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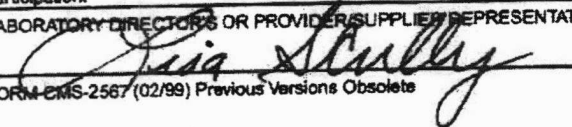
OMB NO. 0938-0391

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

BY: _____

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTIONS		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205174	(X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING	(X3) DATE SURVEY COMPLETED 07/22/2025
NAME OF PROVIDER OR SUPPLIER SANFIELD REHAB & LIVING CENTER		STREET ADDRESS, CITY, STATE, ZIP CODE 95 MAIN STREET PO BOX 489, HARTLAND, Maine, 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
E0000	Initial Comments Federal Recertification Survey Date: 07/22/2025 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.	E0000		
K0000	INITIAL COMMENTS Federal Recertification Survey 07/22/2025 Sanfield Rehabilitation and Living Center, a long-term care facility, was surveyed pursuant to the National Fire Protection Association 101, Life Safety Code, 2012 Edition as referenced in 42 CFR 483.90 (a - d) - Physical Environment and is not in substantial compliance.	K0000		
K0211 SS = D	Means of Egress - General CFR(s): NFPA 101 Means of Egress - General 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. 18.2.1, 19.2.1, 7.1.10.1 This STANDARD is NOT MET as evidenced by: Based on observation, and interview, the long-term care facility failed to maintain the Exit Corridor free of headroom obstructions per NFPA 101, Life Safety Code, 2012 Edition, Sections 19.2.1, 7.1.5.1 and 7.1.10.1. Finding:	K0211		

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 reverse for further 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.

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE 	TITLE MLA	(X6) DATE 8/6/25
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FORM CMS-2567 (02/99) Previous Versions Obsolete Event ID: B7U821 Facility ID: 2507 If continuation sheet Page 1 of 6

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K0211 SS = D	Continued from page 1 During a survey on 07/22/2025 between the hours of 9:00 AM and 1:00 PM, a surveyor, with the Maintenance Director and the Administrator present observed the following: Interview with the Maintenance Director and the Administrator during the facility tour, we discussed headroom requirements of 6'8" in height above the floor. The Administrator and the Maintenance Director acknowledged the headroom requirement. The section of the Life Safety Code was presented to the Maintenance Director after the exit interview. Interview with the Administrator revealed that nobody knows for sure when it was installed. The ceiling mounted air conditioning unit projected down to only allow a headroom height of 6' 5" above the finished floor in the main corridor by room 17, and the dining room. The surveyor confirmed this finding with the Maintenance Director and the Administrator during the survey and during the exit interview.	K0211	A contract with AAA was obtained to complete the required headroom requirements for LSC of 6'8" in height above the floor. The ceiling mounted air conditioning unit will be raised to meet this requirement. A review of all other units was completed and there were no other units out of regulatory requirements. Please reference letter of transmittal, repair estimate and contract. Date for completion will be 8.15.25 Education was provided to the maintenance director regarding regulatory requirements.	8.15.25 8.15.25			
K0291 SS = D	Emergency Lighting CFR(s): NFPA 101 Emergency Lighting Emergency lighting of at least 1-1/2-hour duration is provided automatically in accordance with 7.9. 18.2.9.1, 19.2.9.1 This STANDARD is NOT MET as evidenced by: Based on observations, interview and record review the long-term care facility failed to comply with NFPA 101, Life Safety Code, 2012 Edition, Sections 19.2.9.1, and 7.9.3.1.1 (3) regarding functional testing conducted annually for a minimum of 1 1/2 hours if the emergency lighting is battery powered. Findings: During a survey conducted on 07/22/2025 between the hours of 9:00 AM and 1:00 PM, this surveyor with the Administrator and Maintenance Director present observed the following: The facility has no documentation available showing the emergency lighting has been tested annually for 1 1/2 hours. This was confirmed by the surveyor, Administrator and Maintenance Director at the time of observation and exit interview.	K0291	The emergency lighting was tested on 8.1.25 for 1.5 hours in duration with a functional test result. The emergency lighting will be tested annually and logged accordingly in the maintenance log book. The maintenance director will report out completion of the testing to the quality assurance team on a monthly basis for a period of one quarter, beginning August of 2025 and ending October 2025 Education was provided on the regulation for testing of emergency lighting monthly and annually.	8.15.25 8.15.25 8.15.25			
K0353 SS = D	Sprinkler System - Maintenance and Testing	K0353					

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K0353 SS = D	Continued from page 2 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 _____ 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 STANDARD is NOT MET as evidenced by: Sanfield Rehab and Living Center, a long-term care facility failed to maintain compliance with the Life Safety Code 101 2012 Edition section 9.7.5 and 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. Based on observations the long term care 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, 2011 edition, Chapter 5, section 5.2.1.1.1. Federal Recertification Survey Date: 07/22/2025 Findings: During a facility tour on 07/22/2025 between the hours of 9:00 AM and 1:00 PM, this surveyor along with the Administrator and Maintenance Director observed the following:	K0353					

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K0353 SS = D	Continued from page 3 1. One sprinkler head located outside under the stairwell by room 7 is corroded. This could affect the operation of the sprinkler head. This deficiency does not meet the minimum requirements of maintaining a sprinkler system. These findings were verified by the surveyor, Administrator and Maintenance Director at the time of observations and exit interview.		K0353	K0353 1) Maine Fire Protection replaced the sprinkler head located outside under the stairwell by room 7 on 7.31.25 The maintenance director or designee will complete monthly visual rounds to ensure all sprinkler heads located outside of the facility are not corroded, damaged or obstructed. The maintenance director will report out the findings to the quality assurance team for a period of one quarter beginning in August of 2025 and ending in October of 2025.		8.15.25 8.15.25	
K0363 SS = D	Corridor - Doors CFR(s): NFPA 101 Corridor - Doors Doors protecting corridor openings in other than required enclosures of vertical openings, exits, or hazardous areas resist the passage of smoke and are made of 1 3/4 inch solid-bonded core wood or other material capable of resisting fire for at least 20 minutes. Doors in fully sprinklered smoke compartments are only required to resist the passage of smoke. Corridor doors and doors to rooms containing flammable or combustible materials have positive latching hardware. Roller latches are prohibited by CMS regulation. These requirements do not apply to auxiliary spaces that do not contain flammable or combustible material. Clearance between bottom of door and floor covering is not exceeding 1 inch. Powered doors complying with 7.2.1.9 are permissible if provided with a device capable of keeping the door closed when a force of 5 lbf is applied. There is no impediment to the closing of the doors. Hold open devices that release when the door is pushed or pulled are permitted. Nonrated protective plates of unlimited height are permitted. Dutch doors meeting 19.3.6.3.6 are permitted. Door frames shall be labeled and made of steel or other materials in compliance with 8.3, unless the smoke compartment is sprinklered. Fixed fire window assemblies are allowed per 8.3. In sprinklered compartments there are no restrictions in area or fire resistance of glass or frames in window assemblies. 19.3.6.3, 42 CFR Parts 403, 418, 460, 482, 483, and 485 Show in REMARKS details of doors such as fire protection ratings, automatics closing devices, etc.		K0363	Education was provided to the maintenance director on this regulatory requirement.		8.15.25	

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K0363 SS = D	Continued from page 4 This STANDARD is NOT MET as evidenced by: Sanfield Rehab and Living Center, a long-term care facility, was surveyed pursuant to the Life Safety Code 101, 2012 Edition and found to not be compliance with Chapter 19 section 19.3.8.3.1 doors protecting corridor openings in other required enclosures of vertical openings, exits or hazardous areas shall be doors constructed to resist the passage of smoke. Findings: Based on observations during a survey on 7/22/2025 between the hours of 9:00 AM and 1:00 PM, this surveyor along with the Administrator and Maintenance Director observed the following: Patient room 19's door does not positively latch when closing. This was attempted 5 times unsuccessfully. This finding was confirmed by the surveyor, Administrator and Maintenance Director at the time of observation and exit interview.	K0363	K0363 The Maintenance Director made adjustments that corrected the latch. The door now positively latches. The maintenance director or designee will check all resident room doors for positive latching on a monthly basis for a period of three months. The findings will be reported to the quality assurance committee for a period of one quarter beginning August of 2025 and ending in October of 2025 The maintenance director was provided education on the regulatory requirement for positive door latching.	8.15.25 8.15.25 8.15.25
K0511 SS = E	Utilities - Gas and Electric CFR(s): NFPA 101 Utilities - Gas and Electric Equipment using gas or related gas piping complies with NFPA 54, National Fuel Gas Code, electrical wiring and equipment complies with NFPA 70, National Electric Code. Existing installations can continue in service provided no hazard to life. 18.5.1.1, 19.5.1.1, 9.1.1, 9.1.2 This STANDARD is NOT MET as evidenced by: Based on observation and interview, the long-term care facility failed to ensure the propane dryer exhaust vent was constructed in accordance with NFPA 54, National Fuel Gas Code, 2012 edition, Section 10.4.4.2 as referenced by NFPA 101, Life Safety Code, 2012 Edition, Sections 19.5.1.1, and 9.1. Finding: On 07/22/2025, between 09:00 AM and 1:00 PM, a surveyor with the Maintenance Manager and the Administrator present identified: The duct for exhausting clothes dryers was assembled with screws and tape at the seams of the elbows and the straight pipe that would catch lint and reduce the	K0511		

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K0511 SS = E	Continued from page 5 efficiency of the exhaust system. Interview with the Maintenance Manager indicated that he is able to remove the screws and retape the duct right away.		K0511	K0511 The maintenance director removed the screws from the exhaust system and applied the appropriate duct tape to rewrap the exhaust as indicated.		8.15.25	
	The surveyor confirmed this finding with the Maintenance Manager and the Administrator at the time of the observation and during the exit interview.			The Maintenance Director will visual inspect the exhaust to ensure that it is in fact, there are no screws and it is properly sealed with the approved duct tape. This inspection will occur monthly and findings will be reviewed during quality assurance meetings for a period of one quarter beginning August 2025 ending October 2025.		8.15.25	
				The Maintenance Director was educated to ensure safety regulations in relation to K0511.		8.15.25	

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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: AAA
418 Industrial Park
Pittsfield Me. 04967

8/5/2025
Attn: Jerry Sherman
to raise A.C. cassette unit in
Res care Hallway

We are sending you:

X Attached: Construction Contract and General Conditions

copies	date	no.	discription
1	8/5/2025	1	Contract

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 T. Gagnon Assist. Plant Engineer
North Country Associates
207-557-8563

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BY: _____

Date: 8/4/2025

Quote #:

Attn.: Jose

Email: jrodriguez@ncahcf.com

Customer: Sanfield Rehab & Living Center

Location: Hartland

AAA Contact: Jerry Sherman

AAA Email: jsherman@aaaenergy.com

ENERGY SERVICE
BUILDING EFFICIENCY
REPAIR ESTIMATE

Description of Work

Pump down ceiling cassette, remove from location. Assist with carpentry work to raise the unit. Put unit back in place, evacuate, start, check operation. This is a price not to exceed.

Material	Qty.	Unit Price	Ext.
Freight Estimate			
Labor			
	Hour(s)	Rate	Ext.
Regular time hours	8	\$120.00	\$ 960.00
Overtime hours	2	\$180.00	\$ 360.00
Other Charges			
	Qty.	Unit Price	Ext.
Truck Charge	1	\$25.00	\$ 25.00
Propress Charge			
Torch Charge			
Refrigerant Handling			
Vacuum Pump Charge	1	\$30.00	\$ 30.00
Costs Incurred to Date			
Note(s)			
1. Actual labor may vary from estimate. 2. This estimate is valid for thirty (30) days.		Material Total	
		Tax (if applicable)	
		Labor Total	\$ 1,320.00
		Other Charges Total	\$ 55.00
		ESTIMATE TOTAL	\$ 1,375.00

 Customer Acceptance Euse P Date 8/5/25 PO # _____

Payment Terms: Net thirty (30) days, 1.5% monthly finance charge over thirty (30) days.

Building HVAC/R Efficiency since 1948.

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BY: _____

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 August 31, 2025 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 \$ 1,375.00

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: [Signature]
It's President - John C. Orestis - Duly Authorized

By: J. Sherman
It's _____ - Duly Authorized

State or Federal ID #01-0391368

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CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this August 5, 2025 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 AAA 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, 04943 Known as Sanfield Rehab and 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 raise one ceiling cassette to 6'8" in the res care hallway per your quote dated 8/4/25

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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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.

- 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.