

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 3.7: PERMITS

- 3.7: Drawings have been submitted to the City of Suffolk, Virginia for Building Permit Review. Owner will be responsible for acquisition of building permit and all permit costs.

ARTICLE 3.12: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.12.12: Contractor shall provide shop drawings, samples and/or product data for the following building components and/or systems.

- Doors and Hardware
- Windows
- Wood Framing & Trusses
- Concrete Mix
- Structural Steel
- Millwork
- Plumbing Fixtures/Specialties
- HVAC Units/Fans/Heaters/
Diffusers/Grilles
- Signage
- Nurse Call System (including locations)
- Fire Protection Layout / Calculations
- Fences
- Column Covers
- Aluminum Storefront
- Material Samples:
 - * Aluminum Trim/Shakes/Soffit
 - * Vinyl Siding/Trim
 - * Brick & Mortar
 - * Roofing
 - * Ceiling Tiles
- Electrical Devices/Fixtures

ARTICLE 11: CONTRACTOR'S LIABILITY INSURANCE

- 11.1.4: The Contractor shall maintain the following insurance covering the interests of the Owner, as well as the Contractor, in amounts not less than those specified below.
- 11.1.5: Workmen's Compensation and Employer's Liability and Comprehensive Automobile Liability (owned, non-owned and hired) including Contractual Liability, Completed Operations, Broad Form Property Damage and XCU Coverage, with the following limits:
1. Bodily Injury:
Per occurrence and aggregate \$1,000,000.00
 2. Property Damage:
Per occurrence and aggregate \$1,000,000.00
 3. Maintain Completed Operations Coverage for one year following final payment.

DIVISION #1 GENERAL REQUIREMENTS

SECTION 01010 - INTRODUCTION

RELATED DOCUMENTS

1. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division I of these Specifications, apply to work of this section.

SUMMARY OF WORK:

1. 50,022 square foot skilled nursing facility and associated site improvements.
2. The buildings and grounds described in the Contract Documents are intended to be completed in every respect except for the following items which will NOT be a part of this contract:
 - A. Alternates not accepted as a part of the Contract.
 - B. All other items noted in the Drawings as "Not in Contract" (N.I.C.).

DEFINITIONS:

1. Owner:

Bennett's Creek RE Group LLC
c/o Saber Healthcare Group
23700 Commerce Park Road
Beachwood, OH 44122
Direct ALL inquiries through Architect.

2. Architect:

DSC Architects, Inc.
401 Front Street
Berea, Ohio 44017
mail@dscarchitects.com
Phone: (440) 835-3957

Jeff Certo jcerto@dscarchitects.com
Brian Palumbo bpalumbo@dscarchitects.com

DEFINITIONS: (continued)

3. Contractor:

- A. As designated in Form of Contract.
- B. "The Contractor" or "This Contractor" as used in the sections means the Contractor or Subcontractor for the work of the section.

DRAWINGS:

- 1. The Drawings are meant to be an indication of the Architect's design intent as well as to convey specific instructions regarding construction details. General or typical details show the intent of the construction of all similar areas not specifically delineated, consult the Architect before proceeding with work. Should the Contractor proceed without the Architect's clarification, any work may be subject to alteration at the Contractor's expense.

SECTION 01100 - ALTERNATES

RELATED DOCUMENTS

1. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division I of these Specifications, apply to work of this section.

GENERAL PROVISIONS

1. Bidders for each trade of the work shall read the descriptions of each alternate proposal listed herein and determine the extent to which their work is affected.
2. Bidders shall submit in the spaces provided in the Form of Proposal an amount for each alternate to be added or deducted from the Base Bid. (N/A)
3. The description of the work as listed herein is not intended to be a complete Specification of the work included. Refer to individual sections and the Drawings for requirements.
4. Each alternate proposed shall be complete in every detail and in conformance with the Drawings. (N/A)

SECTION 01200 - PROJECT OPERATION

RELATED DOCUMENTS

1. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division I of these Specifications, apply to work of this section.

GENERAL PROVISIONS:

1. Progress Schedule:

Contractor shall prepare and submit a Progress Schedule in accordance with the General Conditions of the Contract. Any substantial deviation from the initial Progress Schedule shall be mutually agreed upon by the Contractor the Owner, and the Architect. A revised Progress Schedule must be prepared by the Contractor and submitted to the Architect for approval.

2. Job Supervision:

It is required that a job superintendent be provided throughout completion of the project. It is expected that the same superintendent is to be used throughout the project, including close-out phase.

3. Job Meetings:

- A. Contractor to conduct on site construction meetings at intervals appropriate for job progress and report to Owner / Architect any items critical for job progress.
- B. Owner / Architect / Contractor video meetings to be scheduled throughout the project to review project status.

4. Job Site Clean-Up:

The Contractor shall be responsible for keeping the site free from accumulated trash. Streets adjoining the site shall be maintained in a clean condition by the Contractor; that is, free of excavated material, mud, rubbish or other debris resulting from construction operations.

5. Inspection and Acceptance of Work in Place:

- A. Before starting work, each Contractor or Subcontractor shall examine all materials or surfaces upon which, or adjoining which, work or materials are to be installed or erected by him. They shall report any surface which is not satisfactory to the Architect, and subsequently ascertain that corrections have been made.
- B. The starting of work by the Contractor or Subcontractor will be considered prima facie evidence that surfaces to be covered by his work, or against which his work will be placed, are in suitable and satisfactory condition to receive that work, and the Contractor or Subcontractor will be held responsible for producing satisfactory results in the finished work.

SECTION 01200 - PROJECT OPERATION (continued)

6. Reference Standards:

- A. Where reference is made to manufacturer's standards, or association or governmental standards or codes, such as standards or codes shall be the latest issue before the date of the Contract Documents unless specifically noted otherwise.

7. Safety and Accident Prevention:

- A. The Contractor shall be responsible for complete compliance with requirements of the Occupational Safety and Health Act Regulations of Construction. Included in the Act are provisions that relate to personnel, procedure, materials, and equipment. The Contractor and its personnel or agents are to observe and practice all safety requirements and regulations as specified by O.S.H.A., and the State Inspectors from the Industrial Relations Division, State of Ohio.
- B. The Contractor will be held responsible for the cost of all penalties assessed by O.S.H.A. and other government bodies in the event of violations related to his work on the job. The Contractor shall enforce all safety regulations related to his particular trade, and make sure all areas which his men are employed are a safe working environment.

SECTION 01500 - TEMPORARY FACILITIES AND PROTECTION

RELATED DOCUMENTS:

1. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division I of these Specifications, apply to work of this section.

TEMPORARY FACILITIES:

1. Each Contractor or Subcontractor shall provide, maintain and remove all scaffolding, staging, platforms, runways, ladders, etc., as required for the proper execution of his work. The responsibility for safety and conformance to codes for such items remains with Contractor finishing item.
2. Each Contractor or Subcontractor may provide for his own use, temporary storage buildings or trailers on the Project site, up to the time of substantial completion of his work. (Locations of trailers, etc., to be approved by Owner).
3. Unless specifically stated otherwise, the General Contractor shall provide and maintain the following temporary facilities for use by all Contractors and Subcontractors.

A. Toilet Facilities:

In accordance with all Local and State health and sanitary regulations.

B. Water:

The Plumbing Contractor shall make the necessary arrangements for temporary water service required during the entire construction period. Owner shall pay the cost of all such installations.

C. Heat:

1. Provide and pay for the temporary heat necessary to safeguard all work and materials from injury.
2. Provide and maintain critical installation temperatures called for in the Product Specifications.
3. For a period of at least ten (10) days prior to the placing of interior finishes and thereafter until final acceptance of the work, maintain a temperature of not less than 55 degrees F. throughout the building.

D. Electrical Power and Light:

1. The Contractor shall arrange with his Electric Subcontractor and Owner to provide temporary power for use by all Contractors, accessible to the construction area. General Contractor shall coordinate temporary power location with Subcontractor and shall arrange and pay for temporary lighting as required.
2. The Owner shall bear the cost of all power consumed.

TEMPORARY FACILITIES: (continued)

PROTECTION:

1. Protection of Work:
 - A. The General Contractor shall provide protection for all work, materials and apparatus against damage caused by vandalism, theft or weather (excepting an "Act of God").
 - B. Repair or replace any damaged or stolen items at no additional cost to Owner.
 - C. The entire responsibility for safety, adequacy and conformance to governing codes of protective devices remains with the Contractor.
2. Safety and Accident Prevention:
 - A. The Contractors shall comply with all applicable Federal, State and Local laws governing safety, health and sanitation.
 - B. Provide all temporary floors, stairs, fences, barricades, railings and guards for the protection of workmen, residents, and the public.
 - C. Conform to all OSHA requirements for hazardous material notifications.

CONSTRUCTION PROGRESS CAMERA:

1. The Contractor shall provide, install, maintain, and remove a web-based construction progress camera for the duration of the Project. The camera shall provide continuous visual documentation of the Project and shall be positioned to capture the overall construction progress as approved by the Architect.
 - A. The system shall provide secure internet access to the Owner and Architect, including live viewing, archived images, time-lapse capabilities, and the ability to download photographs and videos for project documentation.
 - B. The Contractor shall be responsible for all equipment, installation, power, internet connectivity, maintenance, relocation as required to maintain useful project coverage, and removal upon completion of the Project.
 - C. The Contractor shall utilize the "True Look" construction camera platform or another Architect approved equivalent system providing comparable functionality and image quality.
 - D. The cost of providing and maintaining the construction progress camera shall be included in the Contract Sum. No separate payment will be made.

SECTION 01700 - PROJECT CLOSEOUT

RELATED DOCUMENTS:

1. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division I of these Specifications, apply to work of this section.

GENERAL PROVISIONS:

1. Maintenance manuals, operating instructions, as-built drawings and guarantees.
 - A. The Contractor shall supply operating and maintenance manuals and instructions for each piece of operating equipment, finish materials and surfaces included in the project.
 - B. At the completion of the Project, the Contractor shall furnish to the Architect an accurate set of marked-up and dimensioned construction drawings showing the Project as built, insofar as the actual construction or installation differs from the Drawings.
 - C. Guarantee: Each Contractor shall guarantee all labor, materials and performance under this Contract to be in good working condition upon completion and to remain so for a period of one year (unless otherwise specified) after date of approved final Certificate of Payment from the Owner, and the Contractor shall agree to make good promptly upon notification any defect which may appear within the prescribed time at his own expense and to the satisfaction of the Owner.
 - D. At the completion of the Project, the Contractor shall deliver to the Architect all written bonds and guarantees required for the project. Such bonds and guarantees shall be executed and signed by authorized representatives of their respective business. Where more than one company or business is responsible for bond or guarantee, the signatures of all parties to the bond or guarantee are required.
2. Remove all temporary facilities.
3. Clean-Up:
 - A. Clean all glass.
 - B. Clean and polish all hardware.
 - C. Remove all rubbish from building and grounds.
 - D. Leave all areas of work in "broom clean" condition.

4. Final Inspection and Punch List:

- A. When the work is substantially completed, notify the Architect in writing that the work is ready for final inspection and testing.
- B. The Architect will make an inspection which is to include a demonstration by the Contractor of all operable equipment and other moving parts. He will prepare a Punch List of items remaining to be adjusted, corrected and/or completed.
- C. The Contractor will immediately make right all items on the Punch List and again request in writing and inspection by the Architect. The process shall be repeated until all such items are complete.
- D. If the Architect determines that the items on the Punch List are of a minor nature, he may give written notice to the Owner of Substantial Completion, thereby allowing the Owner to occupy part or all of the facility. Such notice or occupancy by the Owner does not in any way release the Contractor of his responsibility to correct, adjust or complete the work in accordance with the Contract Documents.