

DESIGNER NOTE:

This Section and onwards is to be used regardless of build to suit (Landlord Bid) or Capital projects (Petsmart Bid)

PART I – GENERAL**WORK INCLUDED**

The work under the Base Bid of the Contract/Proposal shall include all work indicated or specified within the construction limit lines unless the work is specifically indicated as "Not In Contract", "By PETSMART", "By Others". Also, included is all work which may be necessary to provide and connect all water & fire lines, gas, sewer, telephone, and electrical service to the building site, including replacement of paving to meet the requirements of governmental authorities. All utilities are to be extended to a minimum 5 feet outside of building and connected to site utilities.

Work of this project to meet the seismic requirements of the local jurisdiction. This includes, but is not limited to interior walls, ceilings and supports.

SPECIFICATIONS

- In the preparation of the Project Manual an effort has been made to segregate the various branches of the work under headings, by trades. This is done only for convenience and shall not relieve the General Contractor of the responsibility of furnishing every item indicated or specified whether properly segregated or not.
- No responsibility will be assumed by the Owner/PETSMART or the Professional of Record for omissions or duplications by the General Contractor in the completion of the Contract due to any alleged error in the arrangement of the material in the Project Manual nor shall any such segregation of work and materials operate to make the Professional of Record an arbiter in defining limits to the Agreements between the General Contractor and his Subcontractors or Suppliers.
- The misplacement, addition or omission of any letter, word or punctuation, or lack of capitalization of a word, shall in no way damage the true spirit, intent, or meaning of these Specifications.
- The word "shown", "indicated", "noted", "scheduled", or words of like effect shall be understood to mean that reference is made to the Drawings accompanying these Specifications.
- Where reference herein is made to colors or finishes "as selected" the reference is to the Professional of Record.
- Reference to known standards within the Project Manual shall mean and intend the latest edition or amendment published prior to the date of this Project Manual, unless specifically specified otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the Project.

DISPOSITION OF UTILITIES

Observe rules and regulations governing the respective utilities in executing all work under this heading.

Adequately protect active utilities from damage, and remove or relocate only as indicated or specified.

Remove, plug or cap inactive and abandoned utilities encountered during the work.

ARCHITECTURAL AND ENGINEERING SERVICES

It is understood that normal architectural and engineering liaison for the purpose of interpretation of the Construction Documents is provided for by the Owner and PETSMART. Should any services of the Professional of Record be required to assist in the corrections of errors or omissions in construction by the General Contractor, or services of the Professional of Record be required because of changes in structure or equipment where the General Contractor has requested approval of substitute methods or materials, these services will be provided by the Professional of Record at his standard hourly rates, and shall be paid for by the General Contractor in advance.

SAFETY REQUIREMENTS

These Construction Documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations. (SOR/86-304) – Latest Edition
- Health Canada/Workplace Hazardous Materials Information System (WHMIS), Material Safety Data Sheets (MSDS).
- Province of Alberta, Occupational Health and Safety Act, R.S.A. 2000 - Latest Edition
- Province of British Columbia, Workers Compensation Act, RSBC 1996 - Latest Edition
- Province of Manitoba, The Workers Compensation Act RSM 1987/C.S.S.M. c.W-200 - Latest Edition
- Province of New Brunswick, Occupational Health and Safety Act, S.N.B. 1983. - Latest Edition
- Province of Newfoundland and Labrador, Occupational Health and Safety Act, R.S.N.C. 1990 - Latest Edition
- Northwest Territories and Nunavut, Safety Act, R.S.N.W.T. 1988 - Latest Edition
- Province of Nova Scotia, Occupational Health and Safety Act, S.N.S. 1996 - Latest Edition
- Province of Ontario, Occupational Health and Safety Act, R.S.O. 1990 Latest Edition
- Province of Prince Edward Island, Occupational Health and Safety Act, R.S.P.E.I. 1988 - Latest Edition

- Province of Quebec, An Act Respecting Occupational Health and Safety, R.S.Q. 1997 -Latest Edition.
- Province of Saskatchewan, Occupational Health and Safety Act, 1993, S.S. Latest Edition.
- Yukon Territory, Occupational Health and Safety Act, R.S.Y. 2002, c159.

CONTRACTORS LICENSE LAW

General Contractor shall comply with, and require all Subcontractors to comply with, Provincial and Municipal Contractor's license laws and be duly registered and licensed thereunder.

APPROVED APPLICATORS

Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the General Contractor's responsibility to ensure that any Subcontractors used for such work be approved applicators.

WATERTIGHT-WEATHERTIGHT

Anything in the Construction Documents not withstanding, the General Contractor accepts the responsibility of constructing a watertight, weathertight project.

EXTRA WORK

1. In accordance with the General Conditions and when authorized in writing by the PETSMART Representative, extra work may be ordered. Claims for additional compensation, on account of extra work done, will not be recognized unless such extra work has been authorized in advance and writing by the PETSMART Representative. Costs must be submitted to PETSMART within two weeks of change request.
2. The Contractor shall perform such extra work and charge the Owner and/or PETSMART at actual cost of labor and materials on the approval of Owner and/or PETSMART or at an approved fixed cost fee of not more than 5% OH&P figured one time. The General Contractor shall have the right to add not more than the amounts indicated on the Proposal Form.
3. *For work omitted from Contract:* If Contract Agreement has been previously increased by Change Order for additional work, then overhead and profit will be deducted for omitted work; if revised Contract Sum will be less than original Contract amount, then overhead expenses and profit will also be decreased as part of the deductive Change Order for work omitted.
4. Where extra work involves both added and omitted work, the overhead and profit figures specified above shall be added only to the increased amount over the original Contract sum.

CONTRACTOR COORDINATION

The General Contractor is responsible for providing a separate and fully qualified and competent Superintendent, Project Manager and

Subcontractors for this project. PETSMART reserves the right to replace, or have replaced, the Superintendent, Project Manager or any General Contractor or Subcontractor personnel if deemed necessary by Owner and/or PETSMART.

The General Contractor is responsible for coordination of the project with work by others where PETSMART building abuts adjacent property(s) or buildings, but not limited to, finish grades, asphalt, utility connections, landscape, site lighting, parking, paint striping.

PROJECT DESCRIPTION

Project Site: The Project Site for PETSMART Store consists of the area indicated on the Construction Documents.

Off-site work is not a part of this contract. See plans for Scope of Work. Site paving is part of this contract if and as defined within Civil Drawings.

WORK BY OTHERS:

Certain items of equipment and/or elements of the construction may be excluded from the Contract for Construction, and if so, are indicated on the Drawings and identified herein. Installation thereof may be performed while the General Contractor's work progresses. The General Contractor shall cooperate with the Owner and PETSMART to facilitate the expeditious installation of such items.

Other construction activities, under direct supervision by the Owner and/or PETSMART, are contemplated in the same area of work during the construction period established for this Agreement. All Contractors on the work which may begin progress during the same period of time shall have equal rights to use the roads, grounds, areas, etc., and shall coordinate activities which come into conflict so as to determine the effect of his work on the additional activity, which is not part of this Agreement; and shall adequately adjust his price accordingly. No request for additional compensation for any reason, in this connection, will be considered.

PETSMART'S CABINETRY, FRP WALL COVERING, & EQUIPMENT DELIVERY SCHEDULE

General Contractor will coordinate PETSMART's equipment and cabinetry delivery date with the General Contractor's construction schedule dates. Should, during the course of construction, the General

Contractor need to revise the scheduled delivery dates of any PETSMART furnished equipment, PETSMART will try to accommodate the General Contractor's wishes. If PETSMART is unable to revise their delivery dates, the General Contractor will be held responsible for all additional costs related to storage, extra shipping, re-advertising, additional insurance protection from theft and/or damage, etc., that may be necessary. The request for PETSMART to modify the delivery dates must be in writing. PETSMART will determine who handles the equipment and where it shall be stored.

OCCUPANCY PRIOR TO COMPLETION

The Owner and PETSMART shall have the right to occupy portions of the building that are completed on or before the specified completion date (even though the General Contractor may not have completed the entire

Project). Such occupancy by the Owner and PETSMART will not release the General Contractor or his bonding agency from completing punchlist work, any warranties or guarantees and final completion of work in accordance with the Contract Documents.

CONTRACTOR USE OF PREMISES

- The General Contractor shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all public utilities. The General Contractor shall, during the construction period and until final acceptance of the work as a whole by the Owner and PETSMART, assume all responsibility concerning the same for which the Owner and PETSMART may be liable.
- Prior to beginning work of the Contract, the General Contractor shall meet with the Landlord/Landlord's Architect (where applicable) and PETSMART to determine procedures regarding access to and use of the site, exterior staging and storage areas, special site conditions, and any other restrictions regarding the use of the site areas surrounding the construction.
- The General Contractor shall keep all public and private access roads and walks clear of debris caused by this work during the entire term of the Contract for construction. He shall repair all public and private streets, drives, curbs, walks, and other improvements where disturbed by work of, or related to, building operations, leaving them in as good condition after completion of the work as before operations started, in accordance with rules, regulations, and specifications of the public agencies having jurisdiction.
- Access roads and fire-lanes on and about the site shall be kept open and free at all times, except moving traffic, for passage of emergency vehicles.
- The General Contractor shall endeavor at all times to maintain as low a level of construction noise as possible in order not to create a disturbance in the neighborhood.
- Confine operations at site to areas permitted by Law, Ordinances, Permits and Construction Documents.
- Do not unreasonably encumber site with materials or equipment.
- Schedule work to minimize disruption of the Owner and adjoining tenants use of adjacent facilities.
- Assume full responsibility for protection and safekeeping of products stored on premises and persons on premises.
- Move any stored products which interfere with existing operations of the Owner and/or adjacent tenants.
- Obtain and pay for use of additional storage or work areas needed for operations.
- Do not load structure with weight that will endanger structure.

PARTIAL OCCUPANCY

General Contractor shall establish priority scheduling for partial occupancy without appreciably affecting the completion time for the entire project. Coordinate completion times with PETSMART.

Schedule early completion of designated areas for PETSMART's usage prior to substantial completion of entire project in accordance with schedule or as designated during construction.

PETSMART will occupy designated areas (determined at later date for purpose of moving material and fixtures and preparing for the installation).

General Contractor provides access for PETSMART personnel.

Preference in Authority of Documents

In case of a discrepancy between Contract Documents, the Professional of Record is to be notified so he may issue a written clarification. If Professional of Record is not notified prior to bid date, refer to General Conditions, Article 1, Subparagraph 1.2.3.

ENERGY MANAGEMENT SCOPE OF WORK

All EM components are to be purchased from the National EM vendor as listed on page F2.0 and installed as noted on EM1 and EM2 drawings.

Commissioning contract to be purchased by the GC/EC.

ENERGY MANAGEMENT CHECKLIST

The following checklist is to be fully executed by the Electrical, Mechanical and General Contractor prior to requesting NexRev to perform checkout/start-up of the Energy Management System.

Shop drawing will be provided with EMS equipment. If any questions or additional information is required.

ENERGY MANAGEMENT SYSTEM CHECK-OFF SHEET

PETSMART STORE NO. XXXX

Address, City, Province



Ready for Freedom Checklist

TO: Phillip Caffey _____

E-mail: phillipcaffey@nexrev.com

FROM: _____

DATE: _____

JOB NAME: _____

ADDRESS: _____

Scheduled Date(s) For Freedom Commissioning:

1. Freedom Commissioning (3 week prior to Substantial Completion): _____

Freedom Checklist - To ensure that the building is ready for prewire prior to racking installation, please verify that the following items are complete:

- | | |
|---|--|
| 1. RTUs set? And started up. | ☐ YES ☐ NO When? _____ |
| 2. Raceways/sleeves in place to pull wire into RTUs from inside the building? | ☐ YES ☐ NO When? _____ |
| 3. Are the provided relays and Normally Closed contactors installed in LCP? | ☐ YES ☐ NO When? _____ |
| Wired up | ☐ YES ☐ NO When? _____ |
| 4. Sensor conduit and boxes for sensors installed? | ☐ YES ☐ NO When? _____ |
| 5. All low voltage conduit installed? | ☐ YES ☐ NO When? _____ |
| 6. Is permanent power to the building. | ☐ YES ☐ NO When? _____ |
| 7. Is meter and CT's installed. | ☐ YES ☐ NO When? _____ |

THE GENERAL CONTRACTOR MUST SIGN AND RETURN THIS COMPLETED CHECKLIST TO NEXREV AFTER CONFIRMING THAT THE BUILDING IS READY FOR THE FREEDOM INSTALL PER THE CHECKLIST ABOVE.

General Contractor Printed Name: _____ Date: _____

General Contractor Signature: _____ Phone #: _____

NOTES:

- This form must be returned to NexRev at least fourteen (14) days prior to the scheduled Freedom date(s) to prevent delays or additional charges for insufficient notice.
- One trip is expected for NexRev to complete our SOW based on other trades being complete with their work
- If steps noted in checkout list are not complete and NexRev was either advised to arrive on site early or checklist appeared to be inaccurate, then any extra time that NexRev occurs will result in a change order to company responsible for payment of services. Change order will be for extra time of NexRev waiting for other trades to complete and/or a return trip charge of \$2,200.00 p/return trip if applicable.

601 Development Drive, Plano, TX 75074

(972) 578-0505

Fax (972) 578-0175

Rev. 3/8/23

SAMPLE CERTIFICATE OF INSURANCE

ACORD		CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER A ALL INSURANCE CARRIERS MUST				
INSURED		COMPANY LETTER B HAVE AN A.M. BEST RATING OF				
		COMPANY LETTER C A OR BETTER				
		COMPANY LETTER D				
		COMPANY LETTER E				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXPENSE (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	☒ UMBRELLA FORM				AGGREGATE	\$ 1,000,000
	☐ OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION				☒ STATUTORY LIMITS	
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$ 100,000
					DISEASE - POLICY LIMIT	\$ 500,000
					DISEASE - EACH EMPLOYEE	\$ 100,000
	OTHER PROFESSIONAL LIABILITY				\$ 1,000,000 EACH CLAIM \$ 1,000,000 ANNUAL AGGREGATE	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
Certificate holder, PETsMART, Inc., and its subsidiaries, is hereby named additional insured as respects any and all jobs performed by the named insured for the certificate holder.						
CERTIFICATE HOLDER			CANCELLATION			
PETsMART, Inc. c/o Acordia of Arizona Attn: CMS Department 3020 E. Camelback Rd., Suite 220 Phoenix, AZ 85016-4400			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			

SAMPLE FORM – ONLINE FIELD WORK ORDER

FIELD WORK ORDER



PETSMART Corporation 19601 North 27th Avenue Phoenix, Arizona 85027 Ph. 623.580.6100



Online Project Management

FIELD WORK ORDER

FIELD WORK ORDER (Log) - Forms -	
Post New Search	
Date	mm/dd/yyyy
Field work order number	3
To:	Select a Contact
Store Number	
Location	
You are hereby authorized to proceed with the work in accordance with the instructions below. All work shall conform to the General Conditions, Specification, Addenda and drawings prepared for this job, unless specifically noted herein.	
Description of Work 1	
Costs 1	\$0.00
Description of Work 2	
Costs 2	\$0.00
Total	\$0.00 =
Contract adjustment for the above - described work to be based on one of the following:	☐ A. Fixed Lump Sum ☐ B. Actual Costs with estimated total ☐ C. Unit prices
Authorized by: PETSMART	
Accepted by: Contractor	
Distribution List	Contacts must be highlighted. Hold Control key to select multiple contacts.
This form will automatically be sent to	
Field Work Order	☐ Approved ☐ Denied
Date	mm/dd/yyyy
Approved By	
Last Updated by	
Submit Cancel	

SAMPLE FORM - CHANGE ORDER

PETSMART, Inc.
19601 North 27th Avenue
Phoenix, AZ 85027

Change Order No: _____
Due within two weeks of Change Request

Original Contract Amount	Previous C.O. Authorized	Revised Cont.Amount	This C.O. Amount	New Contract Amount
--------------------------	--------------------------	---------------------	------------------	---------------------

TO: _____

Total of All Extras to this Contract: _____
Total of All Extras (% of Contract): _____

Perform Work in Accordance with Plans and Specifications Referred to Below at Cost of:

Work to be Performed at:

Provide all labor, tools, and materials necessary to complete change order number per specifications and type of work described below (or attached):

Source Code	Cost Code	Item Description	Cost
		GENERAL CONDITIONS	
		CONTRACTOR'S FEE	
		TAXES	
		BOND FEES	
		LIABILITY INSURANCE	
		BUILDERS RISK INSURANCE	

This change order incorporates all terms/conditions set forth by existing contracts for this project.

Contractor: _____
By: _____
Date: _____

PETSMART, INC.
By: _____
Date: _____

UNCONDITIONAL FINAL WAIVER OF MECHANIC'S AND MATERIALMENS' LIEN CLAIMS

THE PROVINCE OF _____)
) ss.
 THE CITY OF _____)

The undersigned is an original contractor or subcontractor who has furnished labor and/or material ("Work") in the construction of improvements upon real property located at _____, PETSMART No. _____, in the City of _____, Province of _____, which deed is incorporated herein by reference (the "Property").

Description of Work/Materials: _____

For Work in connection with the Property, the undersigned:

1. received \$ _____ through _____, 20 ____ ("Completion Date"),
2. is not owed any amounts, and no amounts have been retained.

Therefore, the undersigned:

1. Has been paid in full for all sums owed for Work concerning the Property;
2. Acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against the Owner or the Property, including but not limited to all liens and claims of liens, which the undersigned may have as a result of or in connection with the Work;
3. Has represented and warranted and does hereby represent and warrant that all persons or entities who have furnished labor and/or material to the undersigned in connection with the Work have been paid all amounts they are owed;
4. Agrees unconditionally to indemnify the Owner and hold the Owner harmless against all liability, loss, cost or expense (including but not limited to attorneys' fees) now or hereafter incurred, paid or suffered by or asserted against the Owner or the Property because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims, liens and rights herein waived and released or arising out of any breach or untruth of any representation herein made.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned original contractor or subcontractor.

All of the provisions of this document shall bind the undersigned original contractor or subcontractor and the undersigned's heirs, legal representatives, successors and assigns and shall inure to the benefit of the Owner and the Owner's heirs, legal representatives, successors, assigns and sureties.

EXECUTED this _____ day of _____, 20____.

Firm Name: _____

By: _____

Name: _____

Title: _____

THE CITY OF _____)
) ss.
 PROVINCE OF _____)

This Instrument was acknowledged before me on _____, 20__, by _____, _____ of and on behalf of _____, a _____.

(SEAL)

 Notary Public, Province of _____

CONDITIONAL PROGRESS WAIVER OF LIEN

THE CITY OF _____)
) ss.
PROVINCE OF _____)

The undersigned is an original contractor or subcontractor who has furnished labor and/or material ("Work") in the construction of improvements upon real property located at _____, PETSMART No. _____, in the City of _____, Province of _____, which deed is incorporated herein by reference (the "Property").

Description of Work/Materials: _____

TOTAL COMPLETE TO DATE: \$ _____
LESS RETENTION: \$ _____
LESS PREVIOUS PAYMENTS: \$ _____
THIS PAYMENT: \$ _____
BALANCE DUE: \$ _____

For and in consideration of \$ _____ and other good and valuable consideration, does hereby waive, release and quitclaim all right to a lien upon the land and improvements above-described, as a result of work done and/or materials furnished by the undersigned and employees, materialmen and subcontractors under the statutes of the province of _____ relating to mechanic's liens on the aforementioned property and improvements thereon through billing period _____ for which this payment was made.

The undersigned warrants that no laborers and subcontractors employed in the performance of the work and no materialmen who have furnished materials and services have asserted a claim against or lien upon the premises herein above-described, that no chattel mortgage, conditional bill of sale, or retention of title agreement has been executed or given with respect to any item of property used in conjunction with or incorporated into the improvements on the premises herein above-described, that no claim has been assigned for payment or right to perfect a lien against said land and improvements, and that the undersigned is fully authorized and empowered to execute this Waiver of Lien.

The undersigned understands and agrees that the Owner and any Lender and any Title Insurance Company are entitled to rely upon this Waiver.

EXECUTED this _____ day of _____, 20____.

Firm Name: _____
By: _____
Name: _____
Title: _____

THE CITY OF _____)
) ss.
PROVINCE OF _____)

This Instrument was acknowledged before me on _____, 20__, by _____ of and on behalf of _____, a _____.

(SEAL)

Notary Public, Province of _____

CONSTRUCTION CONTRACT

RE: **PetSmart** Store #
Location:

Dear:

Attached you will find the construction contract for the project referenced above. Please sign and return a copy to my attention via email at crapacz@petsmart.com, once fully executed, a copy will be returned to you.

Please include following items as required per the contract documents:

Payment and Performance Bonds

Forward one **recorded** original of each bond for the full amount of the contract.

Insurance Certificates

Mail Direct to: PetSmart Inc.

Attn: Benjamin Lawrence, Safety & Loss Control Manager

Attn: Charese Rapacz, Real Estate Administrator

Certificate Requirements:

General Liability - \$2 million Gen. Agg.; \$2 million Prod/Comp; \$1 million Occ; \$50,000 Fire Damage; \$5,000 Med. Exp. Automobile Liability - \$1 million Each Accident; Worker's Compensation - \$100,000/500,000/100,000

ADDITIONAL INSURED: PetSmart, Inc. and its subsidiaries

Taxes

Proof of State/Province/local sales tax license/permits for the state and city for performing work in separate line item on all invoices/pay applications that breaks out all sales tax paid by GC.

Subcontractor List

A Subcontractor list must be submitted with **the first pay Application for Payment**. An updated and **final** Subcontractor list must be posted on PetSmart construction web-site before final payment is released.

AIA Form G703

An AIA Continuation Sheet must be submitted for approval prior to submission of first Application for Payment. Breakdown must be no less detailed than the Contract **Exhibit "B"** Schedule of Values. Once approved, this Breakdown may not be changed.

Shop Drawings

All shop drawings and/or submittals should be forwarded directly to the Architect, _____, and attention: _____ and transmittals posted on the website.

Lien Waivers

Lien Waivers are to be executed, General Contractor may use a comparable document to the forms located in the bid specifications. And, all lien waivers submitted must be originals, signed, stamped, notarized and must accompany the appropriate payment application.

First Payment Application

- A *conditional progress* lien waiver from General Contractor **and all Subs** must accompany the first Payment Application
- Along with the **Sworn Statement spreadsheet**.

All Payment Applications (except the first and last)

- Unconditional progress and a conditional progress lien waiver from General Contractor.
- Conditional progress from all subcontractors, suppliers and materialmen who will receive payment with the accompanying pay application.
- **Sworn Statement spreadsheet**
- Unconditional progress lien waivers from all subcontractors, suppliers and materialmen having received payment in the prior application.

Last Payment Application

- Final unconditional lien waiver from General Contractor
- Final unconditional lien waivers from all subcontractors, suppliers and materialmen must accompany the last draw.
- **Sworn Statement spreadsheet**

Payment Applications

All payment applications must be signed, dated and properly notarized.

In an effort to minimize approval delays and/or payment delays, please ensure all change orders have been approved by the Construction Manager and posted to the web site prior to including them on any pay application.

Please note that your draw will not be processed for approval and/or payment until all required documents and waivers are received. If any errors are found on the Pay Application or attachments, it may be sent back with a rejection and a request for a corrected reissue. Corrected reissued Pay Applications will delay your payment.

Should you have any questions, or if I can be of assistance, anytime during this project, please do not hesitate to call me at (623) 587-2156.

Sincerely,
PetSmart LLC

Charese Rapacz
Real Estate Administrator
Enclosures: Contract

EXHIBIT "D" TO CONSTRUCTION CONTRACT – SUBCONTRACTOR LIST

EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. xxxx

ADDRESS, CITY, PROVINCE

This document must be completely filled out in accordance with construction contract requirements and specifications herein.

Line No.	A SUBCONTRACTOR NAME & ADDRESS <i>(Must be completed in its entirety)</i>	B KIND OF WORK <i>(Division Code & Title)</i>	C ORIGINAL SCHEDULE OF VALUES <i>(Can not change from original submittal)</i>
1.		Temporary Facilities	\$
2.		Security	\$
3.		Testing/Inspections - Bldg	\$
4.		Staking - Site	\$
5.		Miscellaneous	\$
6.		General Conditions	\$
7.		Contractor's Fee	\$
8.		Taxes	\$
9.		Bond Fees	\$
10.		Liability Insurance	\$
11.		Building Risk Insurance	\$
12.		2200 Structure Excavation & Backfilling	\$
13.		3300 Cast-In-Place Concrete	\$
14.		4810 Reinforced Concrete Masonry	\$

(continues on next page)

EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. xxxx

ADDRESS, CITY, PROVINCE

This document must be completely filled out in accordance with construction contract requirements and specifications herein.

Line No.	A SUBCONTRACTOR NAME & ADDRESS <i>(Must be completed in its entirety)</i>	B KIND OF WORK <i>(Division Code & Title)</i>	C ORIGINAL SCHEDULE OF VALUES <i>(Can not change from original submittal)</i>
15.		5120 Structural Steel	\$
16.		5210 Steel Joists & Joists Girders	\$
17.		5310 Metal Roof Deck	\$
18.		5400 Cold Formed Steel Framing	
19.		5500 Metal Fabrications	
20.		5520 Steel Railings and Handrails	
21.		6100 Rough Carpentry	\$
22.		6200 Finish Carpentry	\$
23.	National Vendor See Drawing F2.0	6402 Interior Architectural Woodwork <i>(Required vendor)</i>	\$
24.		7190 Water Repellents	\$
25.		7210 Building Insulation	\$
26.		7240 Exterior Insulation and Finish System	\$
27.	National Vendor See Drawing F2.0	7540 Membrane Roofing System <i>(Required vendor)</i>	\$

(continues on next page)

EXHIBIT "D" TO CONSTRUCTION CONTRACT**PETSMART No. xxxx****ADDRESS, CITY, PROVINCE***This document must be completely filled out in accordance with construction contract requirements and specifications herein.*

Line No.	A SUBCONTRACTOR NAME & ADDRESS (Must be completed in its entirety)	B KIND OF WORK (Division Code & Title)	C ORIGINAL SCHEDULE OF VALUES (Can not change from original submittal)
28.		7620 Sheet Metal Flashing and Trim	
29.		7720 Roof Accessories	
30.		7842 Fire-Resistive Joint Systems	
31.		7920 Joint Sealants	\$
32.	National Vendor See Drawing F2.0	8110 Hollow Metal Doors and Frames (Required vendor)	\$
33.	National Vendor See Drawing F2.0	8111 Pre-Finished Frames (Required vendor)	\$
34.	National Vendor See Drawing F2.0	8210 Wood Doors (Required vendor)	\$
35.		8311 Access Doors and Frames	\$
36.	National Vendor See Drawing F2.0	8310 Hollow Metal Doors and Frames (Required Vendor)	\$
37.	National Vendor See Drawing F2.0	8325 Interior Stainless Steel Gates (Required vendor)	
38.	National Vendor See Drawing F2.0	8363 Sectional Overhead Door (Required vendor)	\$
39.	National Vendor See Drawing F2.0	8411 Aluminum Framed Entrances and Storefront	\$
40.		8450 All Glass Entrances and Storefronts.	\$
41.	National Vendor See Drawing F2.0	8461 Sliding Automatic Entrance Doors (Required vendor)	\$

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Line No.	A SUBCONTRACTOR NAME & ADDRESS (Must be completed in its entirety)	B KIND OF WORK (Division Code & Title)	C ORIGINAL SCHEDULE OF VALUES (Can not change from original submittal)
42.	National Vendor See Drawing F2.0	8710 Finish Hardware (Required vendor)	
43.		8800 Glazing	
44.		9260 Gypsum Board Assemblies	
45.	National Vendor See Drawing F2.0	9310 Ceramic Tile	
46.		9511 Acoustical Panel Ceilings	
47.		9651 Resilient Floor Tile and Base	\$
48.		9690 Recycled Rubber Flooring	\$
49.	National Vendor See Drawing F2.0	9721 Plastic Panel Wall Covering (Required vendor)	\$
50.		9910 Painting (Required vendor)	\$
51.		10155 Toilet Compartments	\$
52.		10200 Louvers and Vents	\$
53.		10285 Impact Resistant Wall Protection (Required vendor)	\$
54.		10800 Toilet and Bath Accessories (Required vendor)	\$
55.		11160 Loading Dock Equipment (Required vendor)	\$

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Line No.	A SUBCONTRACTOR NAME & ADDRESS (Must be completed in its entirety)	B KIND OF WORK (Division Code & Title)	C ORIGINAL SCHEDULE OF VALUES (Can not change from original submittal)
56.		15100 Plumbing	\$
57.	National Vendor See Drawing F2.0	15200 HVAC (Required vendor)	\$
58.		15300 Fire Sprinkler System	\$
59.	National Vendor See Drawing F2.0	16000 Building Automation & Automatic Temperature Control Systems (Required vendor)	\$
60.		16010 Electrical	\$
61.	National Vendor See Drawing F2.0	16010 Electrical Switchgear (Required vendor)	\$
62.	National Vendor See Drawing F2.0	16500 Lighting (Required vendor)	\$
63.		16720 Fire Sprinkler Alarm System (Required vendor)	\$
Total must match Construction Contract Schedule of Values. TOTAL			\$

Total must match Bid Alternate Schedule of Values. TOTAL	\$
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