

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.

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:

- Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

CONTRACTORS LICENSE LAW

General Contractor shall comply with, and require all Subcontractors to comply with, State 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 notwithstanding, 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.

SECTION 01010: SUMMARY OF WORK

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 affect 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 CABINETS & EQUIPMENT DELIVERY SCHEDULE

General Contractor will coordinate PETSMART's equipment and cabinets 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.

SECTION 01010: SUMMARY OF WORK

- 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 tenant's 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 the 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 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.

At the time the attached checklist has been completed it shall be emailed to:

**NexRev, Attn: Phillip Caffey,
phillipcaffey@nexrev.com**

After receipt of a completed checklist and acceptance by NexRev operations, a start-up will be scheduled within 7 to 10 working days. This start-up is only for Energy Management Controls not mechanical unit start-up.

Shop drawing will be provided with EMS equipment. If any questions or additional information is required, contact: NexRev, Technical Support (866) 601-5520.

ENERGY MANAGEMENT SYSTEM CHECK-OFF SHEET

PETSMART STORE NO. XXXX

LOCATION



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? Wired up | ☐ YES ☐ NO When? _____ |
| ☐ 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

EXAMPLE: CERTIFICATE OF INSURANCE

Certificate of Insurance

Date: MM/DD/YYYY

Producer: LOCAL AGENT, LTD. 1234 LOCAL DRIVE ANYTOWN, ST 30455	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.
Insured: Contractor's Legal Name 123 INDUSTRIAL DRIVE OTHERTOWN, ST 33308	COMPANIES AFFORDING COVERAGE COMPANY A RyGuy Insurance Services COMPANY COMPANY

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING 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 PRODUCTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				
	☒ COMMERCIAL GENERAL LIABILITY	xxxxxxx	mm/dd/yy	mm/dd/yy	GENERAL AGGREGATE \$2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PRODUCTS - COMP/OP AGG \$2,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$50,000
					MEDICAL EXPENSES \$5,000
A	AUTOMOBILE LIABILITY				
	☒ ANY AUTO Preferred Selection	xxxxxxx	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT \$1,000,000
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)
	☐ HIRED AUTOS				PROPERTY DAMAGE
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EACH ACCIDENT
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGATE
C	EXCESS LIABILITY				
	☒ UMBRELLA FORM				EACH OCCURRENCE \$1,000,000
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$1,000,000
B	WORKERS COMPENSATIONS AND EMPLOYER'S LIABILITY				
	THE PROPRIETOR/ ☐ INCL	xxxxxxx	mm/dd/yy	mm/dd/yy	☒ STATUTORY LIMITS
	PARTNERS/EXECUTIVE ☐ EXCL				EACH ACCIDENT \$100,000
	OFFICERS ARE:				DISEASE - POLICY LIMIT \$500,000
					DISEASE - EACH EMPLOYEE \$100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

[ENTER YOUR VENDOR NUMBER IN THE DESCRIPTION]

For policies shown in this certificate, (except workers' compensation), Petsmart, Inc. and its subsidiaries are an additional insured.

CERTIFICATE HOLDER

PETSMART, INC.
 Construction Coordinator
 19601 North 27th Avenue
 Phoenix, Arizona 85027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,** BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE (SIGNATURE)

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	

Due within two weeks of Change Request

Date: _____

CANAM STEEL: STANDARD PURCHASE AGREEMENT

PURCHASER:

Company _____

Address _____

Phone _____

Attn.: _____

Job Name _____

Job Ph. _____

SELLER

Canam Steel

22253 West Southern Ave.

Buckeye, AZ 85326

(623) 386-1900

Location _____

Job Fax _____

Terms & Conditions:

Quincy Joist Company agrees to furnish joists, girders, bridging, and roof decking per plans and specifications provided by _____ (Professional of Record), Job # _____, and per QJC Quote # QF_.

No changes or modifications are allowed to this Purchase Agreement Form.

Payment terms are net 30 days; no retention held.

Cost for joists, girders, and deck delivered to the job-site: \$ _____

State and local sales taxes: \$ _____

Total cost: \$ _____

Tentative delivery is four (4) weeks from receipt of approved drawings.

JOB-SITE INFORMATION:

Superntd. _____

Address _____

City, St.. _____

LENDING INSTITUTION:

Name _____

Address _____

City, St. _____

OWNER INFORMATION:

Name _____

Address. _____

City, St. _____

BONDING AGENCY:

Name _____

Address _____

City, St. _____

Purchase Order # _____**PURCHASER:**_____
name *title*_____
signature *date***SELLER**_____
name *title*_____
signature *date*

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

THE STATE OF _____)
) ss.
 COUNTY 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 _____, County of _____, State 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 STATE OF _____)
) ss.
 COUNTY OF _____)

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

(SEAL)

 Notary Public, State of _____

CONDITIONAL PROGRESS WAIVER OF LIEN

THE STATE OF _____)
 _____) ss.
 COUNTY 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 _____, County of _____, State 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 State 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 STATE OF _____)
 _____) ss.
 COUNTY OF _____)

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

(SEAL)

 Notary Public, State of _____

CONSTRUCTION CONTRACT COVER LETTER



19601 North 27th Avenue • Phoenix, Arizona 85027 • (623)580-6100

February 7, 2025

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

PETSMART STORE NO. _____
Project Address ■City, State
(STIPULATED SUM CONTRACT)

This Agreement is made as of the _____ day of _____, 20____ by and between PETSMART, Inc., 19601 North 27th Avenue, Phoenix, Arizona 85027, a Delaware corporation (the "Client") and _____, a(n) _____ corporation (the "Contractor") and pertains to the construction of _____ to be located at _____ (the "Project").

Client and Contractor hereby agree as follows:

SECTION 1. THE CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement, the plans, specifications, drawings, addenda and other items listed and described in Section 7 hereof, all Modifications and Change Orders issued after execution of this Agreement in accordance with the terms hereof and the General Conditions. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

SECTION 2. THE WORK.

The Contractor shall at its own expense procure and provide all permits, (except building permit) labor, materials, cartage, tools, supplies and other things provided for in the Contract Documents or necessary to perform, and Contractor shall perform, all the Work required by the Contract Documents for the completion of, and the Contractor shall complete, the entire Project.

SECTION 3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

The Work to be performed under this Contract shall be commenced not later than _____, 20____, and shall be completed not later than _____, 20____, _____ calendar days following the date of such commencement, subject to extension for any period of delay caused by: (i) act of God, act of war or civil insurrection, strikes, lockouts, abnormal inclement weather or other contingencies that could not have been reasonably anticipated unforeseen by Contractor and beyond Contractor's reasonable control, provided, however, that as a condition of any such delay Contractor shall have given written notice thereof, specifying the cause and estimated duration, to Client within five (5) days after commencement thereof; (ii) by wrongful act of the Client, except as otherwise provided in the Contract Documents; or (iii) by written agreement between Contractor and Client. For purposes of this Agreement, "Completion" shall mean actual completion of all Work for which Contractor is responsible hereunder. In the event that Contractor does not complete the Work within such period, then in addition to any other rights or remedies of Client, Contractor shall be liable for damages of _____ (\$_____) per day as and for liquidated damages and not a penalty. Each of Client and Contractor acknowledges that time is of the essence and such delay will result in lost income and profits to Client the exact amount of which will be difficult to ascertain, but that the foregoing represents a reasonable and good faith estimate of the amount thereof.

SECTION 4. THE CONTRACT SUM.

The Client shall pay the Contractor in current funds for the performance of the Work _____ (\$_____) Dollars which sum is complete and includes all amounts to be paid or reimbursed to Contractor for the performance and completion of the Work and all of Contractor's other obligations under the Contract Documents, including without limitation all labor, materials, supplies, cartage, supervision, overhead, expenses, insurance to be provided by Contractor, contract fees, permit fees and all other fees, expenses and out-of-pocket costs of any kind, whether or not similar to any of the foregoing, except as may otherwise be expressly provided in the Contract Documents. The Contractor agrees that the overhead and profit mark-up on any Change Order shall not exceed eight percent (8%). Deductive change orders will include a 8% fee reduction.

SECTION 5. PROGRESS PAYMENTS.

The Client shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending _____ on the following terms and conditions:

Contractor shall submit to Client Applications for Payments in form approved by Client not later than five (5) days following the end of the period covered by the Application for Payment. Such Application for Payment shall show, among other things, all Work completed as of the end of such period and the amounts payable therefor less the amounts of all previous payments by line item, shall certify that all Work has been performed in accordance with the Contract Documents and shall be accompanied by original unconditional lien waivers in at least the amount of all prior payments and from each of the subcontractors and material suppliers vendors to represent the total amount billed in each trade line item. In the event that any subcontractor, material supplier or other person fails or refuses to provide a lien waiver due to a dispute with Contractor, Contractor may, if permitted by Client, or Client's construction lender, provide bonds sufficient to remove any lien rights of such person in lieu of lien waivers. Client shall be entitled as a condition of any such payment to inspect or cause its agent to inspect the Work to verify the information provided by Contractor in such Application for Payment. Payment shall also be subject to such matters as may be required by Client's construction lender as a condition of disbursements under its construction loan. Subject to the foregoing, not later than thirty (30) days following receipt of such Application for Payment, along with all applicable original unconditional lien waivers, Client shall pay to Contractor in cash ninety percent (90%) of the amount determined to be properly charged and allocated through such period based on the lesser of the percentage of costs incurred or of Work completed.

SECTION 6. FINAL PAYMENT.

Within ten (10) days after the Work has been substantially completed and certificates of occupancy therefor issued by the appropriate governmental authorities, the Contractor shall submit to the Client a final Application for Payment certifying that the Work has been substantially completed in accordance with the Contract Documents together with original final unconditional lien waivers from all persons having lien rights with respect to the Project. In the event that any subcontractor, material supplier or other person fails or refuses to provide a final unconditional lien waiver due to a dispute with Contractor, Contractor may, if permitted by Client, or Client's construction lender, provide bonds sufficient to remove any lien rights of such person in lieu of lien waivers. Client shall be entitled as a condition of such payment to inspect or cause its agent to inspect the Work to verify the information provided by Contractor in such Application for Final Payment. Final payment shall also be subject to such matters as may be required by Client's construction lender as a condition of the final disbursement under its construction loan. Subject to the foregoing, not later than thirty (30) days following receipt of such application for Final Payment, and receipt and approval of all close-out manuals and as-built drawings, and receipt of original unconditional final lien waivers from all subcontractors, suppliers and/or materialmen and satisfaction or expiration of any local or state notice of completion statutes. Client shall pay the Contractor the balance of the Contract Sum less such amounts as Client determines to be necessary in order to complete any incomplete work or "punch list" items. Client shall have the right to pay any portion of such final payment directly to unpaid subcontractors, material suppliers or others claiming any lien rights with respect to the Project or jointly to any such persons and Contractor. Any retained balance shall be paid upon completion of incomplete or punch list items and Application for Payment as herein provided.

SECTION 7. MISCELLANEOUS PROVISIONS.

- 7.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings designated therein.
- 7.2 The Contract Documents, which constitute the entire agreement between the Client and the Contractor, are listed in Section 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- a. This Agreement;
 - b. General Conditions in the form of AIA Document A201, General Conditions of the Contract for Construction--1997 Edition, with the additions, deletions and modifications as referenced in the Supplementary General Conditions of the Specifications;
 - c. Construction drawings dated _____, 20_____, prepared by _____, (the "Professional of Record") with reference to the Project (the "Drawings") SEE EXHIBIT "A" ATTACHED;
 - d. Specifications dated, _____, 20_____, prepared by the Professional of Record with reference to the Project (the "Specifications");
 - e. Project manual dated, _____, 20_____, prepared by the Professional of Record with reference to the Project;
 - f. Bid Schedule of dated, _____, 20_____, SEE EXHIBIT "B" ATTACHED;
 - g. Subcontractor List, to be completed in its entirety, SEE EXHIBIT "D" ATTACHED;
 - h. Other: _____ (if none, so specify).
- 7.3 In the event of any conflict between this agreement and the provisions of AIA document A201, this agreement shall prevail.
- 7.4 Any reference to "Owner" in AIA document A201 is deemed to mean "Client," as identified herein.

7.5. Contractor shall indemnify, protect, defend and hold harmless PETSMART, PETSMART's subsidiaries and affiliates, and each of their respective employees, officers, agents, directors, and shareholders, and the successors and assigns of each of the foregoing (each an "Indemnified Person"), from and against any and all claims, demands, losses, liabilities, damages, costs and expenses, arising or resulting from personal injury, accidental death or property damage suffered by and Indemnified Person or any third person (collectively "Claims"), arising out of:

- a. Contractor's use, occupancy, work, and/or activities in, on or about the Project(s);
- b. Any breach or default by Contractor of any obligation of Contractor under this Agreement; and
- c. Any negligent or otherwise tortious act or omission of Contractor, its agents, employees, invitees or contractors.

Contractor agrees to defend, at Contractor's sole cost and expense, each Indemnified Person, in any action or proceeding arising out of any such Claims, by counsel selected by the Indemnified Person, and to pay promptly all costs and expenses arising in connection with such defense, including without limitation, attorneys', consultants' and expert witnesses' fees, as they become due.

SECTION 8. LEGAL STATUS OF CLIENT.

Contractor acknowledges and agrees that Client is the _____ of the premises where the Project is located SEE EXHIBIT "C" ATTACHED.
(lessee, sublessee or owner)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CLIENT:

PETSMART, Inc.

a Delaware corporation

19601 North 27th Avenue

Phoenix, Arizona 85027

(623) 580-6100 ▪ (623) 580-6509 fax

CONTRACTOR:

Co. Name _____

a(n) _____

Address _____

City, St. _____

Ph. & Fax _____

Tax I.D.# _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT "D" TO CONSTRUCTION CONTRACT – SUBCONTRACTOR LIST

EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. _____

City, State

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)
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.		3331 Polished Concrete Floor System	\$
15.		4810 Reinforced Concrete Masonry	\$

(continues on next page)

EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. _____

City, State

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>
16.		5120 Structural Steel	\$
17.	Canam Steel 22253 West Southern Ave. Buckeye, AZ 85326	5210 Steel Joists & Joists Girders <i>(Required vendor)</i>	\$
18.	Canam Steel 22253 West Southern Ave. Buckeye, AZ 85326	5310 Metal Roof Deck <i>(Required vendor)</i>	\$
19.		5400 Cold Formed Steel Framing	\$
20.		5500 Metal Fabrications	\$
21.		5520 Steel Railings and Handrails	\$
22.		6100 Rough Carpentry	\$
23.		6200 Finish Carpentry	\$
24.	Advanced Fixtures, Inc. 2655 E. Audie Murphy Pkwy. Farmersville, TX 75442	6402 Interior Architectural Woodwork <i>(Required vendor)</i>	\$
25.		7190 Water Repellents	\$
26.		7210 Building Insulation	\$
27.		7240 Exterior Insulation and Finish System	\$
28.	Carlisle Syntec Incorporated P. O. Box 7000 Carlisle, PA 17013	7540 Membrane Roofing System <i>(Required vendor)</i>	\$
29.		7620 Sheet Metal Flashing and Trim	\$
30.		7720 Roof Accessories	\$

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EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. _____

CITY, STATE

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)
31.		7842 Fire-Resistive Joint Systems	\$
32.		7920 Joint Sealants	\$
33.	Cook & Boardman 345 Mason Rd. La Vergne, TN 37086	8110 Hollow Metal Doors and Frames (Required vendor)	\$
34.	Cook & Boardman 345 Mason Rd. La Vergne, TN 37086	8111 Pre-Finished Frames (Required vendor)	\$
35.	Cook & Boardman 345 Mason Rd. La Vergne, TN 37086	8210 Wood Doors (Required vendor)	\$
36.	Senneca Holdings 11502 Century Blvd. Cincinnati, OH 45248	8310 Impact Doors (Required Vendor)	\$
37.		8311 Access Doors and Frames	\$
38.	DH Pace 1901 E. 119 th St. Olathe, KS 66061	8363 Sectional Overhead Door (Required vendor)	\$
39.	Western Integrated Material America Direct 11000 Lakeview Ave. Lenexa, KS 66219	8411 Aluminum Framed Entrances and Storefront (Required vendor for interior aluminum window & door frames)	\$
40.		8450 All Glass Storefronts [PetsHotel only]	\$
41.	Assa Abloy Entrance Systems Inc. 300 Horizon Center, Suite 302 Hamilton, NJ 08891	8461 Sliding Automatic Entrance Doors (Required vendor)	\$
42.	Cook & Boardman 345 Mason Rd. La Vergne, TN 37086	8710 Finish Hardware (Required vendor)	\$
43.		8800 Glazing	\$
44.		9260 Gypsum Board Assemblies	\$
45.	Daltile 7834 C.F. Hawn Freeway Dallas, TX 75217	9310 Ceramic Tile	\$

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EXHIBIT "D" TO CONSTRUCTION CONTRACT

PETSMART No. _____

CITY, STATE

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)
46.		9511 Acoustical Panel Ceilings	\$
47.	Johnsonite, Inc. 16035 Industrial Parkway Middlefield, OH 44062	9651 Wall Base (Required vendor)	\$
48.	Advanced Fixtures, Inc. 2655 E. Audie Murphy Pkwy. Farmersville, TX 75442	9721 Wall Panel Covering (Required vendor)	\$
49.	PPG Paints 1100 Arlington Ct. Indianapolis, IN 46280	9910 Painting (Required vendor)	\$
50.	Ruskin Manufacturing 3900 Dr. Greaves Road Kansas City, MO 64030	10200 Louvers and Vents	\$
51.	Construction Specialties 4005 Royal Dr. NW, Suite 100 Kennesaw, GA 30144	10285 Impact Resistant Wall Protection	\$
52.	Hanes, Jones & Cadbury 2706 Otis Corley Drive, Suite 6 Bentonville, AR 72712 (Soap & Paper Dispensers) Staples Us 8602 Buckeye Road Tolleson, AZ 30144	10800 Toilet and Bath Accessories (Required Vendor)	\$
53.	DH Pace 1901 E. 119 th St. Olathe, KS 66061	11160 Loading Dock Equipment (Required vendor)	\$
54.		15100 Plumbing	\$
55.	Hanes, Jones & Cadbury 2706 Otis Corley Drive, Suite 6 Bentonville, AR 72712	15105 Plumbing Fixtures, Equipment and Trim (Required vendor)	\$
56.	Lennox International, Inc. 2140 Lake Park Boulevard Richardson, TX 75080-2254	15200 HVAC (Required vendor)	\$
57.		15300 Fire Sprinkler System	\$
58.	Nexrev 601 Development Drive Plano, TX 75074	16000 Building Automation & Automatic Temperature Control Systems (Required vendor)	\$
59.		16010 Electrical	\$

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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>
60.	Villa Lighting 2929 Choteau Ave. St. Louis, MO 63103	16010 Electrical Switchgear <i>(Required vendor)</i>	\$
61.	Villa Lighting 2929 Choteau Ave. St. Louis, MO 63103	16500 Lighting <i>(Required vendor)</i>	\$
62.	ADT Commercial 105 Yamato Rd. Boca Raton, FL 33431	16720 Alarm System <i>(Required vendor)</i>	\$
Total must match Construction Contract Schedule of Values. TOTAL			\$

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