

DESIGNER NOTE:

This Supplemental General Conditions section is for Petsmart issued bids (Petsmart capital projects)

The following supplements, modifies, deletes and/or adds to the PETsMART Contract documents. Where any article, paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any Article, paragraph or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, paragraph or subparagraph not so amended or voided or superseded shall remain in effect. In the event of any conflict with such General Conditions, the provision of these Supplemental General Conditions will prevail.

1.1.1. Change first sentence to read as follows:

"1.1.1 The Contract Documents consist of the Project Manual including Advertisement or Invitation to Bid, the Instructions to Bidders, THE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS (IB), the Proposal form, the Subcontractor List Form, the Construction Contract, the Conditions of the Contract (General and Supplementary), the Technical Specifications, the Drawings, all pre-bid Addenda issued and all Change Orders issued after execution of the Contract."

1.2 Add the following:

"1.2.6 Execute work as per Contract Documents. Make no changes therefrom without having first received written permission FROM THE PROFESSIONAL OF RECORD. Where detailed information is lacking, before proceeding with work, refer matter to the Professional of Record for information."

"1.2.7 If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the Professional of Record, requesting clarification. If the Contractor proceeds with work affected by such errors, discrepancies or omissions without receiving such clarification, he does so at his own risk, but not limited to coordination to fixture plan (F1), MEP and Architectural. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Professional of Record, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense."

"1.2.8 In general, the Drawings indicate dimensions, positions and details of construction; the PROJECT MANUAL describes

qualities of material and methods of workmanship. All work described in the PROJECT MANUAL shown on the drawings and all work dependent upon or necessary, shall be executed in a quality workmanlike manner and shall be of the materials best adapted to the purpose where such work or materials are not specifically mentioned."

"1.2.9 Should conflicts occur in or between Drawings and PROJECT MANUAL the Contractor is deemed to have estimated on the more expensive way unless he has asked for and obtained additional written instructions from the Professional of Record before submission of the contractor's proposal as to which method or materials will be required."

"1.2.10 All work and materials shall be the best of the respective kinds specified and indicated. Should any workmanship or materials be required which are not directly or indirectly called for in the PROJECT MANUAL and/or shown on the drawings, but which are necessary for proper fulfillment of the obvious intent thereof, said workmanship or materials shall be the same as similar parts that are detailed, indicated or specified, and the Contractor shall understand the same to be implied and provide for it in his proposal as fully as if it were particularly described or delineated."

1.3 Delete in its entirety and insert the following:

"The use of the Contract Documents shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reuse, reproduction or publication by any method, in whole or in part, is prohibited. Title to the Contract Documents remains with the Professional of Record and PETsMART without prejudice. Visual contact with the Contract Documents shall constitute prima facie evidence of the acceptance of these restrictions."

2.2.1 Delete in its entirety.

2.2.2 Delete in its entirety.

2.2.3 Delete in its entirety.

2.2.5 Delete in its entirety.

2.3.1 Delete "persistently" from paragraph.

2.4.1 Delete "after such seven-day period give the Contractor ... If the Contractor... deficiencies the Owner may," Delete fourth sentence in its entirety.

3.2 Add the following:

"The Contractors shall notify the Professional of Record or Owner, in writing, at or before the time of submitting his proposal, of any discrepancies between the Contract Documents and the existing Conditions at the site, and he shall make his proposal conform to the intent of the Contract Documents, without additional cost to the Owner."

"3.2.4 Neither the Owner nor the Professional of Record assume any responsibility for an understanding or representation made by any of their agents or representatives prior to the execution of the Agreement unless (1) such understandings or representation are made by any of their agents or representatives in written form prior to the execution of the agreement unless and such understandings or representations are expressly stated in the Agreement, and (2) the Agreement expressly provides that responsibility therefore is assumed by the Owner."

"3.2.5 Maps, soil investigation reports and similar reference data made available to the Contractor are given for the Contractor's information only, and neither the Owner nor the Professional of Record assume any responsibility for conclusions the Contractor may draw therefrom."

"3.2.6 Failure of the Contractor to acquaint himself with all available information concerning these Conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work."

3.3.3 Add the following:

"Neither the presence or absence of the Owner or the Professional of Record, nor their authorized representatives, shall relieve the Contractor from any requirements herein."

3.4 Add the following:

"3.4.3 When requested by the Professional of Record, the Contractor shall deliver to the Professional of Record, (prior to final acceptance of the work as a whole) signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents."

"3.4.4 The Contractor, immediately upon award of the Contract (or where Shop drawings, Product data or samples, etc., are required, immediately upon receipt of reviewed submittals thereof) shall place orders for all materials, work, fabrication and/or equipment to be incorporated in the work. The Contractor shall keep the Professional of Record informed as to the availability of all materials, work, fabrications and/or equipment specified and to advise the Professional of Record promptly, in writing, of all orders placed and of such material, work, fabrication and/or equipment which may not be available for the purposes of completing the Contract."

"3.4.5 Labor shall be performed in best quality and most workmanlike manner, by mechanics skilled in their respective trades. Standards for work required throughout shall be of such grade as will result in first-class work."

"3.4.6 Mechanics whose work is unsatisfactory to the Owner or the Professional of Record or is considered by the Owner or Professional of Record to be careless, incompetent, unskilled or otherwise objectionable shall be dismissed from work under the Contract upon written notice from Owner or Professional of Record."

3.5.1 Change fourth sentence to read as follows:

"If required by the Professional of Record or by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment."

3.7.4 Delete "Knowing it to be" from paragraph. Add the following:

"3.7.5 The Contractor shall, before commencing work, verify all grades, lines, levels and dimensions shown on the drawings and shall report any errors or inconsistencies to the Professional of Record. The Contractor shall not proceed until such errors or inconsistencies are corrected."

"3.7.6 The Contractor shall establish and maintain all buildings and construction grades, lines, levels and benchmarks and shall be responsible for accuracy and protection of same. This work shall be performed by a licensed civil engineer or surveyor."

"3.7.7 The Contractor shall protect all temporary benchmarks and maintain them in place for duration of the Contract or until such time as their removal does not affect completion of the Project."

"3.7.8 The Contractor shall not remove any property line markers or monuments or data established by the Owner. If such are damaged or removed, the Contractor shall bear cost of replacement."

3.9.1 Delete first sentence and insert the following:

"The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site on a full-time basis during the progress of the work. The superintendent shall not divide his duties or responsibilities among any other projects that are not a specific portion of this agreement."

3.10.1 Change "information" to read "approval".

3.13.1 Add the following:

	"The Contractor shall be liable for any and all damage caused by him to the Owner's premises. The Contractor shall hold and save the Owner, his agents and representatives, free and harmless from liability of any nature or any kind arising from any use, trespass or damage occasioned by his operations on premises or third persons."		Requests and Article 7. Professional of Record may authorize minor changes in the work as provided in Paragraph 7.4."
3.14	Add the following: "3.14.3 In all cases exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting, damage, etc., will not be tolerated, and the Contractor shall be held responsible for such avoidable or willful damage." "3.14.4 All replacing, patching and repairing of all materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will, upon completion of the work, match the surrounding similar surfaces."	4.2.12	Add the following: "If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among Contract Documents, the Contractor shall request interpretation before proceeding with work."
		4.2.13	Delete in its entirety.
		4.5	Delete in its entirety.
		5.2.1	Delete second and third sentence.
		5.2.2	Delete "or the Professional of Record" and "reasonable and timely" from first sentence.
		5.2.3	Delete "or the Professional of Record" and "reasonable" from paragraph. Add the following: "The provisions of this subparagraph providing for adjustment of price shall not apply if the Contractor has proposed a subcontractor unqualified under any applicable provincial law."
3.16.1	Add the following: "The Contractor shall provide facilities for such access without charge to the Owner so the Professional of Record may perform his functions under the Contract Documents."	6.1.3	Delete in its entirety and insert the following: "The Contractor shall provide for the coordination of the work of the Owner's forces and of each separate contractor with the work of the Contractor."
4.1.1	Add the following: "In the Contract Documents, the term Professional of Record refers to PROFESSIONAL OF RECORD and it shall be understood to their acting through any of their personnel or consultants duly authorized to act for them."	6.2.2	Add "and the Owner" after "Professional of Record".
4.1.2	Delete in its entirety.	Article 7	Change all references to "Construction Change Directive" to "PETSMART fieldwork order" throughout Article 7.* *All references to "Owner" shall be deemed to mean "PETSMART" throughout Article 7 whether or not PETSMART is the contracting party.
4.1.3	Delete in its entirety.		
4.1.4	Delete in its entirety.		
4.2.1	Change third sentence to read as follows: "The Owner's instructions to the Contractor shall be forwarded through the Professional of Record or as the Owner otherwise elects, in which case the Owner accepts full responsibility with the Contractor for the instructions given."	7.1.2	Delete in its entirety.
4.2.8	Delete in its entirety and insert the following: "The Professional of Record will prepare proposal requests. Contractor to prepare Change Orders based on Proposal	7.2.1	Substitute "the Contractor" for "the Professional of Record".** ** Add "on the enclosed form" after the word "prepared" in the first sentence.
		7.3.1	Change first reference to "Professional of Record" to "Owner" and delete second reference.***

*** Add “and shall be prepared on the enclosed sample” to the end of the first sentence.

7.3.4 Change “Professional of Record” to “Owner”.

7.3.3.5 Add the following:

"All change order directives shall be referenced to account numbers as shown on Schedule of Values."

7.3.6 Change “Professional of Record” to “Owner”.

7.3.7 Change “Professional of Record” to “Owner”.

7.3.9 Delete the words “made by the Professional of Record”.

7.4 Delete in its entirety.

8.1.3 Add "and certificate of occupancy or equivalent has been issued by the applicable governmental agency." to end of paragraph.

8.3.1.2 Adverse weather conditions shall be defined as weather extremes (precipitation, temperature and/or winds) which prohibit any type of construction activity scheduled during the time of adverse weather that exceeds the ten year average.

8.3.2.1 Requests for extensions of construction time due to adverse weather conditions shall include U.S. Weather Bureau Climatological Reports, for the time involved, from the nearest reporting station. Extensions of time may be requested for any month of construction for days lost due to adverse weather that exceeds the ten year average.

9.2.1 Add "and the Owner" after "Professional of Record" to paragraph.

9.3 Add the following:

"9.3.1 Application for Payment shall be made on PETsMART Contract "Application and certificate for Payment", (2 copies) utilizing complete provisions provided by the form. Provide signature space for Owner's approval."

"9.3.2.1 The Contractor agrees to accompany all payment requests, except the first, with unconditional lien waivers from all subcontractors and material men pertaining to all the work performed and all materials provided with respect to previous payments received by Contractor. The Contractor further agrees that each subcontract (which, for the purpose of this paragraph, includes both contracts with subcontractors and material men) shall contain an express provision, satisfactory in form and content to the Owner, whereby such subcontractor or material

men expressly agrees that, for the benefits of the Owner, it waives all rights to file mechanics liens with respect to any unpaid services or materials provided by it, as specified by current Provincial statutes. Such subcontractor or material men shall give written notice to the Owner of such non-payment for such materials and services, which notice shall include a specific detail listing of the services and materials with respect to which payment has not been made. The Contractor further agrees that the Owner shall have the right to issue checks made jointly payable to the Contractor and any subcontractor or material men claiming not to have been paid for services or materials provided for which Contractor has been paid. If any liens are filed against the Owner's property, the Owner and/or PETsMART may, at their option, require the Contractor to immediately provide a bond in accordance with Provincial requirements. Final lien waivers, stating "Unconditional Upon Final Payment", from all subcontractors and material men shall accompany the final payment request prior to approval for release of construction retention funds.

9.5.1 Subparagraph .1 - Change to read:

".1 Defective work not remedied, or failure to begin remedial action within 5 days following written notification."

Subparagraph .7 - Delete "persistent" from sentence.

9.7.1 Add "and if such failure has not been corrected within seven (7) calendar days after notice there of is given to the Owner and Professional of Record," after "payment" third line of paragraph.

9.8.2 Add "and the Owner" after "Professional of Record" to the first sentence.

9.8.3 Delete in its entirety.

PARAGRAPH 9.8 - SUBSTANTIAL COMPLETION: Add the following new subparagraph 9.8.4:

"9.8.4 The Contractor shall reimburse the Owner by deductive Change Order, for the Professional of Record's additional services made necessary by the Contractor's failure to finally complete the work within twenty (20) days from substantial completion".

9.10.1 Add "or Owner" following: ". . . Payment, the Professional of Record" and " when the Professional of Record".

9.10.2 Revise to the following: ". . . to indemnify the Owner against such lien" to read ". . . to indemnify the Owner against such

lien as a condition precedent to receiving any further payment on account of the work of such contractor."

"9.10.2.1 Neither the final payment nor the remaining retained percentage shall become due, until after all requirements, listed in Section 01700 Contract Closeout, have been 100% completed."

- 9.10.3 Add the following: "Except those arising from:
1. Unsettled liens,
 2. Faulty or defective Work appearing after Substantial Completion,
 3. Failure of the Work to comply with the requirements of the Contract Documents, or
 4. Terms of any special warranties required by the Contract Documents."

- 10.1.3 Add the following: ". . . except as otherwise provided in the Contract Documents."

- 10.2 Add the following:
- "10.2.8 The Contractor shall be responsible for all existing structure and/or improvements, both above and underground, including the finishes thereof (both exterior and interior) within the adjoining working areas, and shall provide adequate protection therefore, either by barricades, covering or by temporary removal. Any existing structures and/or improvements damaged during construction shall be repaired and/or improvements damaged during construction shall be repaired and/or replaced with materials, workmanship, fixtures or equipment of the same kind, quality and size as required by the Contract Documents. Any materials or equipment temporarily removed and damaged shall be re-erected or installed in an approved manner."

ARTICLE II - INSURANCE & BONDS:

Paragraph 11.1 - CONTRACTOR'S LIABILITY INSURANCE: Delete subparagraph 11.1.1 in its entirety and insert the following:

"11.1.1 Do not commence work until required insurance has been obtained and paid for, nor until insurance policies have been approved by Owner as to a company or companies licensed to do business in the province in which the project is located, amount and coverage form (contractor's insurance carrier must be an "A" A.M. Best rated carrier.) Do not permit any subcontractor to commence work on

subcontract until such insurance has been so obtained and has been approved by the Owner.

The Contractor shall furnish the Owner certificate evidencing such insurance, list PETsMART, Inc. and its subsidiaries as an additional insured on all policies required and shall arrange with each insurance company to give PETsMART thirty days notice of all renewals, cancellations and major changes in the policies.

Furnish one copy of Certificates herein required for each copy of the Agreements' specifically set forth and evidence of all coverage required by Subparagraph 11.1 and 11.2. The form of the Certificates shall be in conformance with the enclosed sample. Furnish to Owner's agent as shown below copies of any endorsements that are subsequently issued amending coverage or limits:

Acordia of Arizona
3020 E. Camelback Road, #200
Phoenix, AZ 85016

Attn: PETsMART Rick Management

"11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Worker's Compensation:
- | | |
|----------------------|------------------------------------|
| Provincial Statutory | |
| Applicable Federal | Statutory |
| Employer's Liability | \$ 500,000 / \$500,000 / \$500,000 |
2. Comprehensive general Liability (including Premises-Operation; (Contingent Liability, Contractual Liability, Independent Contractor's Protection; and Products and Completed Operation)"
- | | | |
|-----------------|-------------|------------------|
| Bodily Injury | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| Property Damage | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |

Products and completed operations to be maintained insured for two years after final completion.

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

3. Contractual Liability:
- | | | |
|-----------------|-------------|------------------|
| Bodily Injury | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| Property Damage | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |

4. Personal Injury, with Employment exclusion deleted:
\$1,000,000 Annual Aggregate
 5. Comprehensive Automobile Liability:
\$1,000,000 Combined Single Limit
 6. The Contractor shall provide the limits of liability by a combination of the above described policy forms and an Umbrella Excess Liability policy.
- Contractor's excess liability, umbrella form, bodily injury and property damage combined:
- | | |
|-------------|-----------------|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |

installed fixtures and equipment, less cost of site preparation and excavation. A policy deductible clause not exceeding two hundred fifty dollars (\$250.00) shall be permissible and such deductible shall be borne by the Contractor. Policy shall specifically permit beneficial occupancy, by PETsMART prior to completion or acceptance of the work.”

"11.3.1.1 The form of policy for this coverage shall be "Completed Value".

“11.3.1.2 If by terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.”

- 11.1.3.1 The Contractor shall, prior to starting work, furnish one copy of Certificates herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraph 11.1.1, 11.1.2 and 11.1.3. The form of the Certificate shall be in conformance with the enclosed sample. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

- 11.3.4 Delete subparagraph in its entirety and substitute the following:

“The contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto. The Contractor shall not commence work until he has received a copy of such policies.”

- 11.3.6 Delete in its entirety.
- 11.3.9 Delete in its entirety.

Delete existing 11.2.1 and substitute the following:

“11.2.1 The Contractor shall be responsible for purchasing and maintaining Owner's Liability insurance with the same limits as Contractor's Comprehensive General Liability. Including; Bodily Injury, Property Damage and Personal Injury. (Broad Form Property Damage Endorsements).”

PARAGRAPH 11.3 - PROPERTY INSURANCE:

Delete subparagraph 11.3.1, 11.3.1.1, 11.3.1.2, 11.3.1.3 in its entirety and insert the following:

“11.3.1 The Contractor shall purchase and maintain Builders Risk Policy issued to contractor and Owner and shall include interest of subcontractors and such insurance shall cover all work in the course of construction including temporary structures and materials used in construction at the job site and while awaiting installation, including storage and transit to the site of materials, paid for by the Owner including the Owner's installed fixtures and equipment. The Policy shall insure all risks of direct physical loss or damage from any external cause subject to policy terms conditions and exclusions and the policy will not cover vehicles, property, while waterborne, trees, shrubs, plants or grass, plans, specifications, blueprints, or contractor's tools or equipment of any kind. (Fixtures and Equipment insured value \$300,000.00.)

The amount of insurance provided shall not be less than the final completed value of the project, including the Owner's

- 11.4 Performance Bond and Labor and Material Payment Bond: Add the following subparagraphs to this article:

"11.4.3 The Contractor is required, as a condition precedent of the execution of the Contract, to furnish bond in a penal sum of one hundred percent (100%) of the total amount payable by the terms of the Contract and pay all premiums for such bonds."

"11.4.4. Bonds shall be in accordance with Provincial Requirements with amount shown equal to 100% of the total amount payable by terms of the Contract. Surety shall be company licensed to do business in province in which work is located and shall be acceptable to Owner. Bond amount shall be increased to include any Change Order added to the Contract to 100% total value amount of each Change Order. Bond limitations shall be one year except where provincial laws and statutes require additional time limitations."

- 12.1.1 Add "or the Owner's" after "Professional of Record's" to paragraph.
- 12.1.2 Add "or the Owner" after "Professional of Record" to paragraph.

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| <p>12.3.1 Add the following: "Nonconforming work shall be deemed accepted only if the Owner does so expressly and in writing." to paragraph.</p> <p>13.1 Add the following:</p> <p style="padding-left: 20px;">"13.1.2 Nothing contained in the Contract Documents shall be construed as authority for violation by the Contractor of any applicable codes or ordinances which shall take full and complete precedence of anything herein contained to the contrary."</p> <p style="padding-left: 20px;">"13.1.3 In the event that the building inspector or other public official requires that additional work be done or that the work under the Contract Documents be modified in any way, the Contractor shall notify the Professional of Record and the Owner in writing of the requested change. The Professional of Record will review the requested change with the Owner and advise the Contractor in writing. Any such work performed without written permission shall be at the expense of the Contractor performing such work."</p> <p>13.2.2.1 Repair all defects and/or damage resulting from faults in workmanship or materials that develop during specified guarantee periods. Disruption of store business shall not be permitted. Contractor shall complete repair work entirely at his own expense within five days of receipt of written notice. General Contractor must coordinate work schedules with PETsMART prior to commencement of any repair and/or warranty work.</p> <p>13.2.2.2 <u>Emergency / Warranty repairs</u> - Note: Telephone communication will constitute official notification. This will be followed up by written notification. Failure to respond within one hour gives the Owner and/or PETsMART the right to have repair work performed. Charges for that work shall be billed to the General Contractor upon completion of any warranty and/or repair work. The General Contractor shall notify PETsMART in writing when the work is completed.</p> <p>13.5.1 Add "and the Owner" after "Professional of Record" to paragraph.</p> <p>13.5.2 Add "and the Owner" after "Professional of Record" to paragraph.</p> | <p>14.1.1.5 Add ". . . and such condition is not corrected promptly after written notice there of is given to Owner and Professional of Record", after "contractor" to paragraph.</p> <p>14.1.2 Delete the words "and damages" at the end of this paragraph.</p> <p>14.2.1.1 Delete "persistently or repeatedly".</p> <p>14.2.1.3 Delete "persistently".</p> <p>14.2.1.4 Delete "substantial".</p> <p>14.2.2 Delete "upon certification by the Professional of Record that sufficient cause exists to justify such action".</p> |
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END OF SECTION

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