## Cummings, Joanne



**From:** Robert Straz <Robstraz@ncaltc.com>
**Sent:** Thursday, October 24, 2024 12:05 PM
**To:** FMO Healthcare
**Subject:** Edgewood Life Safety Plan of correction and paving contract
**Attachments:** Edgewood LS POC signed.pdf; EW Sidewalk Paving Contract 10 24 24.pdf



Hello,

Please find attached a signed copy of our Life Safety Plan of Correction. Please also find attached a signed contract for the paving that needs to be completed off of the west wing egress sidewalk.

Please let me know if I can clarify anything whatsoever.

Regards,
Rob

Rob Straznitskas
Administrator, Edgewood and Orchard Park
Farmington, Maine

www.northcountryassociates.com

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: | (X2) MULTIPLE CONSTRUCTION | (X3) DATE SURVEY COMPLETED |
|---|---|---|---|
| | 205131 | A. BUILDING 01<br>B. WING | 10/15/2024 |

| NAME OF PROVIDER OR SUPPLIER | STREET ADDRESS, CITY, STATE, ZIP CODE |
|---|---|
| EDGEWOOD REHAB & LIVING CTR | 221 Fairbanks Rd<br>FARMINGTON, ME 04938 |

| (X4) ID PREFIX TAG | SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION) | ID PREFIX TAG | PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY) | (X5) COMPLETION DATE |
|---|---|---|---|---|
| E 000 | Initial Comments<br><br>Federal Recertification Survey<br>Survey Date: 10/15/2024<br><br>Edgewood Rehab & Living Center, a long-term care facility, is in substantial compliance with 42 Code of Federal Regulations Part 483.73 Requirement for Long Term Care Facilities for Emergency Preparedness. | E 000 | This plan of correction is being submitted as it it is required by regulations. Submission of this plan does not necessarily mean that the facility agrees with all of the findings as written. | |
| K 000 | INITIAL COMMENTS<br><br>Federal Recertification Survey:<br>Date: 10/15/2024<br><br>Edgewood Rehabilation and Living Center, a Long Term Care Facility, was surveyed to the National Fire Protection Association 101 Life Safety Code 2012 Edition as reference on 42 CFR 483.90 (a-d) physical environment and is not in substantial compliance. | K 000 | | |
| K 211<br>SS=F | Means of Egress - General<br>CFR(s): NFPA 101<br><br>Means of Egress - General<br>Aisles, passageways, corridors, exit discharges, exit locations, and accesses are in accordance with Chapter 7, and the means of egress is continuously maintained free of all obstructions to full use in case of emergency, unless modified by 18/19.2.2 through 18/19.2.11.<br>18.2.1, 19.2.1, 7.1.10.1<br>This REQUIREMENT is not met as evidenced by:<br>Based on observations, the long-term care facility failed to maintain all exterior exit discharge paths to the public way clear of obstructions and an adequate walking surface in 2 of the 6 smoke compartments per NFPA 101, Life Safety Code, | K 211 | The facility has contracted with Roadmark Industries to come and pave the identified east wing walkway completely so it terminates at the public way. | 11/10/24 |

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: Robert Straznitskas — TITLE: Administrator — (X6) DATE: 10-24-24

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

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| K 211 | Continued From page 1<br>2012 Edition, Sections 7.1.6<br><br>Findings:<br>On 10/15/2024, between 10:00 AM and 1:00 PM, a surveyor, with the Facilities Management Director, observed the following:<br><br>1. The East wing exterior exit discharge paths did not terminate at the public way.<br><br>The surveyor confirmed these findings with the Facilities Management Directorat the time of the observation. | K 211 | | |
| K 324 SS=D | Cooking Facilities<br>CFR(s): NFPA 101<br><br>Cooking Facilities<br>Cooking equipment is protected in accordance with NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, unless:<br>* residential cooking equipment (i.e., small appliances such as microwaves, hot plates, toasters) are used for food warming or limited cooking in accordance with 18.3.2.5.2, 19.3.2.5.2<br>* cooking facilities open to the corridor in smoke compartments with 30 or fewer patients comply with the conditions under 18.3.2.5.3, 19.3.2.5.3, or<br>* cooking facilities in smoke compartments with 30 or fewer patients comply with conditions under 18.3.2.5.4, 19.3.2.5.4.<br>Cooking facilities protected according to NFPA 96 per 9.2.3 are not required to be enclosed as hazardous areas, but shall not be open to the corridor.<br>18.3.2.5.1 through 18.3.2.5.4, 19.3.2.5.1 through 19.3.2.5.5, 9.2.3, TIA 12-2 | K 324 | Facility Maintenance Director was educated on 10/23/24 regarding proper methods to ensure that appliances would be returned to an approved design location after being moved for maintenance and cleaning.<br><br>Maintenance Director has marked the kitchen floor to indicate where the appliances should be returned to after they are moved for any reason.<br><br>Audits by Maintenance Director or designee will occur weekly for four weeks to ensure that kitchen appliances have markings to ensure the proper return spot after they are moved.<br><br>Results of the audits will be discussed during the facility's QAPI meetings to ensure compliance. Any urgent concerns in the meantime will be discussed with facility leadership for timely resolution. | 11/10/24 |

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| K 324 | Continued From page 2<br><br>This REQUIREMENT is not met as evidenced by:<br>Based on observation, the long-term care facility failed to properly install and maintain equipment protected by the kitchen hood extinguishing system NFPA Standard: NFPA 101, Life Safety Code (2012) Sections 19.3.2.5.2, 9.2.3, NFPA Standard: NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (2011) Section 12.1.2.3.1.<br><br>Finding:<br><br>Observations during a facility tour with the Management Director present on 10/15/2024, between 10:00 AM and 1:00 PM identified:<br><br>1. The wheeled, 6 burner gas-fired stove/oven located on the cooking line in the kitchen was not provided with an approved method that would ensure that the appliances would be returned to an approved design location after they had been moved for maintenance and cleaning.<br><br>The surveyor confirmed this finding with the Maintenance Director at the time of the observation. | K 324 | | |
| K 355<br>SS=D | Portable Fire Extinguishers<br>CFR(s): NFPA 101<br><br>Portable Fire Extinguishers<br>Portable fire extinguishers are selected, installed, inspected, and maintained in accordance with NFPA 10, Standard for Portable Fire | K 355 | All facility fire extinguishers have been audited to ensure that all meet Life Safety Code regulations.<br><br>Maintenance Director has been educated regarding proper fire extinguisher mounting height as well as placards being placed appropriately near class K extinguishers that state to activate the fire protection system prior to using the portable fire extinguisher. | 11/10/24 |

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| K 355 | Continued From page 3<br>Extinguishers.<br>18.3.5.12, 19.3.5.12, NFPA 10<br>This REQUIREMENT is not met as evidenced by:<br>Based on observation and documentation review, the facility failed to ensure portable fire extinguishers are installed and maintained in accordance with NFPA 101, Life Safety Code, 2012 edition, Sections 4.6.12, 9.7.4.1, and 19.3.5.12. in the kitchen. Also reference NFPA 10, Standard for Portable Fire Extinguishers, 2010 edition, sections 5.5.5.3, and 6.1.3.8.1.<br><br>Findings:<br><br>Observations and Interviews during a facility tour with the Facilities Management Director present on 10/15/2024, between 10:00 AM and 1:00 PM identified:<br><br>1. A placard shall be conspicuously placed near the class K extinguisher that states that the fire protection system shall be activated prior to using the portable fire extinguisher.<br><br>2. Fire extinguishers shall be installed so that the top of the fire extinguisher is not more than 5 feet above the floor. The kitchen red ABC portable fire extinguisher behind the door is at a height of 5 feet, 11 inches.<br><br>3. The silver Class K fire extinguisher is at a height of 5 feet and 3 inches.<br><br>The surveyor confirmed these findings with the Maintenance Director at the time of the observation. | K 355 | Audits to review facility fire extinguisher mounting heights as well as placards being placed ("activate fire protection system prior to using fire extinguisher") will occur weekly X4 weeks.<br><br>Results of the audits will be discussed in facility QAPI meetings to ensure that the facility is compliant. | |
| K 918 SS=D | Electrical Systems - Essential Electric Syste | K 918 | | |

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| K 918 | Continued From page 4<br>CFR(s): NFPA 101<br><br>Electrical Systems - Essential Electric System Maintenance and Testing<br>The generator or other alternate power source and associated equipment is capable of supplying service within 10 seconds. If the 10-second criterion is not met during the monthly test, a process shall be provided to annually confirm this capability for the life safety and critical branches. Maintenance and testing of the generator and transfer switches are performed in accordance with NFPA 110.<br>Generator sets are inspected weekly, exercised under load 30 minutes 12 times a year in 20-40 day intervals, and exercised once every 36 months for 4 continuous hours. Scheduled test under load conditions include a complete simulated cold start and automatic or manual transfer of all EES loads, and are conducted by competent personnel. Maintenance and testing of stored energy power sources (Type 3 EES) are in accordance with NFPA 111. Main and feeder circuit breakers are inspected annually, and a program for periodically exercising the components is established according to manufacturer requirements. Written records of maintenance and testing are maintained and readily available. EES electrical panels and circuits are marked, readily identifiable, and separate from normal power circuits. Minimizing the possibility of damage of the emergency power source is a design consideration for new installations.<br>6.4.4, 6.5.4, 6.6.4 (NFPA 99), NFPA 110, NFPA 111, 700.10 (NFPA 70)<br>This REQUIREMENT is not met as evidenced by:<br>Based on observation, interview, and generator | K 918 | Maintenance staff was educated on 10/23/24 by the Administrator in regards to properly testing emergency power supply systems weekly - especially as it pertains to a voltage conductance test for sealed batteries (or an electrolyte specific gravity reading for unsealed automotive batteries).<br><br>Maintenance staff will include a voltage conductance test for future weekly generator tests.<br><br>A weekly audit by Maintenance Director or designee for four weeks to ensure compliance with weekly generator tests will occur.<br><br>Results of the audit will be discussed in facility QAPI meetings with the goal of full compliance. | 11/10/24 |

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| K 918 | Continued From page 5<br>inspection documentation review during the facility tour, the long-term care facility failed to maintain the Essential Electric System Generator per NFPA 110, Standard for Emergency and Standby Power Systems, 2010 edition, sections 8.3.7. and 8.4.1, and NFPA 99, Healthcare Facilities Code, 2012 edition, section 6.4.4.1.1.3.<br><br>Finding:<br><br>On 10/15/2024, between 10:00 AM and 1:00 PM, a surveyor, with the Maintenance Director present, observed the following:<br><br>1. Emergency Power Supply Systems, including all appurtenant components, shall be inspected weekly. The weekly generator inspection reports did not show a voltage conductance test for sealed batteries or an electrolyte specific gravity reading for unsealed automotive batteries during the initial survey.<br><br>The surveyor confirmed this finding with the Maintenance Director at the time of the observation. | K 918 | | |
| K 923<br>SS=D | Gas Equipment - Cylinder and Container Storag<br>CFR(s): NFPA 101<br><br>Gas Equipment - Cylinder and Container Storage<br>Greater than or equal to 3,000 cubic feet<br>Storage locations are designed, constructed, and ventilated in accordance with 5.1.3.3.2 and 5.1.3.3.3.<br>>300 but <3,000 cubic feet<br>Storage locations are outdoors in an enclosure or within an enclosed interior space of non- or limited- combustible construction, with door (or gates outdoors) that can be secured. Oxidizing | K 923 | Maintenance staff was educated on 10/23/24 by the facility Administrator pertaining to properly displaying signs which distinguish full oxygen cylinders from empty cylinders<br><br>The appropriate O2 signage has been posted in the facility distinguishing full oxygen tanks from empty tanks.<br><br>Audits to ensure proper oxygen storage compliance will occur weekly by Maint Dir or designee for four weeks then monthly for two months.<br><br>Results from the audits will be discussed in facility QAPI meetings with the goal of long-term compliance. | 11/10/24 |

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| K 923 | Continued From page 6 | K 923 | | |

gases are not stored with flammables, and are separated from combustibles by 20 feet (5 feet if sprinklered) or enclosed in a cabinet of noncombustible construction having a minimum 1/2 hr. fire protection rating.
Less than or equal to 300 cubic feet
In a single smoke compartment, individual cylinders available for immediate use in patient care areas with an aggregate volume of less than or equal to 300 cubic feet are not required to be stored in an enclosure. Cylinders must be handled with precautions as specified in 11.6.2.
A precautionary sign readable from 5 feet is on each door or gate of a cylinder storage room, where the sign includes the wording as a minimum "CAUTION: OXIDIZING GAS(ES) STORED WITHIN NO SMOKING."
Storage is planned so cylinders are used in order of which they are received from the supplier.
Empty cylinders are segregated from full cylinders. When facility employs cylinders with integral pressure gauge, a threshold pressure considered empty is established. Empty cylinders are marked to avoid confusion. Cylinders stored in the open are protected from weather.
11.3.1, 11.3.2, 11.3.3, 11.3.4, 11.6.5 (NFPA 99)
This REQUIREMENT is not met as evidenced by:
Based on observation and interview, the long-term care facility failed to ensure that the Oxygen cylinder storage complies with NFPA 99, Health Care Facilities Code, 2012 Edition, Sections 11.6.5.2

Findings:

On 10/15/2024, between the hours of 10:00 AM and 1:00 PM, this surveyor accompanied with the Facilities Management Director observed the

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| K 923 | Continued From page 7<br>following:<br><br>1. The oxygen storage rooms located on the East and West wings do not have signs identifying full cylinders from empty cylinders.<br><br>The surveyor confirmed these findings with the Facilities Management Director at the time of the inspection. | K 923 | | |

**North Country Associates**
**PO Box 1408**
**Lewiston, Maine 04243-1408**
**207-786-3554**
**fax 207-786-8507**

# LETTER OF TRANSMITTAL

| | |
|---|---|
| | 10/23/2024 |
| | |
| Extend Walkway | |
| Edgewood Rehab | |

| |
|---|
| Mike Willett |
| Roadmark Industries |
| Auburn, Me. 04210 |

RECEIVED
OCT 24 2024
BY:_____

We are sending you:

X Attached: Construction Contract

| copies | date | no. | discription |
|---|---|---|---|
| 1 | 10/23/2024 | | Construction Contract |

THESE ARE TRANSMITTED as checked below:

For approval & signature X Approved as submitted

For review and comment _____

For bids due _____ 20 ____ PRINTS RETURNED AFTER LOAN TO US

**REMARKS:** Please review and sign the Contract and return to me prior to the start of any work.

Please call if you have any questions.
Thank you,
Tim Chaplin

Copy To: Ernie Poirier

Signed : *Tim Chaplin* Assist. Plant Engineer
North Country Associates -- tchaplin@ncaltc.com
207-557-8563

# Proposal

Roadmark Industries
Auburn, Me
240-5535

RECEIVED
OCT 24 2024
BY:_____

To: NORTH COUNTRY ASSOCIATES
LISBON ST.
LEWISTON ME.
OBA-Edgewood Rehab

AGREE TO CLEAN SURFACE AREA ON BACK SIDE OF BUILDING ON WALKWAY PAVED LAST YEAR. WE WILL ADD 5 FT OF TOTAL LENGTH AT THE WIDTH CURRENTLY PAINTED TO SATISFY FIRE CODE.

ROADMARK WILL SUPPLY MATERIALS + LABOR FOR THIS PROJECT FOR THE SUM OF $1800.00

CHECKS PAYABLE TO: MIKE WILLETT

X_____
X_____

RECEIVED

OCT 24 2024

BY:_____

# *CONSTRUCTION AGREEMENT*

***THIS AGREEMENT***, made this **October 23, 2024** by and between North Country Associates, Inc., a Maine corporation, having its offices and principal place of business at 179 Lisbon Street, Lewiston, Maine (hereinafter referred to as the "OWNER/MANAGER "and **Roadmark Industries** Here in after referred to be known as the Contractor.

***W I T N E S S E T H:***

***WHEREAS*** the Owner/Manager owns or manages the land and the building(s) located At **221 Fairbanks Road , Farmington, Me.** Known as **Edgewood Rehab & Living Center**

**WHEREAS** the Owner/Manager wishes to improve and rehabilitate the said building(s), according to the plans, drawings, and specifications, or work write-up(s) Which are annexed here to and made part of; and

***WHEREAS*** the Contractor is willing and able to perform such work as shall be required of the Contractor under this Contract to complete such improvement and rehabilitation.

***NOW, THEREFORE***, the Contractor and the Owner/ Manager, in consideration of the promises and the mutual covenants herein set forth, do hereby agree as follows:

## *ARTICLE I: STATEMENT OF WORK*

The Contractor shall furnish all labor, materials, supplies, machinery, equipment, and services, and shall perform and complete in a satisfactory and workmanlike manner the following work required by the Owner/Manager as described in work write-ups, specifications, and drawings incorporated herein by reference: **To provide labor and material to extend existing rear walkway by Five feet to satisfy Life Safety Code requirement.**

## *ARTICLE II: CONTRACT DOCUMENTS*

This Contract shall consist of the general terms, conditions, and references contained here, and the following documents:

- The Contractor's bid and proposal
- The General Condition
- The drawings and specifications and/or the scopes of work and supplementary documents.

**PLEASE BE AWARE THAT BY SIGNING THIS CONTRACT YOU ARE COMMITTED TO COMPLY WITH PARAGRAPH 1.02 OF THE GENERAL CONDITIONS**

RECEIVED

OCT 24 2024

BY:

***ARTICLE III: COMMENCEMENT AND COMPLETION OF WORK***

The Contractor shall commence the work to be performed under this Contract within 30 days from the execution of this Contract, and shall satisfactorily complete the work no later than **November 1, 2024** If the Contractor is unable to complete any portion of the work due to inclement weather or other conditions beyond the control of the Contractor, this completion date may be extended by up to one (1) ten day period, provided the extension is agreed to, in advance, by both the Owner/Manager and the Contractor.

***ARTICLE IV: CONTRACT PRICE***

The Contractor shall furnish all the materials and do all the work described herein in accordance with the provisions of this Contract for the total sum of **$1,800.00**

***Payment in full upon satisfactory completion for short term projects.***

***ARTICLE V: COMPENSATION***

LONG TERM CONTRACTS COMPENSATION

Upon application for payment submitted by the Contractor and approved by the Owner/Manager and the architect, and based on job progress, the Owner/Manager shall make progress payments to the Contractor as follows:

On or before the tenth day of each month, Contractor is to submit a bill for the proportion of work completed as of that date. The bill is to be made out in duplicate and submitted to Owner/Manager for approval. Within 30 days of approval, Contractor shall be paid ninety percent (90%) of the full amount of each such bill (except for final payment). Ten percent (10%) of each bill shall be retained by Owner/Manager pending final completion and approval of the work to be performed by the Contractor.

Final payment by the Owner/Manager to the Contractor for the performance of this Contract shall be payable within thirty (30) days after the work is satisfactorily completed and approved by the Owner/Manager and the Architect.

***ARTICLE VI: ACCEPTANCE OF CONTRACT***

This agreement shall not be binding upon Owner/Manager until signed by an authorized agent of the Owner/Manager. Until this agreement is signed by Owner/Manager, this agreement shall be construed as an offer to contract on behalf of Contractor.

***IN WITNESS WHEREOF***, the Owner/Manager and Contractor have executed this Contract as of the date first above written.

**NORTH COUNTRY ASSOCIATES, INC.**
As Owner or Manager

By: _____
It's President - John C. Orestis Duly Authorized

By: _____
It's - Duly Authorized

State or Federal I.D. No. _____

# GENERAL CONDITIONS

1.01 Hold Harmless. Contractor will defend, indemnify, and hold harmless Owner, its officers, and employees from any and all liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from Contractor's operations under this agreement.

1.02 Insurance. Before commencing work, Contractor shall furnish the Owner with certificates showing insurance coverage as follows:

A. Liability Insurance: The Contractor shall purchase and maintain in force and require subcontractors to provide such liability insurance as will protect and save harmless himself and his subcontractors and the Owner from all claims and demands of every kind and description for damages and for personal injuries, including death, which directly or indirectly may occur to any property, or may be sustained by any person or persons as a result of the execution of the work, whether such operations be conducted by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The amount of Liability insurance to be maintained and kept in force shall, under no circumstances, be less than the following amounts:

(1) Comprehensive General Liability Insurance with minimum Bodily Injury Limits of not less than $500,000.00 for each person and not less than $500,000.00 for each accident- The General Liability Insurance shall include coverage with respect to Property Damage Liability arising out of the so called "XCU" hazards (explosion, collapse, and underground damage). Property damage insurance with minimum limits of not less than $300,000.00 for each accident and not less-than $300,000.00 aggregate.

B. Workers Compensation Insurance: Contractor will purchase and maintain such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws and from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage. Such insurance coverage shall also be required of all subcontractors. This insurance shall be written for not less than any limits of liability specified in the contract documents or required by law, whichever is greater.

C. Certificates of Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required in this Paragraph and has submitted satisfactory evidence and all insurance is paid for in full to Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All such insurances shall be kept in force until Contractor has completed all work under this agreement.

1.03 Lien Waivers. Contractor shall protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials. Payments shall not be due until the Contractor has delivered to the Owner partial and complete releases of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying it against any lien, all to the satisfaction of the Owner and the Architect.

1.04 General Guaranty. The Contractor guarantees that the work completed under this agreement, and any change orders thereto, shall be in accordance with the plans and specifications, and shall conform to the specific requirements, performances, and capacities required by this agreement, and shall be free from imperfect workmanship or materials. Further, Contractor will furnish Owner with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

1.05 Subcontractors and Assignments. No subcontract or assignment of this contract, partially or in its entirety, shall be made without the written consent of the Owner and the Architect.

1.06 Permits and Codes. Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work, except for such permits and licenses as have been obtained by Owner prior to the date of this agreement. Contractor and all Subcontractors hired by Contractor shall comply with all federal, state and local codes, statutes and regulations applicable to Contractor's and Subcontractor's activities pursuant to this agreement and Contractor shall indemnify Owner against any and all claims arising as a result of acts or omissions with respect to any non-compliance by Contractor or any of his Subcontractors with such codes, statutes and regulations.

1.07 Changes in the Work. No modifications of this contract shall be made except by written instrument, signed by the Contractor, accepted by the Owner and approved by the Architect. All requests for such changes shall be submitted in writing on a "Change Order" form.

1.08 Work Performance.

A. Labor Quality. All labor furnished by contractors or subcontractors must be performed by trained, skilled, competent craftsmen, licensed when required. The Owner reserves the right to have personnel who are not performing their services in an acceptable manner removed from the job site. Labor performed by the Owner or Owner's immediate family must also meet minimum acceptable quality standards. All work performed will be subject to inspections and approval by the Architect or Owner prior to interim or final payments to Contractor.

B. Materials Quality. The Contractor must furnish all materials, cartage, equipment, etc., at his expense which may be necessary to the satisfactory execution of this agreement. The materials used and installed must be new and of the best quality as specified.

Trade names used herein are for the purpose of establishing the quality desired. Before substitutions for materials specified are made, the written consent of the Owner must be obtained and a copy furnished to the Architect for its approval. This Owner consent may not be unreasonably withheld. All materials furnished and/or installed are subject to inspection and approval by the Architect prior to final disbursement of loan funds.

C. Protection.

(1) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of each section and shall repair or replace any damaged work at his own expense.

(2) The Contractor shall replace and put in good condition pavements, utilities, trees, fencing and other existing conditions damaged in carrying out the correct.

(3) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience, and leave an unobstructed passage for pedestrians and vehicles and for access to hydrants.

1.09 Condition of Premises.

A. Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

B. Contractor's use of premises:

(1) Confine operations at site to areas permitted by:

(a) Law
(b) Ordinances
(c) Permits
(d) Contract Documents

(2) Do not unreasonably encumber site with materials or equipment.

(3) Assume full responsibility for protection and safekeeping of products stored on premises.

(4) Move any stored products which interfere with operations of Owner or other Contractors.

C. Contractor may leave any and all of its tools, equipment, or materials on the job site during the term of the contract, provided that any such tools, equipment or materials shall not be used by anyone other than the Contractor without the Contractor's express consent. Contractor shall not be responsible for any damages resulting from the unauthorized use by others of Contractor's tools, equipment, or materials.

1.10 Provision for Owner.

A. Utilities. Owner will permit the Contractor to use at no cost to Contractor existing utilities such as lights, heat, power, and water necessary to the carrying out the completion of work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement or rugs, covering, and furniture as necessary.

B. Owner's right to stop the work. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

C. Owner's right to carry out the work. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

D. Property insurance. The Owner shall purchase and maintain property insurance upon the entire work at the site to its full insurable value. This insurance shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief, to the extent such coverages are available to Owner from a qualified insurer.

1.11 Contract Documents.

A. Contract Documents. The Contract Documents shall be coordinated so that any work shown on the drawings and not described in the specification, and vice-versa, shall be executed in the same manner as though mentioned in the specifications as shown.

B. Contract Documents. The contract includes the Bid and Proposal, the Agreement and General Conditions, the Drawings and Specifications (as required), and/or the Scopes of Work and Supplementary Documents (as required). The intent of these documents is to fully and accurately describe the construction, the design, and all labor, materials, equipment, facilities, incidentals, and service of every kind necessary for the proper execution and completion of the work, and the terms and conditions of payment.

1.12 Site Inspection.

By submitting a proposal or executing a Contract, the Contractor asserts that he has visited the site and familiarized himself with the specific conditions under which the work shall be performed.

1.13 Verification of Measurements.

No extra compensation will be allowed because of differences between actual measurements and dimensions shown. Refer such differences to the Owner and the Architect for consideration before bidding work.

1.14 Shop Drawing Where Required are as Follows.

Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

A. Clearly mark each copy to identify pertinent materials, products or models.

B. Show dimension and clearances required.

C. Show performance characteristics and capacities.

D. Show wiring diagrams and controls.

1.15 Communications.

A. All notices, demands, requests, approvals, proposals, and claims must be in writing.

B. The Contractor shall designate in writing at the time of execution of the Contract the name of its duly authorized representative with whom the Owner may transmit all business in connection with the operation of this Contract. The Contractor shall also designate in writing his duly authorized superintendent to whom the Owner may give written notice, which will comprise instruction regarding compliance with the provisions of this Contract.

1.16 Inspection Procedures.

A. Architect Compliance Inspections:

In order to insure the quality of workmanship and compliance with the overall standards of each type of loan, the Architect or Owner or their agents may conduct the following types of inspection when applicable:

(1) Footing and foundation inspection before foundation is poured.

(2) Building rough-in inspection, including all structural work completed prior to closing of walls, ceilings or floors; Electrical rough-in inspection, including completion of all wiring which will be hidden behind walls and ceilings; Rough-in plumbing inspection, including all plumbing which will be hidden behind walls or below concrete, as well as all vents through the roof; If a heating permit is required, this will include all duct work, running of any gas lines, and setting of a furnace if appropriate.

(3) The Final Inspection including everything necessary to complete the job, for example, that all electrical fixtures are installed, plumbing fixtures are set, and all finish materials are complete.

(4) Requests for all inspection shall be made at least two (2) working days prior to the date desired. The request may be made by mail or telephone call with consideration given for mailing time, office assignment of inspections, and travel by the inspector. The request shall clearly state the type of inspection requested.

B. Intermediate Compliance Inspections:

These inspections may be made at the discretion of the Owner or Architect when deemed in the interest of the Owner or Architect. They may be made at any stage of construction.

1.17 Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Contruction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect and the Owner. The demand for arbitration shall be made within one year and in no event shall it be made after the date when institution of legal proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

In the event that Owner is the prevailing party in any arbitration under this agreement or in any litigation related to or arising out of this agreement, the Contractor shall pay to Owner its reasonable attorney's fees for the prosecution of the arbitration or litigation.