

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 09/18/2024
FORM APPROVED
OMB NO. 0938-0391

RECEIVED
SEP 26 2024

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205174	(X2) MULTIPLE CONSTRUCTION A. BUILDING 01 B. WING _____	(X3) DATE SURVEY COMPLETED 09/17/2024
NAME OF PROVIDER OR SUPPLIER SANFIELD REHAB & LIVING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 95 MAIN STREET HARTLAND, ME 04943	
(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 Federal Recertification Survey Date: 09/17/2024 Sanfield 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 Emergency Preparedness.	E 000		
K 000	INITIAL COMMENTS Federal Recertification Survey: Date: 09/17/2024 Sanfield Rehab 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 353 SS=D	Sprinkler System - Maintenance and Testing CFR(s): NFPA 101 Sprinkler System - Maintenance and Testing Automatic sprinkler and standpipe systems are inspected, tested, and maintained in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintaining of Water-based Fire Protection Systems. Records of system design, maintenance, inspection and testing are maintained in a secure location and readily available. a) Date sprinkler system last checked b) Who provided system test c) Water system supply source	K 353		

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

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 353	Continued From page 1 Provide in REMARKS information on coverage for any non-required or partial automatic sprinkler system. 9.7.5, 9.7.7, 9.7.8, and NFPA 25 This REQUIREMENT is not met as evidenced by: Based on observations and interview, the facility failed to ensure that Sprinkler System was inspected, tested, and maintained in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems. This deficiency does not meet the minimum requirements of maintaining a sprinkler system in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems, 2011 edition, Chapter 5, section 5.2.1.1.1 Findings: Observation and Interview(S) during a facility tour on 9/17/24 between the hours of 9:00 AM to 11:00 AM Surveyors with the Maintenance Director and Administrator identified: 1. 5 sprinkler heads in the facility have paint on the head. The sprinkler heads are located, First floor conference room, 1 head, Two heads in the first floor dining room, 1 B corridor, 1 head, 2nd floor dining room, 1 head. These findings were verified by the Maintenance Director and Administrator at the time of observations on 9/17/24.	K 353			
		K353	A quote was obtained from Maine Fire Protection to replace the 5 painted sprinkler heads on 9/19/24. The 1 head in the conference room on first floor, 2 heads on the first floor dining room, 1 head on 1B corridor 1 head and 1 in 2nd floor dining room were all replaced on 9/20/24 In addition there were 29 sprinkler heads with paint on them that were replaced. All work was completed by 9/23/24.		9/23/24

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BY: _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this September 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 Maine Fire Protection Co. 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 95 Main Street, Hartland, Me. Known as Sanfield 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 replace 34 painted sprinkler heads at the above-named facility as per you proposal dated September 19, 2024

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**

ARTICLE III: COMMENCEMENT AND COMPLETION OF WORK

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GENERAL CONDITIONS

BY: _____

- 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.

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- 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.

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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.

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1.10 Provision for Owner.

BY: _____

- 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 of 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.

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1.13 Verification of Measurements.

BY: _____

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.

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- BY: _____
- (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 Construction 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.

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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 October 15, 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 \$4,030.00

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 J. Presti - Duly Authorized

By: _____
It's Office Mgr. - Duly Authorized

State or Federal I.D. No. 20-1889286

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

LETTER OF TRANSMITTAL

Maine Fire Protection Co.			
PO Box 1050			
Bangor, Maine 04402-1050			

9/23/2024
replace 34 sprinkler heads
Sanfield Rehab & Living Center

We are sending you:

X Attached: Construction Contract

copies	date	no.	discription
1	9/23/2024		Construction Contract

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SEP 26 2024

BY: _____

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



A Maine Company Serving Maine People

September 19, 2024

Sanfield Rehab. & Living Center
95 Main St.
Hartland, ME 04943

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BY: _____

RE: **Sprinkler System Deficiencies: Replace-(34) painted / loaded sprinkler heads.**

SCOPE OF WORK:

Provide the necessary labor and materials for the following:

- 1). Replace (34) sprinkler heads in various areas that are loaded with paint and debris.

NFPA-25 requires that sprinkler heads that are loaded with paint or debris be replaced.

The price to accomplish this is: **Four Thousand Thirty Dollars (\$4,030.00)** and all labor, materials and travel have been included.

Repair of these deficiencies is important to the proper operation of your fire sprinkler system.

This quotation is based on our personnel performing the work during our standard working hours (7:00-3:30, M-F).

We look forward to working with you and if I can further assist you, please do not hesitate to contact me directly at (207) 942-8809.

PAYMENT TERMS: Payment is net thirty (30) days from date of invoice submitted monthly or upon completion of work. If this quote meets your approval, please sign and return a copy to the office.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: This proposal may be withdrawn by us if not accepted in 30 days. Project must commence within 6 months and be completed in 1 year from date of proposal. Customer may incur additional costs after this time.

Thank you for your time and consideration.

Sincerely,

Walter Colby

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Signature

Date of Acceptance

9/20/24

P.O. Box 1050 • Bangor, ME 04402-1050 • Tel: (207) 942-8809 • Fax: (207) 941-1910

367 13 201
BY: _____

This work is based on adequate water supply by others. All water calculations are based on water supply information supplies, by others. Maine Fire Protection Systems will not be responsible for inadequate or inaccurate water information.

This Agreement will be governed by the laws of the State of Maine and constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

PD's liability to Client for personal injury, death, or property damage arising from the Work under this contract shall be limited to the lesser of PD's insured liability or the contract price set forth herein. Client shall hold PD harmless from any and all claims for personal injury, death, or property damage arising from Client's failure to properly maintain the systems inspected by PD or keep them in proper operating condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall PD be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Client's property, loss of profits or loss of production, whether claimed by the Client or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

PD AND CLIENT AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL NOR ANY OTHER TRADITIONAL COURT PROCEEDING IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT, INCLUDING AMENDMENTS AND MODIFICATIONS THERETO, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. NEITHER THE PD NOR THE CLIENT HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

If a dispute arises concerning the provisions of this Contract or the performance by the parties (a "Dispute"), the parties agree in the first instance to attempt to settle the Dispute by good faith discussions. If, in the good faith judgment of either party, these attempts fail, either party may demand that the Dispute be the subject of mediation within thirty (30) days, with the mediation conducted by a mediator satisfactory to both parties. Who shall bear the cost of the mediation and in what proportion shall be a subject of the mediation, and unless the parties otherwise agree, the costs will be shared equally. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. The parties agree that final resolution and speed are their common goals. If a Dispute arises and is not resolved at mediation, the parties have three (3) business days to agree on a single arbitrator who will decide all procedural and substantive disputes. If the parties fail to agree upon a single arbitrator, they must, in the succeeding three (3) business days, each designate one arbitrator. The two designated arbitrators will agree upon a third arbitrator within the next three (3) business days. The service of the two arbitrators who were designated by the parties will then end, with each party paying for his/its own designated arbitrator. The third arbitrator will set a schedule which will cause resolution of all disputes to be completed within sixty (60) calendar days of his/her appointment as arbitrator. The arbitrator will act in accordance with Maine arbitration law. The arbitrator will decide all factual issues based upon reasonably reliable evidence. The arbitrator's determination of "reasonably reliable evidence" is final. The arbitration opinion and award shall be final and binding, and shall be enforceable by any court. The parties shall share equally all costs of arbitration excepting their own attorneys' fees, unless the arbitrator awards otherwise as part of the award.