

PART II: SUPPLEMENTARY INSTRUCTIONS TO INVITED BIDDERS

EXAMINATION

Before submitting a Proposal, the Invited Bidder shall carefully examine the Drawings and Specification Manual (Bid Documents), visit the site of the work, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Invited Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Invited Bidder might have fully informed himself prior to the bidding.

INTERPRETATIONS, ADDENDA

Should an Invited Bidder find any ambiguity, inconsistency or error in the Drawings or Project Manual, or be in doubt as to their meaning, the Invited Bidder shall at once notify the Professional of Record, in writing via FAX, who will issue a written addendum response to all Invited Bidders. Any exclusions by the General Contractor found to be in error will be added to the bid for comparison.

Any addenda issued by the Professional of Record during the time of bidding are to be included in the proposal from the Invited Bidder, and shall become a part of the Bid Documents. The Invited Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

Addenda will be mailed or delivered to each Invited Bidder, person or firm recorded by the Professional of Record as having received the Construction Documents for bidding.

SUBSTITUTION OF MATERIALS

Absolutely no substitutions for materials and products will be allowed for National Account Items as listed in this Project Manual. All bids will be automatically construed to include National Account Items which will be furnished by the Awarded Invited Bidder for construction (the General Contractor). Any deviation from National Account Items in the construction of the project will be cause to require the General Contractor to replace the material or product to the Required Vendor specification at the General Contractor's cost.

All other substitution requests must be submitted in writing, prior to bid date, to the Professional of Record per the requirements of Section 01600 of this Project Manual. Approved substitution requests will be distributed as addenda to all Invited Bidders in writing by the Professional of Record.

PROPOSALS

Proposal, by the Invited Bidders to be submitted for consideration, must be made upon the **Proposal Form**, provided herewith, all blank spaces must be filled, the signature shall be in longhand, and the completed form shall be without alterations or erasures. The included **Bid Schedule of Values** must be fully executed and submitted simultaneously with the **Proposal Form**.

The **Proposal Form** shall bear the name of the Invited Bidder. Where an Invited Bidder is a corporation, a corporate proposal must be signed in the legal name(s) of the corporation followed by the name of state of incorporation and the legal signature of a corporate officer authorized to bind the corporation to a contract.

Proposals shall be addressed to the Owner and/or PETSMART and delivered in an enclosed sealed envelope in addition to faxed copies.

Time is of the essence and consideration of such shall be made in the awareness of this on the bid proposal form. The project shall be completed to the point of **"substantial completion"** as defined in **The General Conditions of the Contract for Construction** and the Certificate of Occupancy shall be issued within 120 calendar days (including weekdays and weekend days) from 5 days following the Notice of Authorization to Proceed. (There will be no additional days allowed.)

All bids shall remain firm for a period of 60 calendar days after the date of bid opening and the Invited Bidder shall be prepared to enter into a contract for construction and begin construction within 5 calendar days after date of Notice of Authorization to Proceed.

Proposals may not be modified after submittal. Invited Bidders may withdraw proposals any time prior to bid opening, but may not resubmit them. No proposal may be modified or withdrawn after the bid opening except where the Award of the Contract for Construction has been delayed for more than 60 days.

The building permit(s) cost or development fees assessed by all governmental authorities shall be excluded from the base bid. These additional costs may be added to the contract sum by Change Order. Any taxes assessed by the issuer will be included in the permit cost. The General Contractor shall provide the Owner and/or PETSMART with 2 copies of the permit(s) within one week of receipt.

GENERAL CONTRACTOR PROPOSED SUBCONTRACTORS

The Invited Bidder (General Contractor) shall submit to PETSMART, within 48 hours (2 working days) of bid opening, if requested by the Owner and/or PETSMART, the enclosed **Subcontractor List**, listing single name only for each branch of the work.

The Owner and/or PETSMART reserve the right to reject any proposed subcontractor(s). Subcontractors proposed by the bidder must be used on the work for which they are proposed and shall not be changed without the written approval by the Owner and/or PETSMART. Rejection of proposed subcontractors shall be pre-emptory and the Owner and/or PETSMART will not be expected or required to state cause.

BID SCHEDULE OF VALUES

At the time of bid proposal submittal, the Invited Bidder shall submit a complete **Bid Schedule of Values**. This schedule is included herewith and its format must be adhered to strictly.

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COPIES FURNISHED

The successful Invited Bidder (General Contractor) will use the previously issued sets of Bid Documents for Construction Drawings. No other previously issued drawings or project manuals shall be allowed for use in construction of the project.

CONTRACTORS LICENSE LAW

The General Contractor shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be duly Registered and Licensed thereunder as required.

PERFORMANCE BOND

The General Contractor is required to provide and pay for a performance and payment bond. This bond shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the Owner and/or PETSMART may prescribe and with such sureties as they may approve. The General Contractor shall deliver the required bonds to the Owner and/or PETSMART not later than the date of execution of the Contract for Construction. The General Contractor shall require the attorney of fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The General Contractor shall furnish the name, address and rating of the bonding company on the proposal form. PETSMART and/or Owner reserve the right to reject any proposed bonding company without stating cause. In this event the General Contractor shall provide an alternate bonding company selection acceptable to PETSMART and/or the Owner.

Bonds shall conform with state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The Surety Company shall be licensed to do business in the state in which construction project is located and shall be acceptable to Owner and/or PETSMART. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the Owner and PETSMART.

SALES AND USE TAX

The General Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales

excise tax law and compensation use tax law and all amendments to same. The contractor further agrees to indemnify and save harmless the Owner and/or PETSMART, of and from any and all claims and demand made against it by virtue of the failure of the General Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The General Contractor is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the Owner and/or PETSMART, as outlined in the Supplementary General Conditions, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractor and suppliers involved.

When "substantial completion" is achieved, final payment requests (not including retention funds) will be considered for approval.

PUNCH LIST

The General Contractor must complete a "Punch List" and post on the PETSMART website prior to scheduling the "Final Punch List" with the PETSMART Construction Manager and the Professional of Record. The Professional of Record shall then visit the site with the PETSMART Construction Manager and create a "Final Punch List". This "Punch List" will not indicate that "Substantial Completion" is achieved. The General Contractor shall complete all items noted on the "Punch List" to the satisfaction of the Owner and/or PETSMART within 15 calendar days. If the "Punch List" is not completed within the 15 days, the General Contractor acknowledges that PETSMART has the right to complete the work with other forces and reduce the Contract amount owed to the General Contractor by that amount plus 25% management fee.

FINAL PAYMENT

Upon "Substantial Completion" including all items noted on the "Final Punch List", an issued "Certification of Occupancy", and all Closeout Package" items completed to the satisfaction of the Owner and/or PETSMART, construction retention funds shall be approved for payment.

END OF SECTION