

GENERAL CONDITIONS 1. TERMS DEFINED

4. PERMITS

2. CONTRACTOR'S UNDERSTANDING

6. RIGHTS OF VARIOUS INTEREST

7. CONSENT TO TRANSFER

8. SITE SUPERVISION

10. PLANS AND DETAILS

at the Contractor's risk.

12. INSPECTIONS

14. INDEMNITY

the various interests involved shall be

9. TIMELY DEMAND FOR INSTRUCTIONS

Barrel's Representative directions, at his expense.

11. REPORT ERRORS AND DISCREPANCIES

13. DEFECTIVE WORK OR MATERIALS

15. SETTLEMENT FOR WAGES AND MATERIALS

the Owner may deem sufficient.

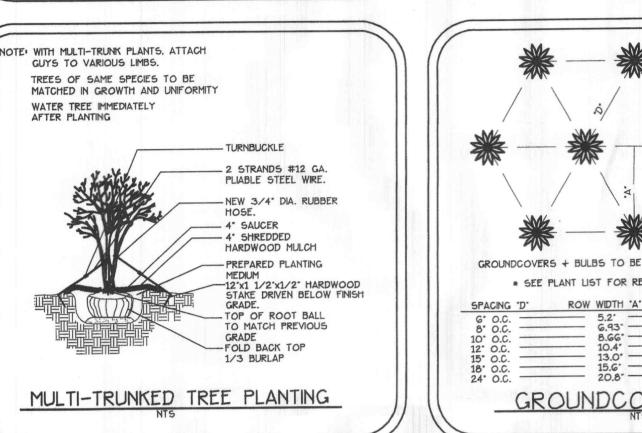
3. INTENT OF PLANS AND SPECIFICATIONS

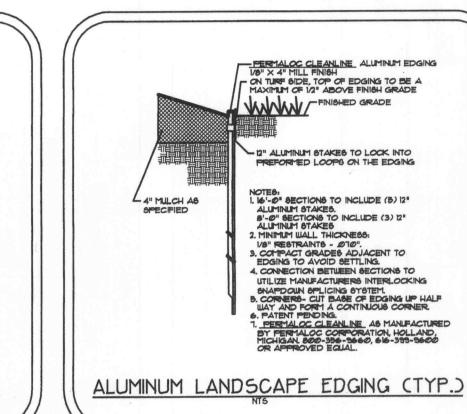
hereinafter specified under "Unclassified Work", page GC-4.

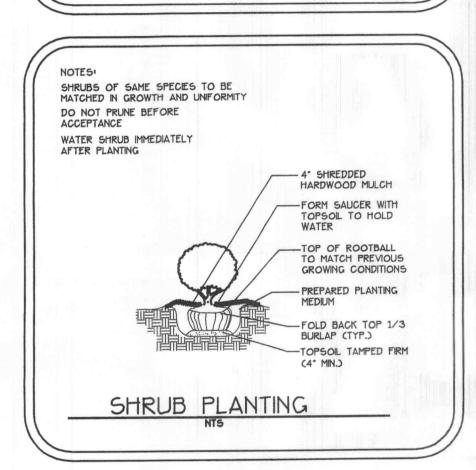
structures or permanent changes in existing facilities shall be secured by the Owner.

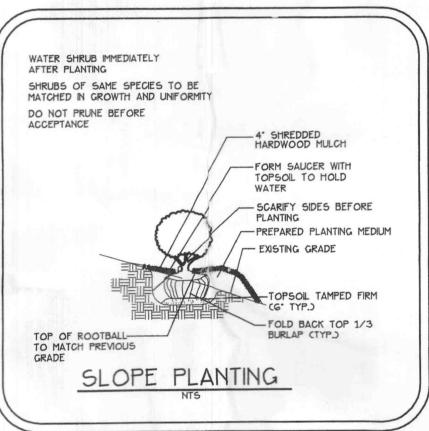
Representative of such errors. The Cracker Barrel's information in a timely manner.

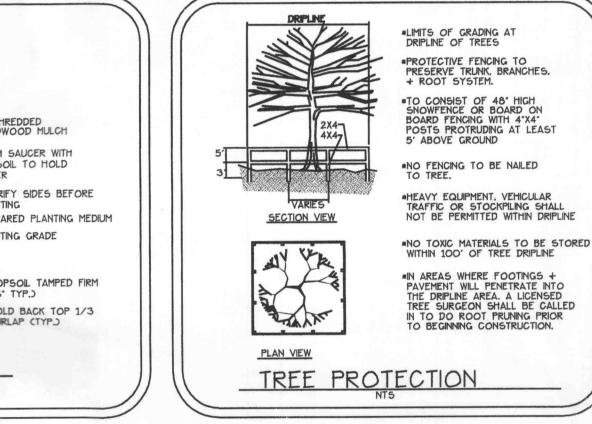
expense thereof shall be deducted from the amount to be paid the Contractor.

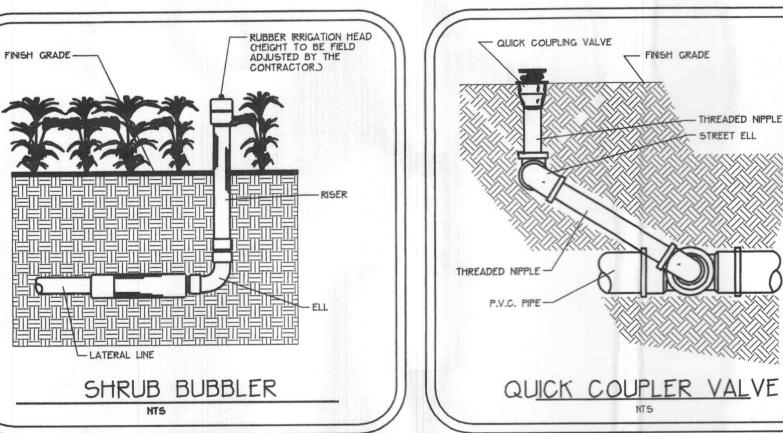


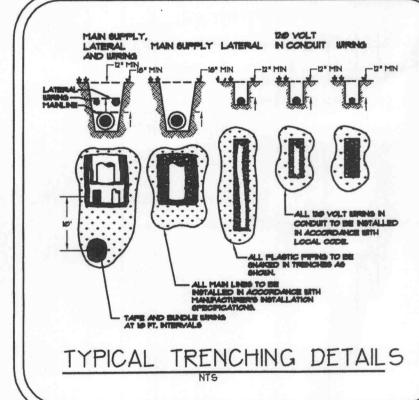


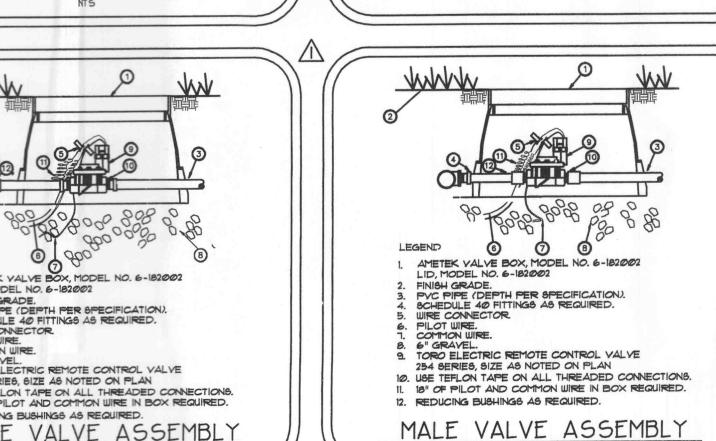


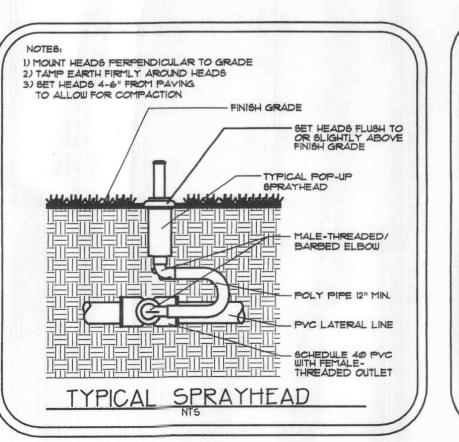


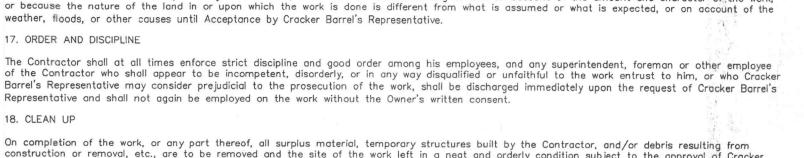












The Contractor shall take all responsibility for the work, shall bear all losses resulting to him on account of the amount and character of the work,

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from construction or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of Cracker Barrel's Representative. No special payment will be made for the removal of debris, its cost and value being covered by the price paid for the

construction and materials. The work will not be accepted or the Contract considered complete until the work of cleaning up is also finished.

Parking lot is to be washed free of debris and approved by Cracker Barrel's representative.

Cracker Barrel's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, his judgment, requires it; to order forces increased or diminished, and to decide questions which arise between the parties relative to the execution of the work. All questions or controversies which may arise between the Contractor and Cracker Barrel's Representative under or in reference to this Contract shall be subject to the decision of the Owner, and this decision shall be final and conclusive upon both parties. 20. UNCLASSIFIED WORK

Prices, the Contractor shall and will, if ordered by Cracker Barrel's Representative, do and perform such work and furnish such materials as may be required. If possible an agreement as to the cost and payment for said additional work will be reached and agreed upon by Cracker Barrel's Representative and Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the Owner to proceed with such work and furnish such materials on a cost plus basis, on which basis the Contractor shall receive the cost of any materials which may be required to purchase plus ten (10%) percent and the cost of any labor which he may be required to supply plus twenty (20%) percent of such net cost are for profit, the use of the plant, tools, superintendence, overhead, costs, and all other expenses incidental to the performance of such work and the furnishing of such materials, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the

performance of any work or the furnishing of any materials which in part or in whole is, in the opinion of Cracker Barrel's Representative, susceptible

of classification under such schedule which work or material shall be paid for in part or in whole, as the case may be, at the Unit Price given in

In case any work shall be required to be furnished whether specified herein or indicated on the plans or not, or whether or not such work is typical

work listed in the proposal which is, in the opinion of Cracker Barrel's Representative, not susceptible of classification under the Schedule of Unit

such schedule, except as herein otherwise expressly provided In case any work or material is required to be done or furnished under the provisions of this article for cost plus ten (10%) percent and twenty (20 %) percent as stipulated above, the Contractor shall, at the end of each day during the process thereof, furnish to Cracker Barrel's Representative daily time slips showing the name and/or number of each workman employed thereon, the character of work his workmen are doing, and the wage paid or to be paid to him; and also a daily memorandum of the materials delivered on the work showing the amount and paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials and the price actually paid therefor. Such daily time slips and memoranda shall not, however, be binding upon the Owner and, if any question or dispute shall arise as to the correct cost of such work or material, the determination of Cracker Barrel's Representative upon such question of dispute shall be final and

Cracker Barrel's Representative shall have the right to increase or diminish the quantities stipulated in any item, eliminate all of any item or items, or add to or decrease contract quantities without impairing the volume of this Contract, as long as such additions, eliminations or extra work not of a type specified in any item do not increase or diminish the amount of the Contract Price more than twenty (20%) percent. No payment shall be made for any quantities for items not actually constructed, regardless of quantities shown on the bid sheet. If such alternations diminish the quality of work to be done more than the above specified percentage, they shall not constitute a claim for damages, or for loss of profits on the work to be dispensed with.

22. UNAVOIDABLE DELAYS - EXTENSION OF TIME

19. AUTHORITY OF OWNER'S AGENT

If the Contractor shall be delayed in the performance of the work for any cause for which Cracker Barrel's Representative is responsible, he shall, upon written application to the Owner at the time of such delay, be granted such extension of time as the Owner shall deem equitable, and just.

Should Cracker Barrel's Representative deem it necessary to suspend operations on the work due to severity of the weather, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof, and in the event of such right being exercised, the Owner shall grant to the Contractor an extension of time equivalent to the time of the suspension of the work. The Contractor shall on not less than ten (10) days notice again resume the work if ordered to do so by Cracker Barrel's Representative. Cracker Barrel's Representative shall also reserve the right to suspend operations for any reason that he may deem necessary for a period not longer than ten (10) days at any one time, in which event the Contractor will be allowed an extension of time equivalent to the time that the work has been suspended. Shall such a suspension be deemed necessary by the Owner, the Contractor shall have no claim for damage due to such suspension. 24. EXPEDITING WORK

21. CHANGES

a. Correcting Imperfections: If Cracker Barrel's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power, and it shall be his duty to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

ANNULMENT: In such case the Owner may give the Contractor forty—eight (48) hours written notice, and at the end of that time, if the ontractor continues to neglect the work, the Owner may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances, thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the Owner of finishing the work, such excess shall be paid to the Contractor; but if such cost exceeds such unpaid balance the Contractor shall pay the difference

OWNER MAY DO PART OF WORK: Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof the Owner shall have the alternative right, instead of assuming charge of the entire work to place additional forces, tools, equipment, and materials on parts of the work for the purpose of carrying on such parts of the work, and the costs incurred by the Owner in carrying on such parts of the work shall be payable by the Contractor and such work shall be deemed to be carried on by the Owner on account of the Contractor, and Contractor shall be allowed therefor, the Contract Price. The Owner may retain the amount of the cost of such work, with seven (7%) percent a day for any such sum or sum due or to become due the Contractor under this Contrac 25. PAYMENT TO CONTRACTOR

At the end of each thirty (30) days following the date stated above as the starting date for the work under this Contract, the Contractor shall estimate the qualities of work completed, have the quantities verified by Cracker Barrel's Representative, and the Owner shall pay the Contractor ninety (90%) percent of the verified totals of the quantities so estimated within thirty (30) days after the time stipulated above for making said After final inspection by Cracker Barrel's Representative and Acceptance by the Owner, the Owner shall pay to the Contractor the full amount due him under this Contract including the amounts withheld from previous payments within forty—five (45) days of said Acceptance. All prior estimates, upon which partial payments have been made being merely estimates, shall be subject to adjustment in the final certification. Before final payment is made, the Contractor shall show to the Owner satisfactory evidence that all just liens, claims and demands of his employees or from parties from whom material used in the construction of the work may have been purchased have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. 26. ACCEPTANCE

The work shall be inspected for acceptance by Cracker Barrel's Representative within ten (10) days upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the Owner to protect both himself and the Owner from claims under Workmen's Compensation act and from any other demands for personal injury, including deaths, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with Cracker Barrel's Representative and shall be subject to his approval for adequacy of protection.

The Contractor shall furnish the Owner Certificates of Insurance evidencing such protection. The Contractor shall provide and maintain Workmen's Compensation Insurance for all of his employees employed at the site of the work; Public Lability and Contingent or Protective Insurance as shall protect himself and the Owner from any and all claims that may arise from operation under this Contract. The amounts of such insurance shall be

Public Liability in an amount not less than \$500,000.00 for any one injury and not less than \$1,000,000.00 for any one accident; Property Damage not less than \$500,000.00 as a result of any one accident and no less than \$1,000,000.00 for damages during the term of the policy. The Contractor shall also provide and maintain Automobile Public Liability and Property Damage Insurance such as shall protect him from bodily injury liability for not less than \$500,000.00. The Contractor is advised that the Owner is not liable for the safety, security, or condition of his equipment or materials.

28. TIME AND RESPONSIBILITIES

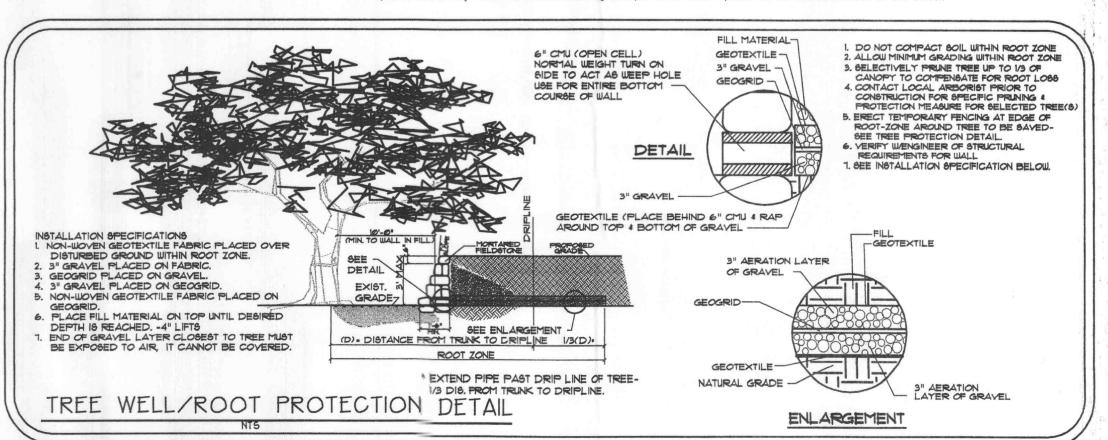
The work under this Contract shall be supervised by the Cracker Barrel Old Country Store, Inc., Lebanon, Tennessee, herein call the Owner, and the Contractor shall be responsible to said corporation as well as to Cracker Barrel's Representative for the proper execution of said Contract, The Contractor shall commence the work as directed by the Owner after Contract signing, and shall complete the work according to the Contract plans and specifications by the specified date indicated under Information for Bidders.

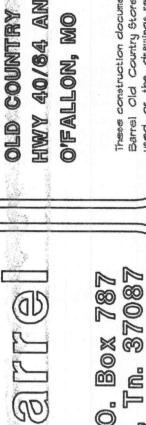
29. FAILURE TO COMPLETE THE WORK IN TIME SPECIFIED

Should the Contractor fail to complete the work within the time specified herein, the Owner shall withhold \$50.00 per day for each day of suitable work weather, except for Sundays and legal holidays, that the Contractor requires, after the date specified herein, to complete the work. Such monies withheld is no-wise a penalty but shall be compensation for liquidated damages, and additional cost suffered by the Owner due to failure of the Contractor to complete the work with in the time specified.

30. GUARANTEE

The Contractor shall guarantee all materials, equipment, and workmanship against defects for a period of time as set forth in the following technical specifications. Any failure of materials during this period shall be replaced at no additional cost to the Owner.

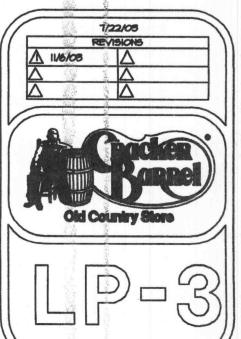


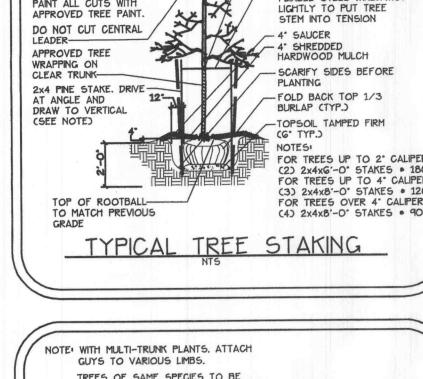


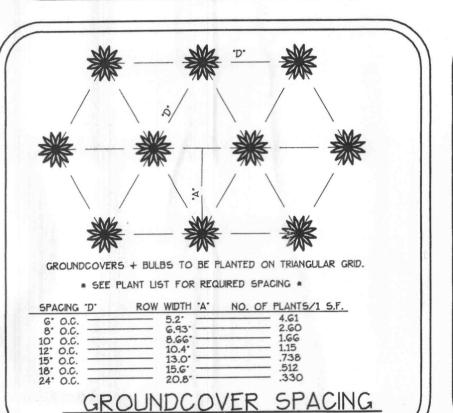
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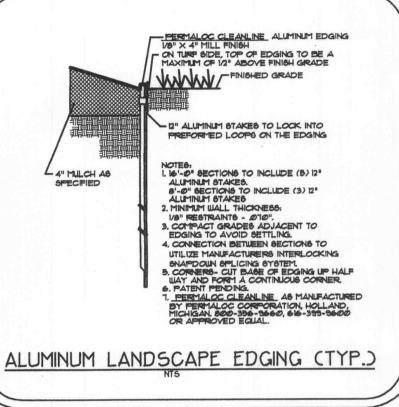


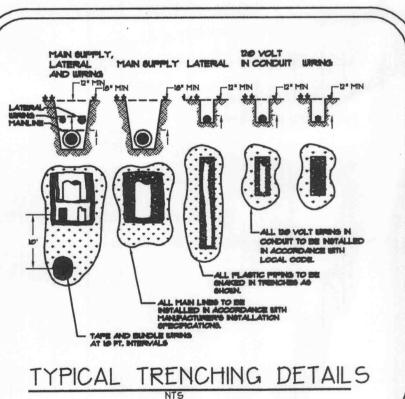


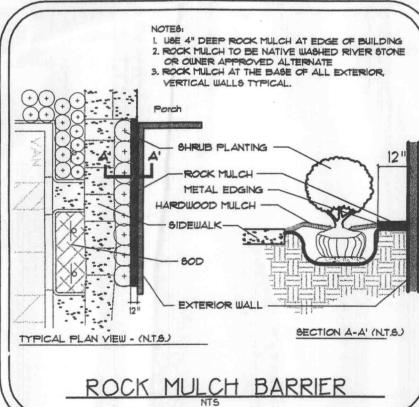


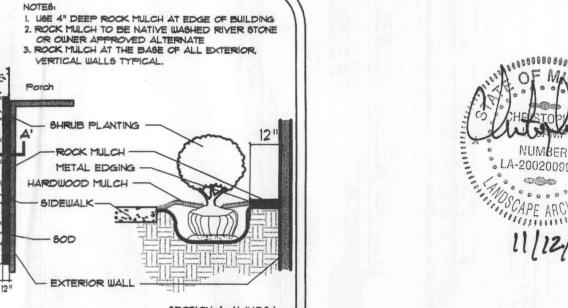












Wherever in this Contract the term "Owner is used it shall refer to the Cracker Barrel Old Country Store, the party of the first part to this

It is understood and agreed that the Contractor has, by his examination, satisfied himself as to the nature and location of the work, the

affect the work under the Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the Owner,

conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities

specifications, shall be executed and furnished by the Contractor as if described in both ways, and should any work or material be required which is not denoted in the specifications or plans, the Contractor shall do such work and furnish such materials at the unit bid price where

a unit bid is applicable, or where the work and material is not covered by a unit price, the Contractor shall be required to do work as

Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits for permanent

Whenever the local conditions, laws or ordinances require, the Contractor shall furnish and maintain, at his own expense and cost, necessary

passageways, guard fences and lights, and such facilities and means of protection as may be required to provide safe conditions at all times.

Wherever work being done by Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of

The Contractor shall NOT let or transfer this Contract or any part thereof (except for the delivery of material) without consent of the Owner,

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized manager acceptable to the

The Contractor shall provide reasonable and necessary opportunities and facilities for review of all phases of work covered by this Contract. He

shall not proceed until he has made timely demand upon Cracker Barrel's Representative for, and has received from him, such instructions as

may be necessary as the work progresses. The work shall be done in strict conformity with such instructions. The Contractor shall furnish

Cracker Barrel's Representative from his force, sufficient and competent help for any field work in connection with the project which Cracker

Barrel's Representative may require. The Contractor shall employ diligence and care in protecting all points and stakes approved by Cracker

The Contractor shall be responsible also for the failure to follow stakes given him by Cracker Barrel's Representative as well as failure to

The Contractor shall check the drawings and in the event that errors are detected herein, shall immediately advise Cracker Barrel's

conform to other directions or instructions of Cracker Barrel's Representative and shall rectify any work which does not conform to Cracker

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality or any errors

or omissions in plans or in the layout as given by said instructions, it shall be his duty to immediately inform Cracker Barrel's Representative,

in writing, and Cracker Barrel's Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done

representative at all times. The Contractor shall give Cracker Barrel's Representative reasonable notice before starting any new work, and shall

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective

overlooked by Cracker Barrel's Representative and accepted or estimated for payment. If the work or any part thereof shall be found defective

before the final Acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory

to Cracker Barrel's Representative, and if any materials brought upon the ground for use in the work or selected for same shall be condemned

by Cracker Barrel's Representative as unsuitable or not in conformity with the specifications, the Contractor shall fail to replace such defective

work or materials after reasonable notice, Cracker Barrel's Representative may cause such defective work or materials to be replaced and the

The Contractor shall indemnify, protect and save harmless Cracker Barrel, his Representative, his Landscape Architect and their officers and

agents, from all suits or claims of every name or description brought against Cracker Barrel, his Representatives, officers and/or agents for or

on account of any loss, injuries or damages to persons or property received or sustained by any person or persons, or from the Contractor, his servants or agents in or on account of work done under the Contract or extensions of or additions thereto, whether caused by negligence

or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in its construction or

by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees

If at any time during the progress of said work, said Contractor shall fail or neglect to pay for any labor performed, transportation charges,

materials furnished, or tools, machinery, appliances, fuel, provisions, or supplies of any sort or kind used or consumed in, upon, or on account

of said work, for the ten (10) days after payment for same shall become due, then the Owner shall have the power to pay for such labor, or for such transportation charges, materials, tools, machinery, appliances, fuel, provisions or supplies, and the amount so paid shall be retained

out of the money due or to become due to said Contractor, and said Owner may refuse to make the payment hereinafter mentioned to the

extent of such indebtedness until satisfactory evidence in writing has been furnished and said indebtedness has been discharged. In any such case, said Owner is hereby authorized and empowered by said persons or corporations for labor, transportation charges, materials, tools,

machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed upon, in or on account of work covered by this Contract in such manner upon such proof as

that so much of the money due to him under this Contract as shall be considered necessary by the Owner, may be retained until all such

suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the Owner.

work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously

All work and materials shall be open to the inspection, acceptable and rejection of Cracker Barrel's Representative or his duly authorized

provide reasonable and necessary facilities for inspection even to the extent of taking out portions of finished work.

given in writing. Such consent does not release or relieve the Contractor from any of his obligations and liabilities under this Contract.

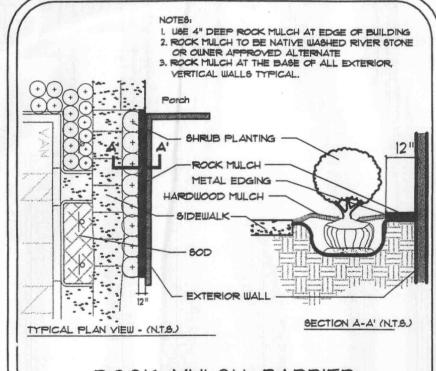
established by Cracker Barrel's Representative to secure the completion of the various portions of the work in general harmony.

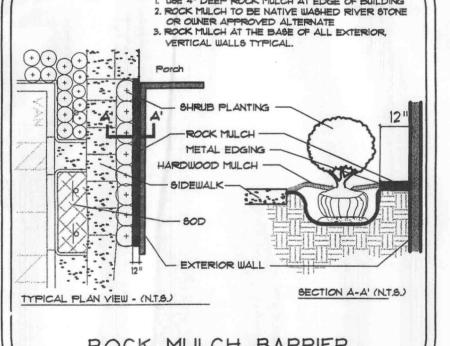
needed preliminary to and during the prosecution of the work, the general and special conditions, and all other matters which can in any way

Contract. Whenever in this Contract the term "Contractor" is used, it shall refer to the party of the second part of this Contract.

either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

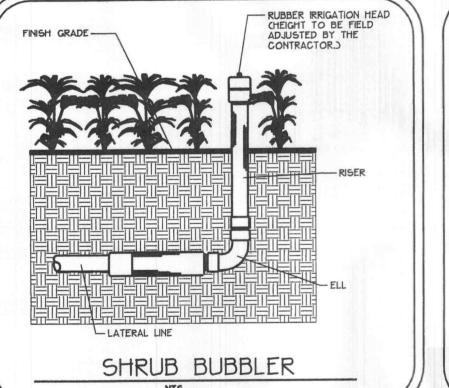
All work that may be called for in the specifications and not shown in the plans, or shown on the plans and not called for in the

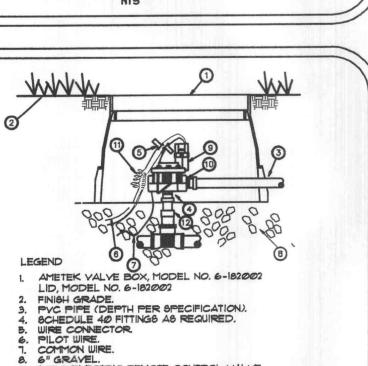












TORO ELECTRIC REMOTE CONTROL VALVE

ANGLE VALVE ASSEMBL'

O. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

18" OF PILOT AND COMMON WIRE IN BOX REGUIRED.

252 SERIES, SIZE AS NOTED ON PLAN

. REDUCING BUSHINGS AS REQUIRED.

