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BY: _____

K918 Electrical Systems Maintenance and Testing Citation 1

1. Market Square will continue to inspect generator sets weekly. The generator will continue to be exercised under load 12x per year in 20-40 day intervals, and exercised once every 36 months for 4 continuous hours. We will have the generator load bank tested by a qualified company annually.
2. Market Square will continue to inspect generator sets weekly. The generator will continue to be exercised under load 12x per year in 20-40 day intervals and exercised once every 36 months for 4 continuous hours. We will continue to have the generator load bank tested by a qualified company annually.
3. Audits will be completed monthly on generator requirements for 3 months to ensure compliance.
4. Audits will be completed monthly on generator requirements for three months and determined at quarterly QAPI meeting whether they should continue or if compliance is achieved.
5. Date of compliance: 5/6/25

K918 Electrical Systems Maintenance and Testing Citation 2

1. ESM will take a sample on 5/12/25 of the diesel fuel in the generator for testing to ensure appropriate ASTM standards are met. This sample will be sent to a lab for testing and results will return in 5-7 business days.
2. A review of the regulations showed no other fuel sources out of compliance with this regulation. This testing will be added to the annual generator testing schedule.
3. Audits will be conducted monthly for three months on generator requirements. Education will be provided to the Maintenance Director.
4. Audits will be conducted monthly for three months and reviewed at quarterly QAPI to determine whether they should continue or if compliance was achieved.
5. Date of compliance: Testing-5/12/25 Results 5/20/25

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PRINTED: 04/22/2025
FORM APPROVED
OMB NO. 0938-0391DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING 01 B. WING _____		(X3) DATE SURVEY COMPLETED R 04/18/2025
NAME OF PROVIDER OR SUPPLIER MARKET SQUARE HEALTH CARE CENTER, LLC			STREET ADDRESS, CITY, STATE, ZIP CODE 3 MARKET SQUARE SOUTH PARIS, ME 04281		
(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 Survey Date: 03.04.2025 Market Square Health Care, 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}			
{K 000}	INITIAL COMMENTS Federal Recertification Survey: Revisit Date: 04.18.2025 Market Square Health Care 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 914} SS=D	Electrical Systems - Maintenance and Testing CFR(s): NFPA 101 Electrical Systems - Maintenance and Testing Hospital-grade receptacles at patient bed locations and where deep sedation or general anesthesia is administered, are tested after initial installation, replacement or servicing. Additional testing is performed at intervals defined by documented performance data. Receptacles not listed as hospital-grade at these locations are tested at intervals not exceeding 12 months. Line isolation monitors (LIM), if installed, are tested at intervals of less than or equal to 1 month by actuating the LIM test switch per 6.3.2.6.3.6, which activates both visual and audible alarm. For LIM circuits with automated self-testing, this manual test is performed at intervals less than or	{K 914}			

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 914}	Continued From page 1 equal to 12 months. LIM circuits are tested per 6.3.3.3.2 after any repair or renovation to the electric distribution system. Records are maintained of required tests and associated repairs or modifications, containing date, room or area tested, and results. 6.3.4 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on documentation review and interview the facility, failed to ensure that inspect the retention force of receptacles not listed as hospital-grade are tested at intervals not exceeding 12 months in accordance with NFPA 99, Healthcare Facilities Code, 2012 edition, Section 6.3.3.2.4. Finding: Documentation review and interview during a facility tour with the environmental services director and administrator present on 03.04.2025 from 09:30 AM to 4:00 PM identified: 1. The annual testing of the receptacles did not include the retention force of the grounding blade of each electrical receptacle to ensure it is not less than 4 oz. This deficient practice could pose an electrical hazard to all residents, visitors, and members of facility staff in this locations. This finding was verified by the environmental services director and administrator at the time of interview and document review on 03.04.2025 from 09:30 AM to 4:00 PM. Based on documentation review and interview the facility, failed to ensure that inspect the retention	{K 914}	1. Retention Testing was completed on outlets on 4/19/25. Attached is the confirmation of completion. 2. This requirement has been added to annual testing. 3. This will be audited monthly. Education was provided to Maintenance Director. 4. This will be audited monthly for 3 months. 5. Date of Correction: 4/19/25.		

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{K 914}	Continued From page 2 force of receptacles not listed as hospital-grade are tested at intervals not exceeding 12 months in accordance with NFPA 99, Healthcare Facilities Code, 2012 edition, Section 6.3.3.2.4. Finding: Documentation review and interview during a facility tour with the environmental services director and administrator present on 04.18.2025 from 10:00 AM to 11:00 AM identified: 1. The annual testing of the receptacles did not include the retention force of the grounding blade of each electrical receptacle to ensure it is not less than 4 oz. Environmental Services Director stated he just started testing receptacles this morning. This deficient practice could pose an electrical hazard to all residents, visitors, and members of facility staff in this locations. This finding was verified by the environmental services director and administrator at the time of interview and document review on 04.18.2025 from 10:00 AM to 11:00 AM.	{K 914}			
{K 918} SS=0	Electrical Systems - Essential Electric Syste CFR(s): NFPA 101 Electrical Systems - Essential Electric System Maintenance and Testing 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	{K 918}			

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NAME OF PROVIDER OR SUPPLIER MARKET SQUARE HEALTH CARE CENTER, LLC			STREET ADDRESS, CITY, STATE, ZIP CODE 3 MARKET SQUARE SOUTH PARIS, ME 04261		
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{K 918}	Continued From page 3 with NFPA 110. 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. 6.4.4, 6.5.4, 6.6.4 (NFPA 99), NFPA 110, NFPA 111, 700.10 (NFPA 70) This REQUIREMENT is not met as evidenced by: Based on observation, and interview, and generator 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 8.3.8, and 8.4.2, and NFPA 99, Healthcare Facilities Code, 2012 edition, section 6.4.4.1.1.3. This deficient practice could affect the patients/residents, visitors, and members of facility staff in this location. Findings:	{K 918}	1. ESM will be here on 4/28/25 to complete load bank testing on generator. 2. Load bank testing will be completed yearly. 3. Audits will be completed monthly on generator requirements for 3 months to ensure compliance. 4. Audits will be completed monthly on generator requirements for three months and determined at quarterly QAPI meeting whether they should continue or if compliance is achieved. 5. Date of compliance: 4/28/25		

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{K 918}	Continued From page 4 Review of documentation and interview with the Environmental Services Director and the Administrator present on 03/04/2025 between 9:30 AM and 4:00 PM identified the following deficiencies: 1) The provided generator inspection reports did not show that the generators were tested under the 30% rated load or to the manufactures recommended exhaust temperatures. 2) No documentation showing an annual fuel quality test was provided on the generator testing and maintenance documentation. A fuel quality test shall be performed at least annually using appropriate ASTM standards or the manufacturer's recommendations. These findings were verified by the Environmental Services Director and the Administrator at the time of observation on 03/04/2025 between 9:30 AM and 4:00 PM. Based on observation, and interview, and generator 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 8.3.8, and 8.4.2, and NFPA 99, Healthcare Facilities Code, 2012 edition, section 6.4.4.1.1.3. This deficient practice could affect the patients/residents, visitors, and members of facility staff in this location. Finding:	{K 918}			

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{K 918}	Continued From page 5 Review of documentation and interview with the Environmental Services Director and the Administrator present on 04.18.2025 between 10:00 AM and 11:00 AM identified the following deficiencies: 1) The provided generator inspection reports did not show that the generators were tested under the 30% rated load or to the manufactures recommended exhaust temperatures. Environmental Services Director states they can't reach the 30% the most they have been able to reach is 7%. This finding was verified by the Environmental Services Director and the Administrator at the time of observation on 04.18.2025 between 10:00 AM and 11:00 AM.	{K 918}			

Aloba, Antoniette

From: Poirier, Ernie [NCA] <EPoirier@ncaltc.com>
Sent: Friday, May 9, 2025 10:59 AM
To: Nute, Tabatha [Market Square]
Cc: Jude Burns; Gardner, Doug [NCA]; Cyr, Scott A
Subject: Diesel test contract
Attachments: Market Square Diesel Testing contract.pdf

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MAY 12 2025

BY: _____

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Tab is not at a computer today, So I am sending you the signed contract to have the diesel fuel tested.

I am being told the sample will be sent away to a lab for testing. We should see the results in 7 to 10 days.

Thank you for your patience's with this.



Electrical Systems Of Maine Inc.
1200 Minot Ave., Auburn, Maine 04210-3749 United States
(207) 783-7126

Electrical Systems of Maine is a 100% Employee Owned Company!

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BY: _____

BILL TO
North Country Assoc
179 Lisbon Street
Lewiston, ME 04240 USA

ESTIMATE
36127398

ESTIMATE DATE
May 09, 2025

JOB ADDRESS
Market square cat generator
3 Market Square
Paris, ME 04281 USA

Job: 36123815

ESTIMATE DETAILS

Cat generator Diesel Fuel Testing: Testing of Diesel fuel in generator diesel tank.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Diesel Fuel testing	Pulling a onsite sample, sending out to lab, supplying results report	1.00	\$650.00	\$650.00

POTENTIAL SAVINGS	\$32.50-\$97.50
SUB-TOTAL	\$650.00
TOTAL	\$650.00

Thank you for choosing Electrical Systems Of Maine Inc.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Electrical Systems Of Maine Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

IF THIS IS AN ESTIMATE FOR A MEMEBERSHIP PLAN, the estimate provided is valid for 30 days and the estimate provided, if accepted, will be valid for the term of the membership.

Sign here Ernie Poirier

Date 5/9/2025

AKA Plant Director

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

LETTER OF TRANSMITTAL

To: ESM
 1200 Minot Ave.
 Auburn Me. 04210-3749

Date 5/9/25		
Attention: E Jason		

We are sending you:

X Attached: Construction Contract and General Conditions

copies	date		
1	5/9/2025		

THESE ARE TRANSMITTED as checked below:

For approval X Approved as submitted Resubmit _____ copies for approval

X For review and comment _____

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

REMARKS:

Please review and sign our contract and return to me along with the required
"Proof of Insurances " prior to the start of any work.

Please call if you have any questions.
Thank you.

Copy To: _____ Signed : Jim Chaplin Assist. Plant Engineer
 North Country Associates
 207-557-8563

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BY: _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this 9th day of May 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 Electrical Systems of Maine here in after referred to 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 3 Market Square South Paris Me. Known as Market Square

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 do diesel testing on the cat unit as per your proposal dated 5/9/25

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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The Contractor shall commence the work to be performed under this Contract within 120 days from the execution of this Contract, and shall satisfactorily complete the work no later than 6/20/25. 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 650.00

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. 01-0451-956

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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.

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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.

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- 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.

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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- (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.