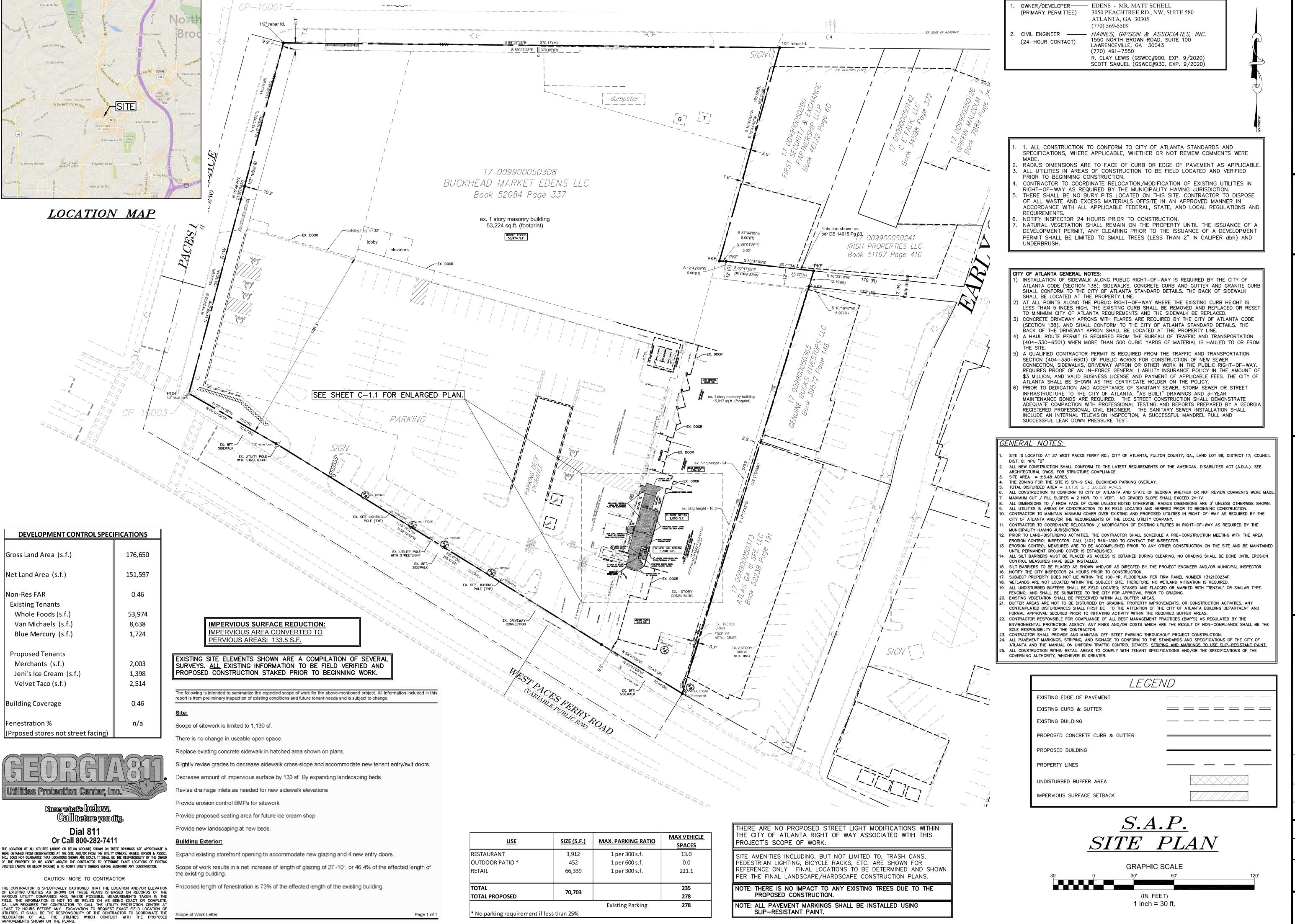
All that tract or parcel of land lying and being in the City of Atlanta and Land Lot 99 of the 17th District of Fulton County, Georgia, being shown as containing 3.480 acres, or 151,562 square feet, according to that certain plat of survey entitled "ALTA/ACSM As-Built Survey of Buckhead Marketplace for The Prudential Insurance Company of America, its successors and assigns, First American Title Insurance Company and Morton Realty Co.", dated January 25, 2011, prepared by Larry R. McMullen, Georgia Registered Land Surveyor No. 2317, of McMullen Engineering, last revised February 17, 2011 and, being more particularly described according to said survey as follows:

Beginning at a point at the intersection of the northerly right of way of West Paces Ferry Road (having a right of way which varies in width) with the easterly right of way of Paces Ferry Place (having a right of way 50 feet in width) and thence running North 14°59'22" East along the easterly right of way of Paces Ferry Place a distance of 150.02 feet to a point; thence running North 15°46'45" East along the easterly right of way of Paces Ferry Place a distance of 10.02 feet to a point; thence running North 15°10'58" East along the easterly right of way of Paces Ferry Place a distance of 110.86 feet to a ½ inch rebar found at the intersection of said easterly right of way of Paces Ferry Place with the southerly right of way of Irby Avenue (having a right of way 50 feet in width); thence running South 89°27'28" East along the southerly right of way of Irby Avenue a distance of 370.17 feet to a point; thence leaving the southerly right of way of Irby Avenue and running South 15°44'48" West a distance of 165.53 feet to a PK nail found; thence running South 88°01'26" East a distance of 5.02 feet to a PK nail found at the northwesterly corner of the terminus of a twelve foot (12') alley; thence running South 83°47'05" East along the northerly boundary of a twelve foot (12') alley a distance of 65.71 feet to a PK nail found; thence running South 16°23'18" West across the said twelve foot (12') alley a distance of 12.19 feet to a point on the southerly boundary of said twelve foot (12') alley; thence leaving the southerly boundary of said twelve foot (12') alley and running South 17°17'45" West a distance of 318.17 feet to a 1/2" rebar found located on the north right of way of West Paces Ferry Road; thence running North 58°47'05" West along the northerly right of way of West Paces Ferry Road a distance of 70.44 feet to a point; thence continuing North 58°18'22" West along said northerly right of way a distance of 285.47 feet to a point; thence continuing North 60°01'56" West along the north right of way a distance of 75.01 feet to the Point of Beginning.

Sheet 1 of 2

Pirkle & Associates Surveying Inc.

783 Slater Durrence Rd., Glennville Ga. 30427 phone: 912-654-3298, fax: 912-654-1463 email: pirkleur @ windstream.net



* No parking requirement if less than 25%

Scope of Work Letter

SLIP-RESISTANT PAINT.





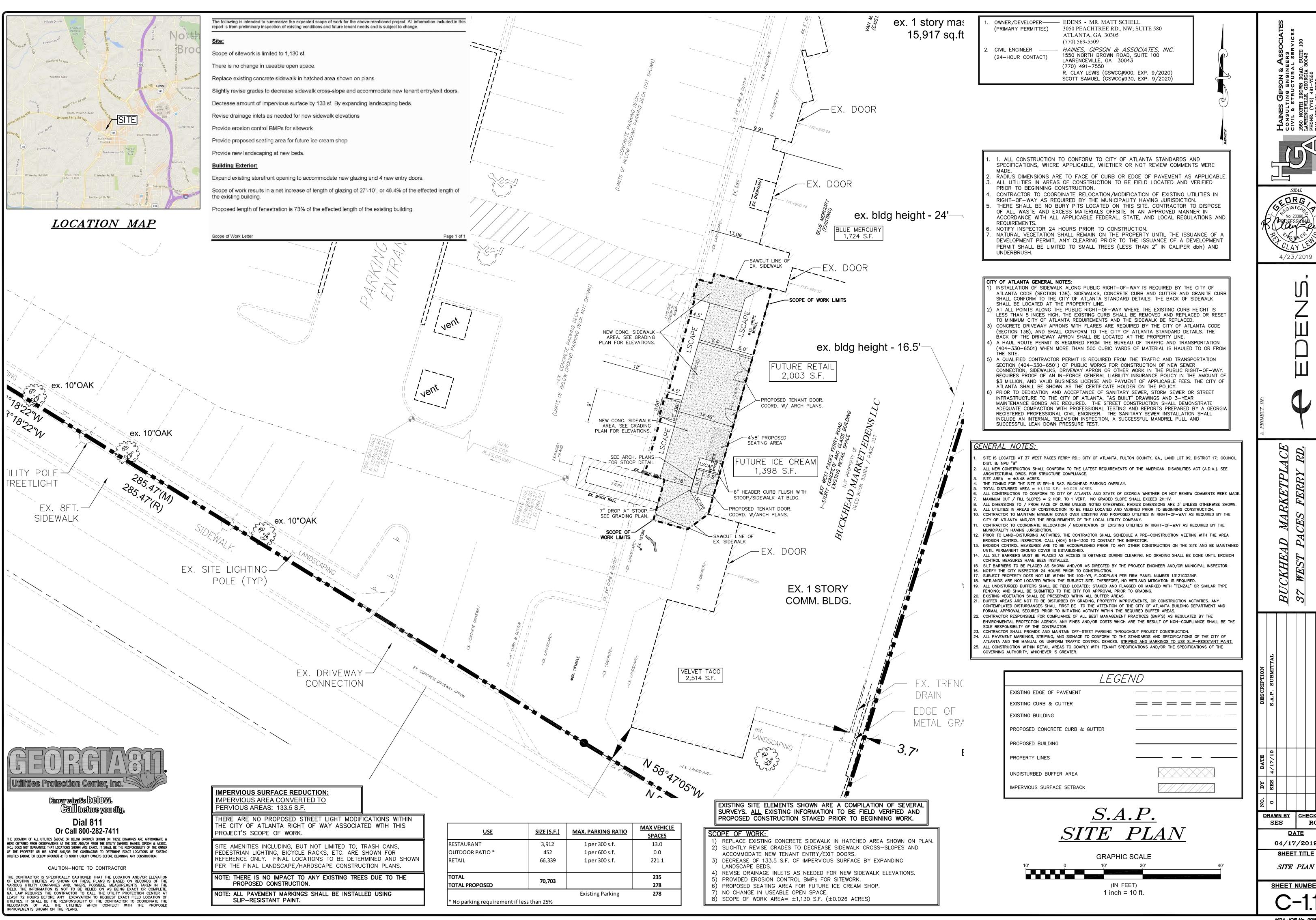


S.A.P. SUBMITTAL				
4/11/19				
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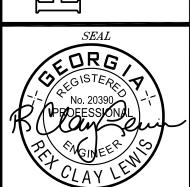
DRAWN BY CHECKED BY SES RCL<u>DATE</u> 04/17/2019 SHEET TITLE

SITE PLAN SHEET NUMBER

HGA JOB No. 2018-202.40







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DRAWN BY CHECKED BY

RCL<u>DATE</u> 04/17/2019

SHEET TITLE

SHEET NUMBER

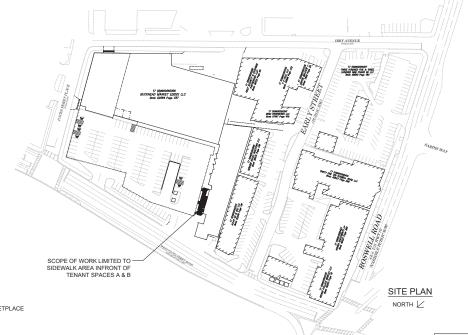
HGA JOB No. 2018-202.40

BUCKHEAD MARKET PLACE

37 WEST PACES FERRY RD. **ATLANTA, GA. 30305**



City of Atlanta Office of Buildings Commercial Permits Division 55 Trinity Ave, Suite 3900 Atlanta, GA 30303 (404) 330-6696



0 Buckhead Market Place BUCKHEAD MARKETPLACE

SCRED WORK

SOURCE STROME ON SOARD PLANTS. TREES & SHRURS IN
EXISTING FLOWERREDS. AND PREPARE TO PROVIDE & INSTALL

PROVIDE A INSTALL NEW PLANTS AS SCHEDULED. PRESERVE
TO THE GREATER EXTENT POSSIBLE AND PREPARE TO

DEED OPPORTIONS OF EXISTING SIDEWALK / CONCRETE PAVING
AND PREPARE TO RECONSIGNER OF NEW FLOWERS FLOWER

4. PROVIDE NEW SIDEWALK / PAVING AS NECESSARY TO

ACCOMMODATE NEW SIDEWALK / PAVING AS NECESSARY TO

ACCOMMODATE NEW STORPERON TENTY DOORS.

5. SUBJECTAL STROME STROME OF THE PROVIDER OF THE PAVING AND PREPARE THE WEST STORPERON TENTY DOORS.

5. SUBJECTAL STROME STROME TO EXISTING PAVEMENT!

	GWB	GYPSUM WALLBOARD
	AFF	ABOVE FINISHED FLOOR
INDEX TO DRAW	INGS	
# SHEET NAME		SHEET NO.

1 KEY PLAN, GENERAL NOTES, DIRECTORY

ABBREVIATIONS SUPPLIER

PLACE BUCKHEAD MARKET P 37 WEST PACES FERRY R ATLANTA, GA. 30305

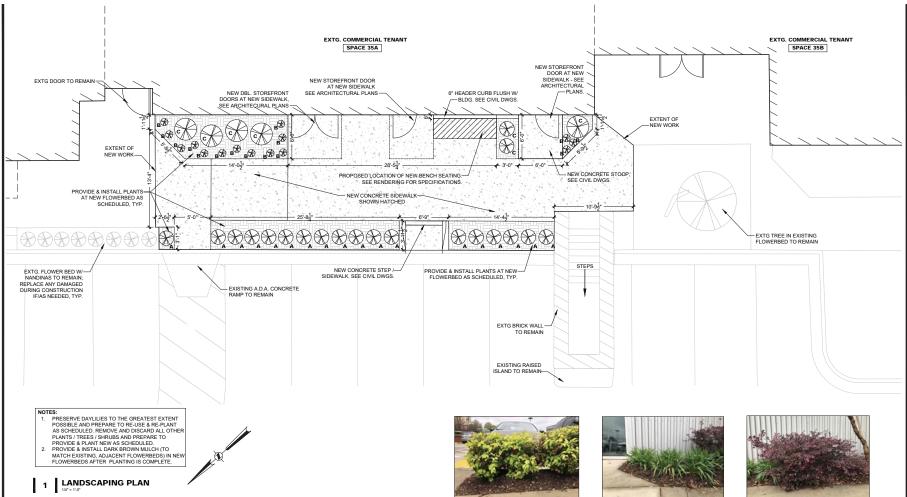
EDEN.

T1

AREA PLAN NORTH







CONDITION	CONCRETE SIDEWALK (SF)	PLANTING BED (SF)	TOTAL (SF)
EXISTING	963.6	170.4	1134
PROPOSED	832.6	301.4	1134
NET CHANGE	-131	131	0



A. NANDINA



BUTTERFLY BUSH (TO BE DEMOLISHED, x2)



B. DAYLILY C. LOROPETALUM

		LAND	SCAPING SCH	EDULE		
MARK	ITEM	VARIETY/COLOR	LOCATION	PROVIDED BY	REMARKS	qη
PLANTS, TI	PRES & SHPURS					
A	NANONA	MATCH EXISTING VARIETY	SEE PLAN SHEET L1	UMDSCP		18
	DAYLEY	NATOHEKSTING VARIETY	SEE PLANSHEET LI	LHOSOP	RE-USE & RE-PLANT DOSTING DAYLLIES REMOVED FROM DEMOLISHED PLOWER SEDS TO THE GREATEST EXTENT POSSIBLE. PROVIDE & PLANT RESPONSIBLE FRE LANDSCAPING PLAN LANDSCAPING PLAN	15
c	LOROPETALUM	MATCH EXISTING VARIETY	SEE PLAN SHEET L1	UNDSOP		7
отнея						
0	MALOH	DARKBROWN	SEE PLAN SHEET LT	LNDSOP	MATCH EXISTING IN A DUACENT PLOWER SEDS	NA

ALL SPECIES PLANTED ARE TO MATCH EXISTING SPECIES FOUND ON SITE. NO NEW PLANT SPECIES TO BE INTRODUCED.



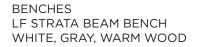
ENLARGED ELEVATION







CHARACTER OF POTENTIAL FURNITURE







PLANTER POTS URBILIS MADISON WHITE, DARK GRAY







BUCKHEAD MARKET PLACE

SUITE 35B, 3362 S.F.
77 WEST PACES FERRY RD.
ATLANTA, GA. 30305

PROJECT DIRECTORY PROJECT NAME & LOCATION WHITE BOX TENANT BUILTOUT FOR EDENS: Buckhead Market Place 77 West Paces Ferry Rd Suite 35B, 3362 S.F. Atlanta, GA. 30305 LANDLORD: Edens Attn: Matt Schell Tenant Construction Manager 3050 Peachtree Rd. NW, Suite 580 Atlanta, GA. 30305 (678)-527-0401 mschell@edens.com PROJECT ARCHITECT TAP Architects, LLC Attn: Taylor Pitelka, Architect 830 Glenwood Ave Se, Suite 510-248 Atlanta, GA 30316 404/584-1681, Fax: -1695 Direct: 404/584-1683, Fax: -3204 Email: tpitelka@tap-architects.com **BUILDING DEPARTMENT:** City of Atlanta Office of Buildings Commercial Permits Division 55 Trinity Ave, Suite 3900 Atlanta, GA 30303 (404) 330-6696

Irby Ave NW

Buckhead Market Place

Van Michael Salon

Bluemercury

Whole Foods Market
Mainstay for natural

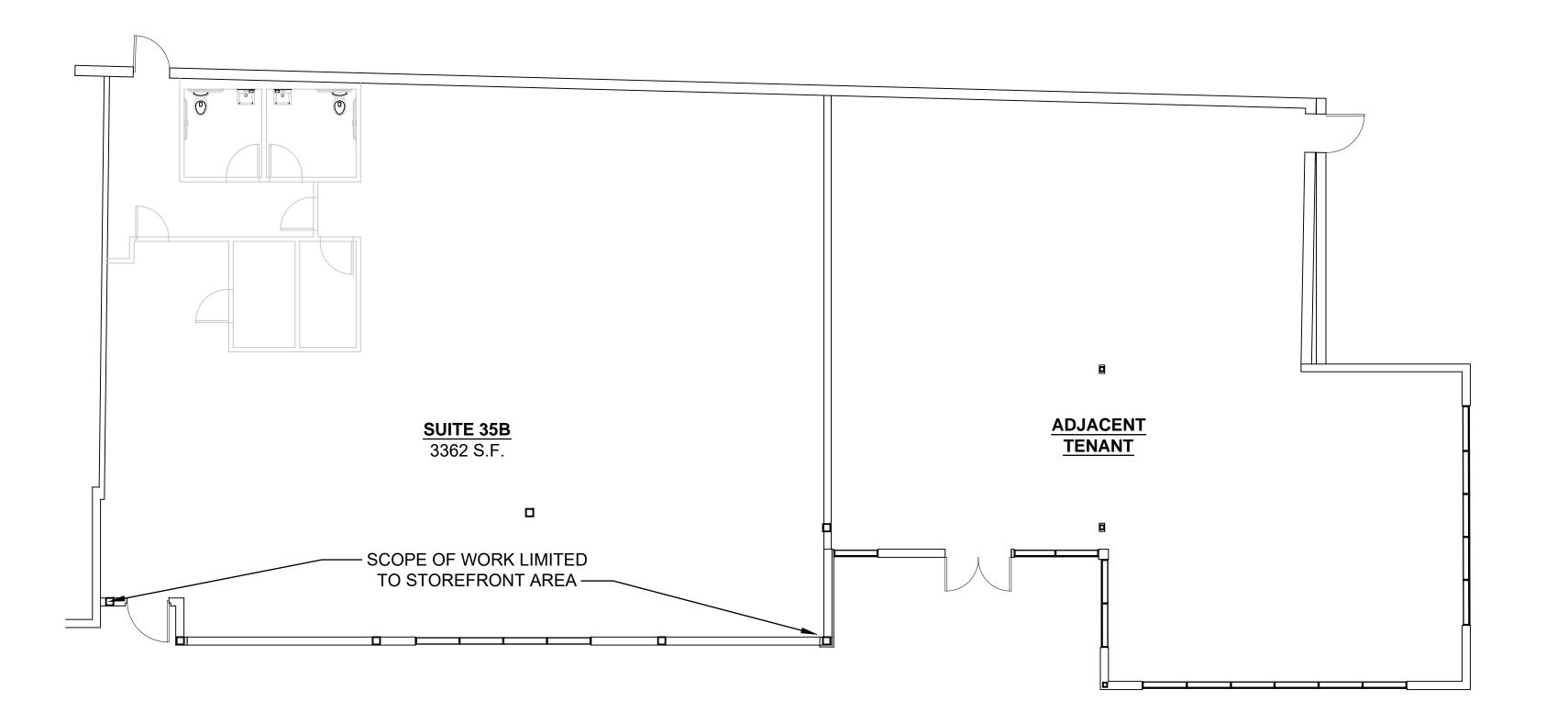
& organic food

Irby Ave NW

Buckhead Theatre

The Pool Hall

Your Pie



NECESSARY

SCOPE OF WORK FOR SUITE 35B:

1. DEMO PORTION OF EXISTING CMU BLOCK WALL AT STOREFRONT.

3. PROVIDE (3) NEW STOREFRONT DOORS AS SCHEDULED

2. PROVIDE & INSTALL KNEE WALL W/ GLAZING ABOVE AT STOREFRONT FACADE

4. PATCH/REPAIR ANY DAMAGE TO EXISTING EXT. METAL FRAMED WALL IF/AS

SITE PLAN NORTH

_ SUITE 35B

INDEX TO DRAWINGS					
#	SHEET NAME	SHEET NO.			
1	KEY PLAN, GENERAL NOTES, DIRECTORY	T1			
2	DEMOLITION FLOOR PLAN	D1			
3	ARCHITECTURAL PLAN	A1			
4	STOREFRONT ELEVATION & DETAILS	A2			
5	STRUCTURAL DETAILS	S1			
6	PROJECT SPECIFICATIONS	SP1			

ABBREVIATIONS				
SUPP	SUPPLIER			
INST	INSTALLER			
TEN	TENANT/OWNER/FRANCHISEE			
TGC OR CON	TENANT'S CONTRACTOR			
LL	LANDLORD			
MATL	MATERIAL			
FIN	FINISH			
PT	PAINT			
PWD	PLYWOOD			
P.L.	PLASTIC LAMINATE			
GWB	GYPSUM WALLBOARD			
AFF	ABOVE FINISHED FLOOR			

AREA CALCULATION (SUITE :	35B):			
OCCUPANCY	AREA NAME	ALLOWANCE: FLOOR AREA IN S.F. PER OCCUPANT	AREA S.F.	NUMBER OF OCCUPANTS
BUSINESS		30 S.F. GROSS		
	SALES AREA		3,362 S.F./30	113
OCCUPANTS				113

PROJECT DATA						
CODE REFERENCE	2012 INTERNATIONAL BUILDING CODE w/ GA AMENDMENTS (2014, 2015, 2017) 2012 INTERNATIONAL RESIDENTIAL CODE w/ GA AMENDMENTS (2014, 2015) 2012 INTERNATIONAL PLUMBING CODE w/ GA AMENDMENTS (2014, 2015) 2012 INTERNATIONAL MECHANICAL CODE w/ GA AMENDMENTS (2014, 2015) 2012 INTERNATIONAL FUEL GAS CODE w/ GA AMENDMENTS (2014, 2015) 2012 INTERNATIONAL FIRE CODE w/ GA AMENDMENTS (2014) 2012 INTERNATIONAL SWIMMING POOL & SPA CODE w/ GA AMENDMENTS (2014) 2019 INTERNATIONAL ENERGY CODE w/ GA AMENDMENTS (2011, 2012) 2017 NFPA 70: NATIONAL ELECTRIC CODE 2012 NFPA 101 - LIFE SAFETY CODE w/ GA AMENDMENTS (2013) 2010 GA ACCESSIBILITY CODE					
TENANT	SUITE 35B					
	MERCANTILE USE GROUP "M" GROSS FLOOR AREA: 3,362S.F. CONSTRUCTION TYPE: IIB SPRINKLERED: NO FIRE ALARM: NO 1-HOUR PROTECTED: YES					

NUMBER OF STORIES: 1

CALCULATED LOAD FOR OCCUPANCY: 113

TAYLOR A PITELKA *
TAYLOR A PITELKA *
TAYLOR A PITELKA *

DATE 4-11-2019

-

MARKET PLACE SB, 3,362SF. CES FERRY RD

SUITE 35B, 3,362 77 WEST PACES FER

RELEASED FOR

T1

AREA PLAN NORTH

is Atlanta

First Citizens Bank

TAP ARC

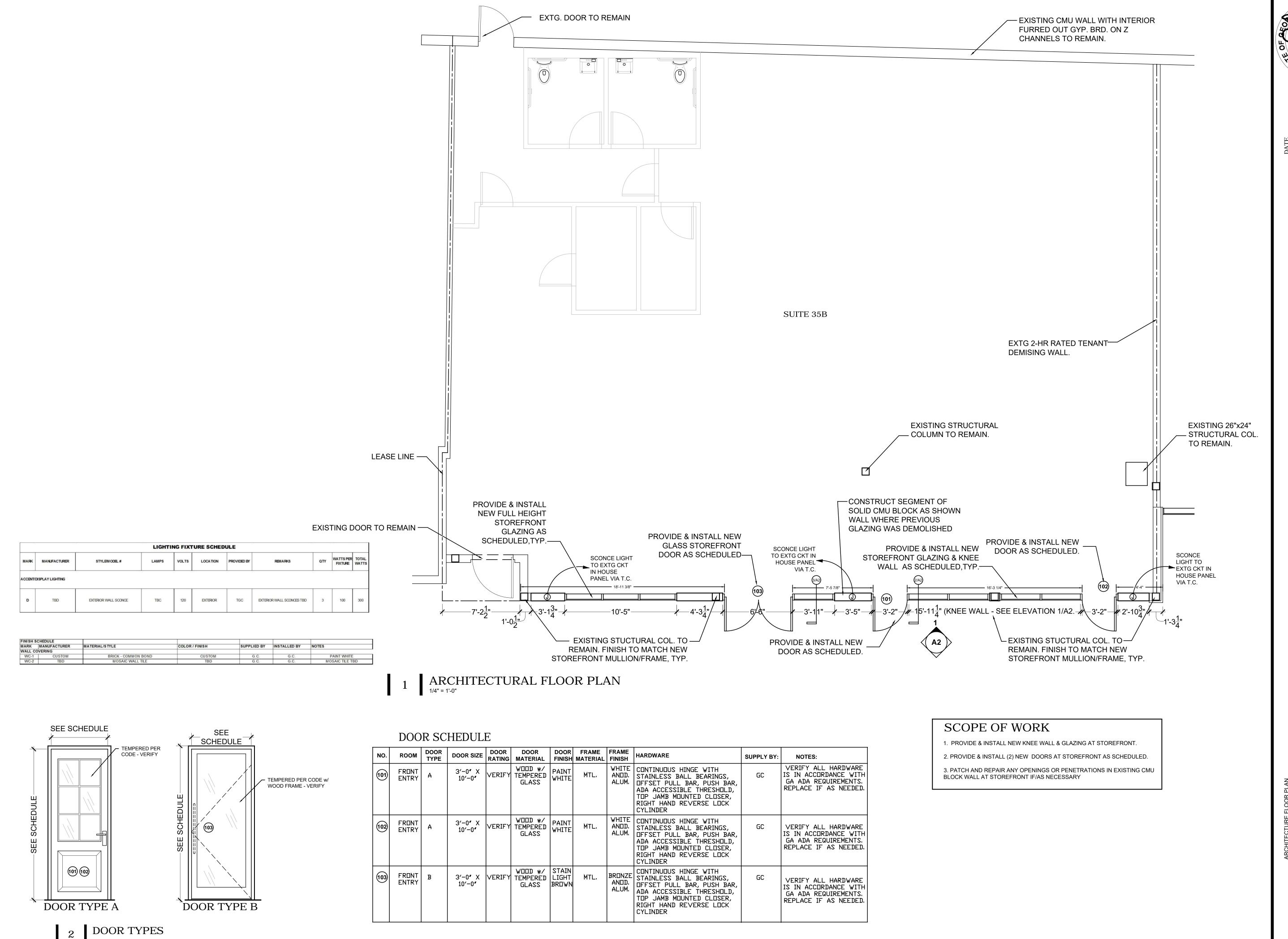
DEMOLITION FLOOR PLAN 3/16" = 1'-0"

DEMOLITION GENERAL NOTES:

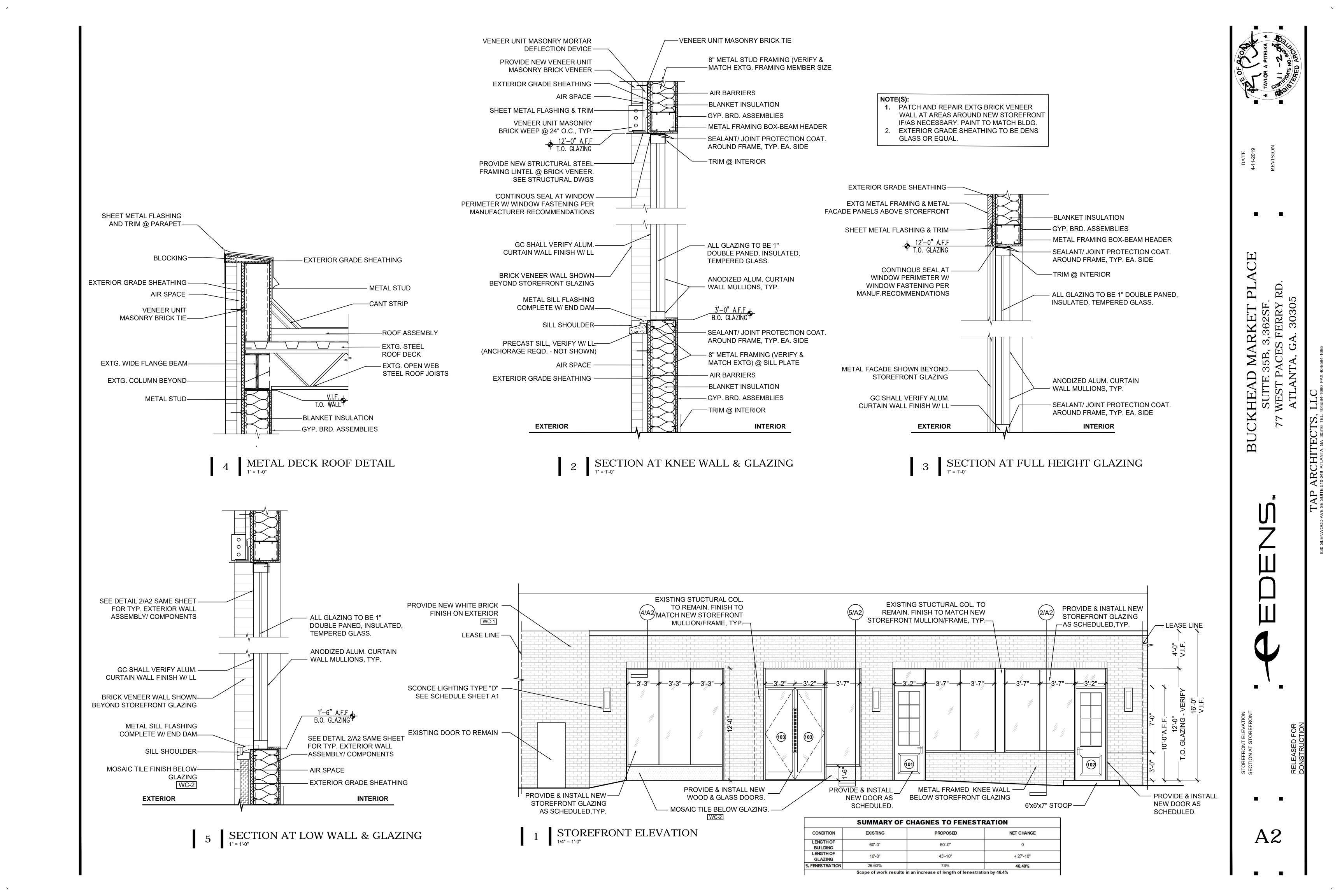
- TENANT'S GENERAL CONTRACTOR (TGC) SHALL EXAMINE THE EXTG CONDITIONS OF THE STORE PREMISES IN ORDER TO DETERMINÈ THÉ EXACT SCOPE & EXTENT OF DEMOLITION WORK TO BE PERFORMED. TGC SHALL OBTAIN NECESSARY PERMITS & PERFORM ALL DEMOLITION REQ'D BY THE DRAWINGS AND/OR NECESSARY TO PERFORM ALL THE NEW CONSTRUCTION SHOWN.
- EXISTING CONSTRUCTION SHOWN TO REMAIN SHALL, IF DAMAGED, BE REPAIRED AS NECESSARY FINISH ALL NEW & EXT'G CONSTRUCTION AS SHOWN. MAINTAIN FIRE RATINGS ON DEMISING WALLS AS REQUIRED. IF NOT EXT'G, PROVIDE 5/8" FIRE RATED GYPSUM BOARD TO STUDS AND SEAL TO DECK.
- 3. ANY DISCREPANCIES IN THE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

SCOPE OF DEMOLITION: FLOOR

- DASHED LINES INDICATE ITEMS TO BE REMOVED: GLAZING, WALLS, ETC.:
- WALLS: REMOVE PORTIONS OF EXISTING EXTERIOR WALLS & STORE GLAZING IN SPACE AS INDICATED



A1



1 GENERAL REQUIREMENTS

1A-GENERAL REQUIREMENTS:

1A-01. STANDARD GENERAL CONDITIONS:

A. Except as modified below, "The General Conditions of the Contract for Construction" AIA Standard Form A-101 & 201 is hereby made a part of these specifications to the same extent as if herein written out in full

1A-02. <u>TENANT/OWNER:</u>

A. Wherever the terms "Tenant" and "Owner" occur in the documents, they shall refer to the following:

Owner: See LL Tenant Coordinator See Franchisee contact on page T1 for contact info info on sheet T1

1A-03. CONTRACTOR:

A. Wherever the term "Contractor" occurs in the documents it shall refer to the General Contractor with whom the Tenant/Owner enters into a contractual agreement for the construction work described in these Drawings and

B. The Contractor shall coordinate his work and shall cooperate with any other separate contractor(s) employed by the Owner, so as to avoid delays

1A-04. APPROVALS OF WORK TO BE PERFORMED:

A. Prior to beginning work, Contractor shall obtain in writing, or verify that approval has been granted by the following

1. The Mall Landlord, Landlord's Architect and Engineers

2. The Local Building Inspector and Local Fire Marshal 3. The Local Health Department Sanitarian

1A-05. CORRELATION AND INTENT OF CONTRACT DOCUMENTS:

Prior to a bid submission, the Contractor shall examine the premises and verify existing conditions, dimensions and Landlord requirements affecting the work under this contract Minor changes of dimensions or conditions necessary to fit new work to the existing in accord with the intent of the contract documents, may be made on the job. If major discrepancies are discovered between dimensions or conditions shown in drawings and those actually existing, the contractor shall report to the Architect, and shall not proceed with the work until the contract documents have been adjusted

1A-06. BIDS & FORM OF AGREEMENT:

A. Lump sum bids are required.

4. State Authorities as required

B. Itemized breakdown of costs is required before signing the Agreement. Standard forms will be provided by the

C. At the discretion of the Tenant/Owner, the form of agreement shall be either AIA Document A101 or AIA Document A107. The agreement shall be prepared by the Owner.

1A-07. COMPLIANCE WITH CODES, PERMITS AND LANDLORD REQUIREMENTS:

A. All work of the Contractor and Subcontractors shall conform to the provisions of all State, City and County building laws, ordinances, rules and regulations, and to Landlord requirements. In case of conflict, the most stringent requirement shall apply.

B. Before making any code-related deviation from the Drawings and Specifications, the Contractor shall give the Architect written notice specifying the proposed deviation, the costs involved, and the reason therefor. A Change Order shall be issued as specified in "Changes in the Work"

C. Unless the law specifically requires the Owner to do so, the Contractor shall obtain all necessary permits and licenses give all necessary notices, and pay costs of all incidental

1A-08. BONDS & RELEASE OF LIENS

Prior to signing the Agreement, the Contractor shall obtain and pay for Performance and Payment Bonds in the amount of

100 percent (100%) of the Contract amount. B. The Contractor shall provide Contractors Affidavit of Payment of Debts and Claims (AIA Document G706) along with Consent of Surety to Final Payment (AIA Document G707). I

acceptable to both the Owner and the Surety, the contractor

may provide Contractor's Affidavit of Release of Liens (AIA

Document G706A) in lieu of G706 and G707. 1A-09. SCHEDULE OF WORK

A. Prior to beginning work. Contractor shall provide a construction schedule bar-chart with specified completion date. Contractor shall adhere to this schedule and completion date in accordance with the Owner-Contractor

1A-10. INSURANCE AND INDEMNIFICATION

A. The Contractor and all subcontractors shall provide, as a minimum, the insurance coverages described below and shall deliver to the Owner and the Landlord's Tenant Coordinator certificates of insurance before commencing work. The required insurance shall be maintained through the duration of

Worker's Compensation with statutory limits, and Employer's Liability Insurance with limits of not less than \$100,000.

2 General Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein, and Contractor's Protective Liability coverage.

3. Motor Vehicle Liability Insurance with limits of not less than \$250,000 per person, \$500,000 per accident for bodily injury and \$100,000 for property damage.

4. These insurance certificates shall name Landlord and Owner

as additional insureds for the full amounts of insurance. 1A-11. HOLD HARMLESS AGREEMENT:

A. The Contractor agrees to indemnify and save harmless the Landlord, the Tenant/Owner and the Architect, their agents and employees from and against any and all liability or damage arising from injuries to persons or damage to property occasioned by any act or omission of the Contractor, his sub-contractors, agents, or employees. including any and all expense, legal or otherwise, which may be incurred in the defense of any claim, settlement or suit.

1A-12. BARRICADES:

A. Contractor shall, at his cost, install and remove barricades required by Landlord.

B. Contractor shall perform demolition required by the work. and shall remove rom the premises resulting debris. During construction, all debris shall be contained within the tenant space.

C. Unless otherwise specifically stated in the contract documents, all existing materials to be removed and not required to be reused, shall become the property of the

1A-13. <u>TEMPORARY UTILITIES:</u>

A. Contractor shall make all temporary utility connections required by the work, and shall pay all charges for

utilities durina construction

1A-14. COPIES OF DRAWINGS FURNISHED: A. The Contractor will be furnished free of charge one set of reproducible Plans and Specifications. Additional copies

will be at Contractor's expense.

1A-15. SHOP DRAWINGS: A. Prior to ordering equipment or fabricating fixtures, Contractor shall submit to the Architect in triplicate, shop drawings, product data or samples, if required, which reflect dimensions, utility requirements and installation requirements

consistent with the drawings.

1A-16. SUBSTITUTIONS: A. The use of brand or trade names in describing materials or products is intended to set minimum standards for those items

Any substitution must be approved in writing by the Owner. B. If materials or products are specified by manufacturer's name, trade name, or catalog reference without using the phrase "or equal." they shall be the basis of the proposal. without substitution, and shall be furnished under the contract unless changed by mutual agreement in writing. Where two or more brands are named, Contractor shall make the choice.

1A-17. <u>TAXES:</u>

A. Contractor shall assume liability for (1) sales taxes, (2) federal and state unemployment compensation and Social Security payments, and (3) all other federal or state

1A-18. CLAIMS FOR ADDITIONAL COST OR TIME: A. The Contractor shall give the Tenant/Owner written notice of any increase in the contract sum or an extension in the contract time before proceeding to execute work causing the need for claim (except in an emergency endangering life o

B. No claim for extra work or time will be allowed unless approved in writing by the Tenant/Owner.

C. The price for extras shall be calculated at the Contractor's cost, plus overhead and profit at the same percentage as in the original contract cost breakdown.

1A-19. <u>JOB SAFETY:</u> A. The Contractor shall take all necessary precautions for the safety of employees, and comply with applicable provisions of Federal, State, and Municipal Safety laws to prevent accidents or injury to persons on or adjacent to the premises

B. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the AGC Manual of Accident Prevention in Construction to the extent that such provisions are not contrary to applicable law or requirements or OSHA

1A-20 OWNER'S RIGHT TO TERMINATE THE CONTRACT: A. Should the Contractor neglect to prosecute the work properly, or fail to perform any provisions of the Contract, the Owner, after seven (7) days written notice to the Contractor, without prejudice to any other remedy it may have, shall make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, or, at its option, may terminate the Contract and take ession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the Contract price exceeds the expense of

the Contractor shall pay the difference to the Owner. 1A-21. GUARANTEES:

A. Unless specifically stated otherwise, all materials provided under this contract shall be new and free from defects.

inishing the work, such excess shall be paid to the

Contractor, but if such expense exceeds such unpaid balance,

B. The Contractor shall guarantee all work for a period of one (1) year from the date of acceptance by the Tenànt/Ówner. Lamps shall be guaranteed for a period of one

C. The Contractor shall promptly correct all deficiencies which may appear in the work within one year of its completion arising from defective or improper material or workmanship, including all costs in connection with removal or replacement of the work

D. A manufacturer's warranty on any item shall not relieve the Contractor and/or his subcontractor from full responsibility under all guarantees called for in the Specifications.

E. All warranties or guarantees shall be written to the benefit of both Landlord and Tenant/Owner as their respective interests appear, and shall permit enforcement by either

F. Original copies of all warranties shall be furnished to the Tenant/Owner at the completion of the job.

1A-22. CLEANING UP: A. Premises must always be kept free from waste materials

B. At completion of the work, resilient floors shall be waxed and buffed. The Contractor shall remove his tools, scaffolding and debris, and shall leave the premises broom

C. Contractor shall assemble and transmit to the Tenant/Owner maintenance and operation manuals, warranties, and keys, and shall demonstrate to the Tenant/Owner the usage of equipment.

1A-23. PAYMENTS AND COMPLETION:

A. The Tenant/Owner shall make payment on account of the contract, upon pplication for payment by the Contractor, as

1. Thirty percent (30%) after Plumbing, Elect and HVAC

2. Six percent (60%) at Substantial Completion of the work.

3. Ten percent (10%) upon completion of Punch List items. B. Prior to the application for final payment. Contractor shall submit a lien release covering all labor, materials,

subcontracts and other costs incurred as a part of the work. 1A-24. SUBCONTRACTOR LIST:

A. When the work is completed, Contractor shall furnish to the Owner, a list of all Subcontractor's names, addresses, phone numbers and emergency numbers.

1A-25. OWNER-CONTRACTOR AGREEMENT:

A. In case of conflict with the Plans and Specs, the terms and conditions of the Owner-Contractor Agreement shall govern.

ASTM C-150-68

ASTM C33-69

ASTM C33-69

ASTM A185-69

3 CONCRETE

3A-CONCRETE:

3A-01. MATERIALS: A. Portland Cement, Type 1 B. Fine Aggregate

C. Course Aggregate (Table 11, Size 57)

 Water - Clean and potable E. Wire Fabric Reinforcement

3A-02. CONCRETE:

A. All concrete shall be proportioned to develop 3000 psi at 28 days and have a maximum slump of 4-1/2 inches. B. Minimum cement content shall be 5-1/2 bags (517#) per cubic

3A-03. REINFORCEMENT: A. Concrete shall be reinforced with 6x6x10/10 wielded wire

fabric, lapped 6" at ends and side laps.

3A-04. BASE PREPARATION: Subgrade shall be brought to the specified level, compacted and finished smooth. Gravel fill and soil poisoning treatment shall be installed if and as required by Landlord

B. Prior to placement of wire fabric and concrete, the entire

floor area shall be covered with a 6 mil polyethylene vapor

barrier. All laps shall be sealed with tape. All

penetrations or punctures shall be sealed

3A-05. CONCRETE PLACEMENT: A. All concrete slabs shall be screeded to the level shown. B. Slab shall be floated and after the water sheen has

disappeared, the slab shall be given a steel trowel finish. C. All concrete slabs shall be plane with a maximum tolerance of 1/8" in 10' and hall not vary at any point more than 1/8" above or below the plane surface

hardening compounds, "Clearbond", "Clearseal", "Masterseal", "Sealcure" or approved equal.

D. Concrete slabs shall be cured by the use of

chlorinated rubber liquid membrane curling/

6 CARPENTRY

6A-CARPENTRY:

6A-01. <u>GENERAL:</u> A. All wall framing and furring shall be metal studs and channels unless fire-retardant-treated or non-treated

wood is permitted both by local codes and the Landlord

6A-02. MATERIALS: A. If permitted, framing lumber and blocking shall be Southern Yellow Pine, No.2. S4S or cut to shape as required, kiln dried to 19% maximum moisture, treated with Celcure,

and, if required, be fire-retardant pressure treated.

B. Rough hardware shall meet the standards of the trade and the needs of the work. Powder activated fasteners shall be of the type and size suitable for the intended use.

6A-03. <u>INSTALLATION:</u>

A. Carpentry work shall conform to the best standards of practice. Work shall be laid out in accordance with the drawings, and to accommodate work of other trades.

B. Doors and hardware shall be installed so that doors will swing easily, quietly and freely, and close accurately against stops without binding. Latch bolts must engage ositively with strikes when doors are closed.

C. Provide all necessary bracing to structure for partitions, ceilings, platforms, etc., whether or

not called for on drawings.

D. Provide all necessary in-wall framing and blocking

required to carry shelving, standards, variances, etc. whether or not called for on drawings.

9 FINISHES 9A-GYPSUM DRYWALL

9A-01. <u>GENERAL:</u> A. If required by the drawings, building codes, Landlord, or otherwise at the Contractor's options, steel studs may be

B. In-wall blocking shall be provided at all wall-hung items.

9A-02. MATERIALS:

A. Gypsum wallboard shall be ASTM C36 "Sheetrock" as manufactured by the U.S. Gypsum Co., or equal. Thickness and type as noted, with tapered edges. Use Type W/R board conforming to ASTM C360 behind all ceramic tile. Use Type X board where one-hour fire rating is required.

B. Joint reinforcing tape, adhesive and metal corner einforcement standard products recommended by the wallboard manufacturer.

C. Fasteners shall be self-drilling self-tapping countersunk bugie head drywall screws for attachment of wallboard to netal studs. Úse gypsum wallboard nails for attachment to

D. Structural studs shall be punched or unpunched 16 gauge steel having minimum yield point of 33,000 psi, sizes as

E. Non-loadbearing studs shall be channel-type roll-formed from 25 gauge electro-galvanized steel, sizes as indicated.

F. Furring channels shall be roll-formed, 25 gauge minimum electro-galvanized steel hat section with wing flanges.

A. Installation of "Sheetrock Firecode" shall be in accordance with manufacturer's ecommendations for fire-rated partitions. B. Gypsum wallboard shall be attached to metal studs with

spackling compound. C. Gypsum wallboard shall be attached to masonry with metal furring channels and screws with all joints taped and

screws. All joints shall be taped and finished smooth with

D. Wallboard shall be attached to wood studs with special wallboard nails, Joints shall be taped and finished smooth.

9B-RESILIENT FLOORING:

9A-03. INSTALLATION:

9B-01. MATERIALS: A. Vinyl comp tile shall conform to F.S. SS-T-312 Type IV. See Finish Schedule for size and color.

B. Edge and reducer strips shall be molded rubber at all locations where edge of tile would otherwise be exposed Strips to finish flush with surface of flooring.

C. Bases shall be set-on type rubber. See Finish Schedule.

D. Adhesive shall be type as recommended by tile manufacturer.

9B-02. <u>INSTALLATION:</u> A. Check floor for clean, dry condition, and the surface for imperfections or unevenness. Contractor shall correct surfaces prior to beginning installation. Faulty work due to imperfect slab conditions will not be accepted. Mino imperfections such as pits or scratches shall be filled by

approved non-gypsum, non-lime leveling material, shrinkproof B. Application shall not begin until the work of all other trades, including painting, is complete. Maintain all room and subfloors at a minimum of 70o F. for at least 48 hours

flooring contractor by filling with "Floor Stone" or other

before, during, and 48 hours after application of tile C. Follow printed instruction of the tile manufacturer especially regarding the storage and application of tile,

D. Upon completion of the installation, clean floors and base, wax with water emulsion wax and leave in satisfactory

9B-03. GUARANTEE: A. Guarantee resilient flooring work in writing against defects in labor and materials for a period of one year from date of

OC-CERAMIC TILE: 9C-01. MATERIALS:

A. Wall tile: See Finish Schedule.

B. Setting materials: Use mortar formula for thin set cement of the Tile Council of America as manufactured by L&M Surco

9C-02. <u>INSTALLATION:</u>

 A. Apply over concrete, waterproof gypsum wallboard, sealed plywood, or other materials as indicated on drawings using approved thin-set cement formula.

C. In the event surfaces to receive tile are not acceptable.

B. Clean and level all surfaces as necessary to provide ever surfaces, level, true and plumb

notify the appropriate party prior to tile installation.

See Finish Schedule for colors.

9D-PAINTING AND FINISHING:

A. Paint shall be manufactured by Benjamin Moore, Pittsburgh or Devoe, and brought to the jobsite in unopened containers.

B. Mix paint only in accordance with the manufacturer's printed instructions. Turpentine shall be distilled, and oil shall be boiled and filtered lineseed oil.

C. Oil-based paints and enameis shall be factory prepared and packaged materials by approved manufacturers. 9D-02. WORKMANSHIP:

A. Inspect all surfaces to be painted and report deficiencies prior to beginning painting.

B. Point up holes and cracks, remove all grease, stains and excess mortar by wire brushing before painting

nail holes with putty, and larger voids with plastic wood and

C. All surfaces shall be dry and sanded properly. Fill small

sand smooth. All millwork not primed before delivery shall be primed or sealed immediately upon arrival at the job site. D. Allow ample drying time between coats, and sand properly to give a smooth finish. Carefully cover back edges of trim.

edges of doors, and touch up any marred places by putting on

hardware or work of other trades. E. Seal door edges immediately after fitting.

F. Carefully protect other work and leave the job clean.

9D-03. INTERIOR WOODWORK:

A. First: Enamel undercoater, one coat.

B. <u>Second & Third:</u> Two coats of enamel semi-gloss. 9D-04. INTERIOR GYPSUM WALLBOARD (FLAT FINISH)

B. Second Coat: Acrylic flat paint. C. Extent: Gypsum wallboard.

A. <u>Primer:</u> Vinyl-pigmented primer.

9D-05. CLEANING:

A. On completion, remove all surplus materials and scaffolds

B. Remove all paint from floor, hardware, glass and other

surfaces not painted. C. Touch-up as necessary after patching and repair of other

from the premises and leave the premises clean

9E-ACOUSTICAL WORK

9E-01. MATERIALS: A. Acoustical panels shall be equal to Armstrong Mylar faced Fire Guard Item Nos. 882 and 884, 24"x48"x5/8" lay-in panels. Finish shall be a factory applied washable polyester film cemented to tiles.

B. Ceiling suspension system shall include all main tees, cross tees, wall moldings, and all other accessories required for a complete installation. Color to be white. Maximum

dimension between supports shall be 48" 9E-02. FIRE-RATED CEILING:

A. Where required by the drawings or where required to conform to fire rating regulations of the local building authority, provide hold-down clips for ceiling tile plus all other accessories necessary for a complete fire-rated installation

9E-03. <u>INSTALLATION:</u>

A. Installation of ceiling shall be the pattern indicated on the reflected ceiling plan and shall coordinate with mechanical, electrical and sprinkler system requirements B. All items to be supported shall be hung with wires of the

C. System shall be square and level with deflection not to

size and spacing to support the ceiling system and all other

work supported therefrom. Maximum spacing of wires shall be

exceed 1/8" in 10 feet 9E-04. <u>CLEANING:</u>

9E-06. WARRANTY:

10A-03. <u>SIGNS:</u>

A. Grid and all tiles shall be thoroughly clean and free of marrs, cuts, indentations, spots, foreign paint or other

blemishes and imperfections or shall be replaced. 9E-05. REPLACEMENT MATERIALS:

A. Contractor shall provide five (5) full tiles of replacement material at the completion of the project.

A. Provide ceiling system guarantee in writing against defects in labor, materials, and maximum deflection of 1/180th of the span for a period of one year from date of owner acceptance

10A-SPECIALTIES:

10 SPECIALTIES

10A-01. FIXTURES AND EQUIPMENT INSTALLATION: A. Contractor shall accept delivery, provide all labor and material necessary to suitably store and install all cabinetwork, ovens, refrigerators, fixtures and equipment

shown to be installed on the Fixture and Equipment Schedule. 10A-02. MISCELLANEOUS SPECIALTIES A. Furnish and/or install specialties as shown on the Fixture and Equipment Schedule

A. Illuminated storefront logo signs or lettering shall be furnished and installed by Contractor. Submit shop drawings to Landlord, Tenant and Architect as required. B. Non-illuminated wall plaques, decals and logos shall be furnished by Tenant and installed by Contractor. Plaques

shall be mounted flush with walls using clear silicone. Decals and logos shall be mounted as directed. 10A-04. FIRE EXTINGUISHERS: A. Amerex Model #371 Helon wall mounted type or equal. Mount

in accordance with NFPA #10. Locate where indicated. See Fixture and Equipment Schedule. 10A-05. ACCESSORIES:

A. Furnish and install at heights and positions recommended by manufacturers the following accessories

1. <u>Toilet tissue holder:</u> Nutone HM-771 or equal.

2. Mirror: Nutone HM-M-1622 metal framed mirror at lavatory. B. Install at recommended heights the following accessories furnished by others:

 Paper towel dispensers: At each lavatory area as shown.
 dispensers in KITCHENs; stainless steel in areas visible to the public. 2. <u>Liquid soap dispensers:</u> Above each lavatory as indicated.

White 15 MECHANICAL

15A-PLUMBING:

15A-01. **GENERAL**:

A. Plumbing work shall conform to applicable local, state and

B. The contractor shall obtain and pay for all permits and inspection certificates required by the work C. Contractor shall determine the location of existing water and sewer stub-ins, and shall connect to the most convenient

D. Contractor shall provide a completed functional system, connecting all fixtures as recommended by manufacturers E. Water meter, if required, shall be obtained and paid for by the Contractor. Water and sewer tap fees, if any, shall be

paid by the Contractor. F. Provide air chambers or shock absorbers in piping system to prevent noise and damage due to water hammer.

G. Provide shut off valves in the supply piping in each branch, at each fixture and at each water stub-ou 15A-02. MATERIALS:

A. See Plumbing Fixture Schedule for fixtures and trim.

B. Materials shall be new, and shall fit the space available. Verify all dimensions at the site. Valves and cleanouts shall be located so as to permit access without damage or disruption to finished work.

cast iron. Vent pipes 2 inches and smaller may be galvanized steel pipe or copper tube D.W.V. weight or heavier. E. Domestic water piping shall be Type L copper with wrought

D. Branch drain pipes and vent pipes shall be standard weight

C. Sanitary waste lines shall be service weight cast iron.

dielectric fittings when joining or abutting dissimilar metals. F. Insulate domestic hot and cold water, and condensate piping with 1/2" thick fiberglas insulation with a non-combustible UL-rated vapor barrier jacket or closed cell flexible

iron copper fittings joined with ASTM 95-5 solder. Provide

15B-HVAC: 15B-01. <u>GENERAL:</u>

insulation equal to Armaflex II.

A. Provide complete Heating, Ventilating and Air Conditioning system to conform with applicable local, state and national

codes and standards, and with Landlord's requirements. B. Provide mechanical equipment, grilles and diffusers as scheduled. Provide air distribution system indicated, temperature controls and fire and smoke protection which may

C. Verify the locations of existing structural memberstand coordinate equipment locations. See architectural ceiling plan for exact locations of grilles and diffusers.

D. Provide controls and wiring as required to maintain space emperatures in accordance with Landlord's requirements Controls shall not permit condensing unit and duct heater to operate simultaneously and shall be as manufactured by Barber Colman, Honeywell, Johnson, Powers or the equipment manufacturer, and shall be installed as per manufacturer's

E. Thermostat shall be day/night type with lockable cover.

F. All ductwork shall be galvanized sheet steel fabricated in accordance with NFPA 90A and SMACNA Low Pressure Standards, 1976 Edition. Provide all dampers, turning vanes, splitters and extractors required for proper air distribution and balancing. Duct work minimum 24 gauge. Brace, stiffen and seal as required to prevent rattling, sags, breathing vibrations or leakage. All joints shall be taped with SMACNA-approved foil.

G. Flexible ductwork shall be insulated with 1" thick fiberglass with a vapor barrier, and shall have af lame spread rating not over 25 and a developed smoke rating not over 50. Connect with circumferential compression clamps of stainless steel or nylon. Spin-in fittings shall consist of a collar and air extractor equal to Genflex, Wiremold, or

H. Insulate supply and outside air ductwork with 1-1/2" fibrous glass, 3/4 pcf, 0.002 foil-backed duct insulation. If noted, similarly insulate rate air ductwork.

I. HVAC subcontractor shall provide manual volume dampers to facilitate balancing of air distribution within space. In the event supply air requirements deviate from quantities shown, HVAC subcontractor shall be responsible for and

assume all additional costs to accommodate Tenant's requirements.

J. Interlock toilet exhaust fan with toilet light switch.

L. Balance air distribution system, and provide one-year guarantee on all materials and labor.

15C-SPRINKLER SYSTEM:

15C-01 GENERAL: A. Provide complete system of automatic sprinklers starting at tenant connection point in building.

K. Roof penetrations, if required, shall be made by the

Landlord's roofing contractor at Tenant's expense.

B. The fire protection system shall be a wet type sprinkler system meeting or exceeding minimum requirements of NFPA Pamphlet No. 13.

C. Prior to installation, contractor shall prepare shop drawings showing all heads and piping with details to be submitted to, and approved by (1) Landlord's fire insurance underwriter, and (2) the local Fire Marshal.

D. Unless noted to the contrary on the sprinkler plan, sprinkler system shall be furnished and installed by Landlord's qualified sprinkler contractor at Tenant's expense. E. The existing sprinkler system, if present, may be reused

furnish Landlord with as-built drawings, and all required test G. Sprinkler heads to be located in the sales area ceilings,

F. Upon completion of the work, sprinkler contractor shall

and storefront areas shall be recessed brass type 16 ELECTRICAL

16A-ELECTRICAL

16A-01. <u>GENERAL:</u> A. Electrical work shall conform to applicable codes and ordinances, and to Landlord's requirements. Electrical Contractor shall verify sizes and locations of Landlord's stub-ins, and shall connect to the most convenient acceptable

connections to all HVAC, signs and items labeled to be furnished by others and installed by Contractor. C. Fit all work according to the relationships indicated on drawings. Do not scale drawings for exact locations.

through associated motor starters and disconnect switches.

B. Electrical Contractor shall provide service and make

mechanical equipment indicated. Wiring into motor or equipment terminals shall be complete with connections

16A-02. PANELS AND TRANSFORMERS: A. Panel boards shall be standard dead-front, with the size and number of single and multi-pole branches indicated in "Panel Schedules", with main breaker or main lugs as drawings indicate. Bus mains shall be copper for system, voltage and feeder size. Panel boards shall be complete with trim, door, concealed hinges, flush lock, directory frame and typewritten panel board directory. All panel boards shall have distributed bussing and sequence numbering with no two consecutive circuit numbers tied to the same bus or phase. All panels and breakers shall be Square D. ITE, GE, or Cutier-Hammer. All panels shall be UL-labled. The main

distribution panel shall be UL-labeled as service entrance

B. Minimum interrupting capacities of breakers shall be 10,000A.R.M.S. symmetrical.

C. If distribution Panel-M occurs, the interrupting capacities of breakers must exceed the available fault current at the D. If a transformer is indicated, it shall be dry-type, completely enclosed construction. Transformer rated 15KVA and below shall have NEMA class 185 0 C insulation system and shall have (2)-5% FCBN and (2)-5% FCAN taps. Transformer rated above 15-KVA shall have NEMA class 2200C insulation system and shall have (2)-2-1/2% FCAN and (4)-2-1/2% FCBN taps. Transformers shall comply with

ANSI-C89,, UL-506 and NEMA ST-20. Transformers shall be GE,

A. All materials apparatus and equipment shall be new and bear B. Outlets or boxes shall be provided in the system wherever

Sorgel, Westinghouse, Uptegraff or equal.

16A-03. MATERIALS:

C. All exposed non-current carrying metallic parts of electrical equipment, conduit systems and neutral conductors of the wiring system shall be grounded.

required for pulling wires, making connections, making

mounting wiring devices, signal devices or lighting fixtures.

transitions from one wiring system to another and for

D. All conduits and electrical metallic tubing shall be galvanized steel, concealed above ceilings, in walls or in floor construction, except as noted or shown otherwise. E. Conductors shall be 600 volt rubber or thermoplastic insulated copper with 98% conductivity. All conductors shall be installed in conduit. The number of conductors installed in any conduit shall not be greater than the number for which the conduit is approved with number of conductors being shown a minimum. Conductors shall be a minimum of #12 AWG, and shall be 750C type, THW or 900C, THNN. Branch

type, 900 C, 600 volt, size #12 AWG. F. Device plates shall be installed for all devices and boxes. Plates shall be ivory plastic, suitable for the device installed. Devices shall be specification grade.

circuit conductors inside light fixture shall be stranded

wattage and voltage rating. Ballasts shall be high factor CBM and ETL labeled with internal fuse link, energy-saving

16A-04. <u>LIGHTING:</u>

16A-05. <u>TELEPHONE:</u> A. Telephone system requirements shall be coordinated with the Tenant/Owner and local Telephone Company. Conduit to be supplied to the points indicated or required.

A. See the "Lighting Fixture Schedule." All fixtures shall be

installed complete with new lamps of the proper type,

B. Tenant's General Contractor shall provide and maintain a job site telephone for the duration of the contract.



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