



Addendum 01

Page 1 of 3

PROJECT:

MCSD Bid No.: 2025-3-A
Fremont ES, Hoover MS, Muir ES
Perimeter Fencing Projects

Date: January 3, 2026
TETER Project No.: 25-13173, 25-13360

CLIENT:

Merced City School District
444 W. 23rd St.
Merced, CA 95340

Client Project No.: Bid 2025-3-A
DSA File No.: 24-35

The following additions, deletions and revisions to the plans, specifications and Addenda shall become a part of the plans and specifications. It is the responsibility of the General Contractor to submit the information contained in this addendum to all subcontractors and suppliers. The Bidder shall acknowledge receipt of the Addendum in the Bid Proposal.

(Addendum number of pages: 3 pages + 8 attachment = 11 total pages).

PROCEDURAL:

- 1 - 01: DOCUMENT ACCESS**, in addition to the Exchanges listed on the Notice to Bidders, Bidding documents can be access at the following link: <https://bit.ly/MCSD-2025-3-A>
- 1 - 02: NON-MANDATORY PRE-BID MEETING**, A recording of the Non-Mandatory Pre-Bid Meeting can be access at the following link: <https://bit.ly/MCSD-2025-3-A-Meet-Video>

DRAWINGS – HOOVER MS (#02-123702):

- 1 - 03: DRAWINGS, SHEET A100 – SITE PLAN**, is to be replaced with the attached drawing A100 in its entirety (1 page).

CLARIFICATIONS:

1 - 04: PRE-BID RFI

- A. **Question:** Decorative metal fence/gate drawings and spec. do not correlate on picket gauge or spacing, which is to be followed?
Answer: Fence Picket Size and Spacing shall be per specification sections 323119.02, 323119.03, and 323119.04.
- B. **Question:** Decorative metal fence/gate drawings show a horizontal line at the bottom of each post. What does this represent? Is this a 10" x 10" x 1/2" plate like the drive gate footing detail or was it erroneously duplicated on all DM posts?
Answer: Base plates are not required on typical fence/gate posts. Base plates are required where indicated for Drive Gate Footings (See Fremont ES, detail 10/A110 as an example).

- C. **Question:** Decorative metal fence/gate drawings and spec. do not correlate on gate screen, drawings call for perforated metal and the spec calls for expanded metal, which is to be followed?
Answer: Expanded metal be per specification sections 323119.02, 323119.03, and 323119.04 is acceptable.
- D. **Question:** Gate hardware in Spec calls for Schlage ND82 with VandalGuard, RHO trim, 622 finish (Black). The ND82 is not offered from the factory with VandalGuard function. Is the gate contractor expected to modify a similar VandalGuard model to ND82 function?
Answer: An alternative finish that provides an ND82 function with VandalGuard is acceptable.
- E. **Question:** Regarding Muir ES, sheet A112, detail 15 shows a base plate, where is this applicable on the drawings?
Answer: Detail 15/A112 is applicable to gate GE1. See sheet A100 for location and Gate Schedule for additional information on gate GE1.
- F. **Question:** Regarding Fremont ES, sheet A100, keynote 32.63 calls to remove CI fence fabric and gates, install DM post over existing post. The product called for in the specifications, are prefabricated to a specific dimension (typically 94") and will not work with the existing CL post layout (Typically 10' OC). Is the contractor expected to custom fabricate panels to accommodate the existing post spacing?
Answer: Fencing panels shall be provided to meet the material specification requirements and the existing fence post spacing.
- G. **Question:** Regarding Fremont ES, sheet A100, keynote 2.81 calls to cut CI fence posts flush, will core drilling be required for the DM posts?
Answer: Core drilling will be required for installing new fence posts footing wherever new fencing systems are installed within an existing paved area.
- H. **Question:** Per the Instructions to Bidders, EXAMINATION OF CONTRACT DOCUMENTS AND SITE, "Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents." Please provide the form of Agreement between Contractor and Owner.
Answer: Please see the attached Sample Agreement.
- I. **Question:** Can you please verify if dowels will need to be installed in between the concrete transition and the mowstrip? And can you also verify if these two areas can be poured monolithically?
Answer: Dowels are not required between existing concrete and new concrete paving. The mowstrip and any adjacent concrete paving can be poured monolithically.
- J. **Question:** Regarding Hoover MS, I'm unable to find where the legend reference detail 9/A110. Can you please clarify what areas this area is located and too how it is to be priced with no Add Alternates in the bid form.
Answer: Detail 9/A110 is applicable to the southern boundary fence line along the play fields. See attached revised sheet **A110**.

- K. **Question:** Regarding Hoover MS, The plans indicate that the fence in the parking lot is to be removed (see below screen shot). However, this part of the fencing is located in asphalt. Please confirm if this is correct, and if so, is an 18" mowstrip to go back in or is the area to be repaved?

Answer: A mowstrip is not required within the paved area. If the existing pavement is removed as a means of removing the existing fencing and/or installing the new fencing, then new pavement shall be provided within this area.

- L. **Question:** Can you please advise how thick the new asphalt paving is to be at the parking lot/fire lane at Hoover MS?

Answer: Asphalt Paving shall be a minimum of 3" Type A Asphaltic Concrete, over 12" Class II Aggregate Abse, over 12" Compacted Subgrade. See attached revised sheet **A110**.

END OF ADDENDUM NO. 01



Chris Nikkel
Architect

Attachment(s): [8 pages]

MCSD Bid 2025-3-A, Sample Agreement (7 pages)

HOOVER MS – A100 – SITE PLAN, (1 page, rev 1, 1/3/26)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is effective January 00th of 2026, by and between the Merced City School District, Merced County, California, hereinafter called the "Owner", and **[Contractor]**, hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens, and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Perimeter Fencing Projects for
John C. Fremont Elementary, Herbert Hoover Middle School, and John Muir
Elementary
Merced, CA 95340
Bid # 2025-3-A**

all in strict compliance with the plans, drawings, and specifications, therefore prepared by:

**TETER, LLP
7535 N Palm Ave, STE 201
Fresno, CA 93711
559-437-0887**

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents, which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this contract, and the time of completion for the Project shall be **One Hundred Twenty (120)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute

completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$500.00, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds of [Amount] (\$000.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and

overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked, and occupations of all laborers, workers, and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As of March 1, 2015, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

As of April 1, 2015, a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the

proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees, and others as provided in the General Conditions.

By this statement, the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1 million per occurrence for bodily injury, personal injury, and property damage and the amount of automobile liability insurance shall be \$1 million per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Merced, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

[CONTRACTOR]

Merced City School District

SIGNED BY (Contractor)

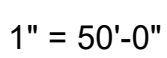
Julianna Stocking
Superintendent

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

NOTE:

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



NOTES

1. EXISTING EGRESS GATE PER DSA A# 02-106533, OPERATION TO REMAIN UNALTERED.
2. EXISTING SERVICE GATE PER DSA A# 02-106533, OPERATION TO REMAIN UNALTERED.

GENERAL NOTES

- ## LEGEND

- | | |
|---|--|
|  | (E) DECORATIVE METAL FENCE TO REMAIN |
|  | (E) CHAINLINK FENCE TO REMAIN |
|  | PROPOSED 6'-0" DECORATIVE METAL FENCE, BLACK, SEE 2 / A111 |
|  | PROPOSED CHAIN LINK FENCE. HEIGHT VARIES PER LOCATION |
|  | GATE DESIGNATION |
|  | (E) BUILDING, NO WORK |
|  | (E) 20'-0" FIRE LANE PER DSA# 02-14807 |
|  | (E) ACCESSIBLE PATH OF TRAVEL PER DSA #02-106533 |
|  | (E) PATH OF EMERGENCY EGRESS PER DSA #02-106533 |

 (E) FH

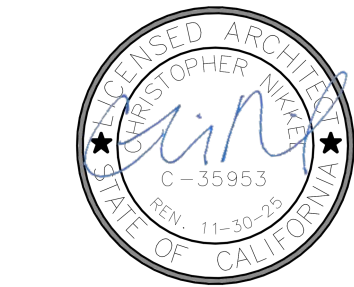
EXISTING FIRE HYDRANT

NEW ASPHALT PAVING PER SPECIFICATIONS.
 3" ASPHALTIC CONCRETE, TYPE A, over
 12" AGGREGATE BASE, CLASS 2, over
 12" COMPACTED SUBGRADE
 SEE GENERAL NOTES FOR INFORMATION ON REMOVAL/REPAIR OF
 EXISTING VEGETATION AND IRRIGATION SYSTEMS WITHIN AREA OF
 NEW CONCRETE PAVING.

NEW CONCRETE PAVING PER SPECIFICATIONS.
 SEE GENERAL NOTES FOR INFORMATION ON REMOVAL/REPAIR OF
 EXISTING VEGETATION AND IRRIGATION SYSTEMS WITHIN
 AREA OF NEW CONCRETE PAVING.

KEYNOTES

- 2.01 (E) VEHICLE GATE TO REMAIN
- 2.02 (E) METAL GATE TO REMAIN
- 2.18 EXISTING ACCESSIBLE PARKING LOT ENTRANCE TOW-AWAY SIGN
(DSA #02-106533)
- 2.19 EXISTING ACCESSIBLE PARKING STALLS (QTY 2), SIGNAGE AND ACCESS AISLE
TO REMAIN (DSA #02-114807)
- 2.56 REMOVE EXISTING DETECTABLE WARNING STRIP
- 2.76 REMOVE EXISTING CHAIN LINK FENCING FABRIC (WITH PRIVACY SLATS WHERE
OCCURS) FROM EXISTING FENCE POSTS & RAILS
- 2.77 REMOVE EXISTING CHAIN LINK FENCING FABRIC (WITH PRIVACY SLATS WHERE
OCCURS) FROM EXISTING GATE
- 2.78 REMOVE EXISTING CHAIN LINK FENCING SYSTEM (FABRIC, RAILS, POSTS &
FOOTINGS)
- 9.81 PAINT (E) DECORATIVE METAL FENCE AND GATES (BLACK)
- 10.61 KNOX BOX, EMERGENCY SERVICES KEY STORAGE
- 32.01 INFILL AC PAVING UP TO CONC. MOW STRIP
- 32.02 NEW AC PAVING
- 32.11 18" MOWSTRIP AT NEW FENCING, SEE 1/A110 FOR ADDITIONAL INFORMATION
- 32.12 CONCRETE PAVING BETWEEN MOWSTRIP & SIDEWALK, SEE 1/A110 FOR
ADDITIONAL INFORMATION
- 32.13 18" MOWSTRIP AT (E) DECORATIVE METAL FENCING, SEE 1/A110 FOR
ADDITIONAL INFORMATION
- 32.14 18" MOWSTRIP WITH RETAINING CURB AT NEW FENCING, SEE 9/A110 FOR
ADDITIONAL INFORMATION
- 32.61 EXISTING FENCE POSTS, RAILS & TIES TO BE PAINTED BLACK. INSTALL NEW
BLACK-COATED FABRIC SYSTEM WITH BLACK PRIVACY SLATS ON EXISTING
POSTS AND RAILS
- 32.63 INSTALL NEW FENCING 2' FROM EXISTING RESIDENTIAL FENCE
- 32.66 6'-0" FT HIGH, BLACK DECORATIVE METAL FENCING. SEE 2/A111
- 32.67 DECORATIVE METAL SERVICE GATE. SEE 2/A110
- 32.68 10'-0" FT HIGH, CHAIN LINK FENCING W/NO CLIMB FABRIC, SEE 12/A110
- 32.69 DETACHED FENCE LINE PAIR OF SWING SERVICE GATES. SEE 3/A110
- 32.71 EXISTING FENCE POSTS, RAILS & TIES TO BE PAINTED BLACK. INSTALL NEW
BLACK-COATED FABRIC SYSTEM (NO SLATS) ON EXISTING POSTS AND RAILS
- 32.72 EXISTING GATE FRAME TO BE PAINTED BLACK. INSTALL NEW BLACK-COATED
FABRIC SYSTEM (NO SLATS) ON EXISTING GATE
- 32.76 DECORATIVE METAL FIRE ACCESS GATE. SEE 16/A111



1	1/3/26	ADDENDUM NO. 01	reserves its common law copyright and other property rights in these plans. This document, the plans, and the information contained herein, as an instrument of professional service, is not to be used in whole or in part for any other project without the express written consent of the undersigned.
B	12/10/25	PROJECT BID # 2025-3-A	

Teter, Inc. expressly reserves its common law copyright and other property rights in these plans. This document, the ideas and designs incorporated herein, as an instrument of professional service, is not to be used in whole or in part, for any other project without prior written authorization.