

SECTION 01010

SUMMARY OF WORK

1.01 SUMMARY: The provisions of the Agreement Between Owner and Contractor and this Project Manual are hereby made a part of the Contract for general construction. All subcontractors are referred to the PETCO/ Contractor Agreement for construction insurance requirements, and instructions regarding general conduct and management of the work.

1.02 DIVISION OF RESPONSIBILITIES TERMINOLOGY:

- A. "Contractor": Where referenced in some Project Manual Sections, the term "Contractor" refers to the person or entity responsible for providing all tenant improvement construction work, with the exception of work provided otherwise by "PETCO Vendor" in direct contract agreement with PETCO Animal Supplies, Inc.
- B. "PETCO Vendor": Where referenced in some Project Manual Sections, the term "PETCO Vendor" refers to a DIFFERENT person or entity from the terms "Contractor". "PETCO Vendor" is responsible for providing tenant-specific work independent from the work of the "Contractor", and in direct contract agreement with PETCO Animal Supplies.

1.03 CONSTRUCTION DRAWINGS AND PROJECT MANUAL:

- A. Construction Drawings shall not be scaled in order to determine locations of items of construction. Larger scale details take precedence over smaller scale details. Dimensioned details take precedence over non-dimensioned details.
- B. The words "shall be" and "shall" may be omitted in the Project Manual and replaced with a colon (:); this substitutions indicates mandatory phrases to the same extent as if the words "shall be" or "shall" were included.

1.04 ENVIRONMENTAL ASSESSMENT: Removal of hazardous materials, if identified by any environmental assessment performed by an environmental engineer contracted by PETCO, shall be completed by way of a hazardous materials removal contract executed by either PETCO or the Landlord, independent from and prior to the Date of Commencement. *(if applicable)*

1.05 PERMIT SUBMISSION, REVIEWS, APPROVALS & FEES:

- A. Permit Submission by Architect: The Architect will submit the Application for the Main (general) Building Permit prior to or during the Project Bidding Phase, and will include all construction drawings, project manual specifications and other required documents. The Architect will provide follow-up coordination with the local jurisdiction with respect to building-related issues that impact the approval and release of the Main (general) Building Permit.
- B. Building Permit Fees: Unless Building Permit Fees are required for the local jurisdiction's acceptance of the Application for Building Permit at the time of the Architect's submission, all Building Permit Fees shall be the Contractor's responsibility, shall be due and payable to the local jurisdiction according to the local jurisdiction's requirements, and shall be included by the Contractor in the Base Bid.
 - 1. The Contractor shall enter a Line Item cost on Attachment B- PETCO Schedule of Values for the expected cost of the Main (general) Building Permit.
 - 2. Permit Issuance to Contractor: If the Architect is responsible for submission of the application for the Main (general) Building Permit to the local jurisdiction, the Architect will notify the PETCO Project Manager when all jurisdictional reviews have been completed and the application for the Main (general) Building Permit has been

approved for release. The Contractor will then be responsible for receipt of the Main (general) Building Permit and for payment of all related permit fees.

- C. Contractor License or Local Subcontractor Permits: If the Contractor or any subcontractor is required by the state or local jurisdiction to obtain an applicable Contractor License, or any other Local Subcontractor Permits, so as to permit legal work to be provided for this project, then the Contractor is responsible for all costs incurred to satisfy these jurisdictional requirements
 - a. The cost of any and all Contractor License(s), subcontractor trade permits, services and inspections shall be the Contractor's responsibility and shall be included in the Base Bid.
 - b. The printing cost for drawings, specifications and other construction documents required for any Contractor License(s) or subcontractor trade permits shall be the Contractor's responsibility, and shall be included in the Base Bid.
- D. Final Certificate of Occupancy: The Contractor is responsible for providing the local jurisdiction Final Certificate of Occupancy, or its equivalent permit, so to allow PETCO to commence full retail and service operations, on or before the Date of Final Completion.

1.06 SITE UTILITIES:

- A. Applications for Site Utility Service to the PETCO Tenant Space shall be coordinated by the Contractor with the PETCO Project Manager. Local Site Utility Providers' points of contact may be included in the drawings for reference purposes.
- B. The Contractor shall coordinate the issuance of all Letters of Request for Site Utility Services with the PETCO Project Manager WITHOUT DELAY following the award of the contract for general construction, so as to confirm site utility services and schedule connections at the earliest possible calendar date.
- C. All coordination of provisions for the Site Utility Services by the Contractor shall be included in the Base Bid. Fees due and payable to the local utility so as to facilitate provisions for Site Utility Services will be either PETCO's responsibility, or PETCO may coordinate with the Contractor for payment by the Contractor, with reimbursement by PETCO to the Contractor at direct cost.

1.07 GENERAL CONSTRUCTION:

- A. The Contractor shall be responsible for security of the building throughout the term of construction work, and shall be responsible for all costs incurred.
- B. The Contractor shall be in charge of general construction; shall obtain the services of a Land Surveyor to measure and layout the work; shall superintend the entire construction of the project; shall coordinate between subcontractors regarding what materials, labor and equipment must be provided by each; shall save PETCO loss or annoyance by reason of suits or claims of infringement of any patent; shall protect PETCO against all liens, accidents to the public neighboring premises and parties employed on the work; and shall carry on all construction in an expeditious and workmanlike manner.
- C. Motorized Lifts: The Contractor and subcontractors shall provide for the use of all-terrain motorized lifts where necessary for the performance of pertinent work in the Base Bid. Motorized lifts used for interior construction shall have tires taped to protect finish concrete floor surfaces.

1.08 WINTER CONDITIONS AND WINTER PROTECTION:

A. The Contractor shall include in the Base Bid all winter conditions and winter protection costs associated with the general contract for construction under prevailing winter conditions. "Winter Conditions" is defined as all conditions (high wind velocity included) in which weather and/or ambient temperature may impair building and/or site construction operations. "Winter Protection" is defined as the costs associated with or incurred in order to complete all work within the scope of the general contract for construction, within the calendar time as further defined by the PETCO/ Contractor Agreement, for construction under prevailing winter construction conditions, and is inclusive of any means necessary to perform such general construction, including but not limited to the following:

- a. Temporary heat;
- b. Temporary power;
- c. Temporary lighting;
- d. Cold weather concrete work;
- e. Cold weather masonry work;
- f. Deicing and/or snow removal;
- g. Frozen ground removal (frost-ripping);
- h. Stone base if required for site access for construction vehicles;
- i. Temporary tenting (protection) of construction work to maintain working temperature;
- j. Trenching and excavation, including all costs for over-excavation as may be required for site or building foundation footings.
- k. Labor, materials and equipment required for any winter conditions related provisions

1.09 PREPARATION OF THE SITE AND ACCESS MAINTENANCE: The initial phase of construction shall include all site preparation as specified in order to establish all rough grades to allow for the intended, designed site drainage. This initial site preparation work shall include all provisions for the installation of pavement stone base material, in order to establish maintainable access on the project site and around the building perimeter. The complete building perimeter must be accessible by tractor-trailers, subject to physical site limitations. The stone base and site storm drainage system shall be constructed as detailed on the drawings pavement sections, and shall be maintained by the Contractor during the course of construction at no additional cost to PETCO. Maintenance of the stone base and site storm drainage system by the Contractor shall include, but is not limited to replacing all "soft" or failing area of the site that may develop during the course of construction.

1.10 STRUCTURAL STEEL SUBCONTRACT:

- A. The Structural Steel Subcontractor shall refer to architectural drawings as well as structural, mechanical and electrical drawings, and shall coordinate with the Contractor's superintendent for proper location of work under this contract.
- B. The Structural Steel Subcontractor shall install all structural steel, shall furnish and install miscellaneous structural metal items, and furnish to the Contractor other miscellaneous steel items to be installed by the Contractor; all as shown on the drawings or further specified in the project manual.
- C. Structural Steel Construction Drawings shall NOT be scaled. Larger scale details take precedence over smaller scale details. Dimensioned details take precedence over non-dimensioned details.

1.11 FIRE SUPPRESSION SYSTEM SUBCONTRACT:

- A. The Fire Suppression System Subcontractor shall refer to the architectural drawings, as well as the fire suppression, plumbing, mechanical and electrical drawings, and shall coordinate with the Contractor's superintendent for proper location of all work under this contract.

- B. The Fire Suppression System Subcontractor shall furnish and install all piping and fixtures as shown on the drawings or called for in the project manual, and as otherwise required to provide a complete and operational fire suppression system to the extent required for acceptance and approval by the local jurisdiction.
- C. Unless otherwise specified, work shown and as reasonably inferred should be considered new construction and a part of the scope of work
- D. Neither PETCO nor the Architect have information pertaining to fire suppression system Flow Test Data.

1.12 PLUMBING AND DRAINAGE SUBCONTRACT:

- A. The Plumbing Subcontractor shall refer to the architectural drawings, as well as the plumbing, mechanical and electrical drawings, and shall coordinate with the Contractor's superintendent for proper location of all work under this contract.
- B. The Plumbing Subcontractor shall furnish and install all piping and fixtures shown on the drawings or called for in the project manual, and shall cooperate with the Contractor regarding provisions for temporary water for use by the Contractor and subcontractors during construction.
- C. Unless otherwise specified, work shown and as reasonably inferred should be considered new construction and a part of the scope of work

1.13 HEATING, VENTILATION, AND AIR CONDITIONING SUBCONTRACT:

- A. The HVAC Subcontractor shall refer to the architectural drawings, as well as the plumbing, mechanical drawings and electrical drawings, and shall coordinate with the Contractor's superintendent for proper location of all work under this contract.
- B. The HVAC Subcontractor shall furnish and install all heating, ventilating, and air conditioning work as shown on the drawings or called for in the project manual, except as specified otherwise in Section 15500– HVAC Systems. The HVAC Subcontractor shall coordinate with the Contractor regarding provisions for temporary heat for use by the Contractor and subcontractors during construction.
- C. Unless otherwise specified, work shown and as reasonably inferred should be considered new construction and a part of the scope of work

1.14 ELECTRICAL SUBCONTRACT:

- A. The Electrical Subcontractor shall refer to the architectural drawings, as well as the plumbing, mechanical and electrical drawings, and shall coordinate with the Contractor's superintendent for proper location of all work under this contract.
- B. The Contractor and/or Electrical Subcontractor shall furnish and install all electrical work as shown on the drawings or called for in the project manual, except as specified otherwise in Section 16000-Electrical Systems. The Electrical Subcontractor shall coordinate with the Contractor regarding provisions for temporary power for use by the Contractor and subcontractors during construction.
- C. Unless otherwise specified, work shown and as reasonably inferred should be considered new construction and a part of the scope of work.

1.15 PETCO NATIONAL ACCOUNTS & PETCO/CONTRACTOR FURNISHED ITEMS:

- A. The Contractor shall fully coordinate with the PETCO Project Manager regarding provisions and scheduling for delivery of products, labor and materials provided by specified construction product and building operations systems suppliers, for those items which the Contractor must either provide or install.
- B. PETCO/ Contractor Furnished Items as further specified in Section 10300- PETCO-Furnished & Contractor-Provided Items may be divided into the following general divisions:
 - 1. "National Account" (Purchased by PETCO): As further defined in Section 10300- PETCO-Furnished & Contractor-Provided Items and specific project manual sections, PETCO has entered into National Accounts with various construction product and building operations Vendors. PETCO direct purchases these national account products with the following division of responsibilities between PETCO and the Contractor:
 - a. Furnished and installed by PETCO/ PETCO's Vendor.
 - b. Furnished by PETCO/ PETCO's Vendor and installed by the Contractor.
 - c. Partially furnished and/or installed by PETCO/ PETCO's Vendor, and partially furnished and/or installed by the Contractor
 - 2. "Inventory Agreement" (Purchased by the Contractor): As further defined in specific Project Manual Sections, PETCO has entered into the National Inventory Agreements with various construction product and building operations Vendors.
 - a. The Contractor shall furnish and install these National Inventory Agreement construction products and building operations systems.
 - b. The cost for construction products and building operations systems to be purchased by the Contractor under the PETCO Inventory Agreement with the product manufacturer has generally been pre-established

1 16 CONSTRUCTION PUNCHLIST INSPECTION & 11 MONTH WARRANTY INSPECTION:

- A. The PETCO Project Manager will conduct a Construction Punchlist Inspection on or about the Date of Substantial Completion as further described in Section 01700-Contract Closeout
 - 1. The Contractor will receive a copy of the PETCO Project Manager's Construction Punchlist.
 - 2. The Contractor shall provide all follow-up work to complete all Construction Punchlist items on or prior to the Date of Final Completion in accordance with the requirements of the PETCO/ Contractor Agreement
- B. The PETCO Project Manager will conduct an Eleven Month Warranty Punchlist Inspection on or about eleven (11) months after the Date of Substantial Completion, but in any event prior to the completion date of the Contractor's One Year Warranty period
 - 1. The Contractor will receive a written copy of the PETCO Project Manager's Eleven Month Warranty Punchlist.
 - 2. The Contractor shall provide all follow-up work to complete all Warranty Punchlist items on or prior to the completion date of the Contractor's One Year Warranty period, or as otherwise agreed to in writing with the PETCO Project Manager, in accordance with the requirements of the PETCO/ Contractor Agreement.

END OF SECTION

SECTION 01100

BID ALTERNATES, VOLUNTARY BID ALTERNATES
& ALLOWANCES

1.01 BID ALTERNATES:

- A. The Contractor shall include provisions for the following Bid Alternates as listed in the Form of Proposal, and shall state the amount, in dollars, to ADD TO or DEDUCT FROM the Base Bid Contract Sum. If there is no change in the amount of the Base Bid Contract Sum, then write "NO CHANGE" in the Form of Proposal. The Contractor shall be bound by all requirements and conditions of the construction drawings and the project manual as they relate to the Bid Alternates.
 - 1. Bid Alternates quoted on the Contractor's Form of Proposal will be reviewed and accepted or rejected at PETCO's option. Accepted Bid Alternates will be identified in the Owner/Contractor Construction Agreement and included in the Total Contract Sum.
 - 2. The Contractor shall coordinate all related work and modify all surrounding conditions as necessary to integrate the work of each accepted Bid Alternate.
- B. Bid Alternate No. 1: None listed
- C. There are no Bid Alternates established for this project.

1.02 VOLUNTARY BID ALTERNATES:

- A. PETCO encourages and will consider Voluntary Bid Alternates, if prepared and submitted by the Contractor, for the express purpose of reducing the total project cost. The Contractor may, at the Contractor's option, prepare and submit proposed voluntary bid alternates as attachments to the Form of Proposal at the time of bid submission.
- B. If included as part of the Voluntary Bid Alternate, product substitutions other than those specifically approved in this project manual can only be considered by PETCO and the Architect/ Engineer if comprehensive product data is submitted to the Architect/ Engineer during the bid review process--and if so requested by PETCO. The Architect/ Engineer will NOT review proposed product substitutions during the project's bidding phase.
 - 1. Voluntary Bid Alternates attached to the Contractor's Form of Proposal will be reviewed and accepted or rejected at PETCO's option. Accepted Voluntary Bid Alternates will be identified in the Agreement Between Owner and Contractor and included in the Total Contract Sum.
 - 2. The Contractor shall coordinate all related work and modify all surrounding conditions as necessary to integrate the work of each accepted Voluntary Bid Alternate

1.03 ALLOWANCES:

- A. The Contractor shall include in the Base Bid Contract Sum the Allowances described in this Section, in the amounts noted on the Form of Proposal (if any).
- B. The Allowance amount has been pre-established by PETCO, and will be adjusted as an additive or deductive Change Order during the course of construction when actual costs are verified and submitted to the PETCO Construction Project Manager.
- C. **NOT USED**