

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 000	INITIAL COMMENTS On 11/5/24, an unannounced on-site visit was conducted at Market Square Health Care Center for the purpose of complaint investigation #ME00049284. It was determined that Market Square Health Care Center, is not in substantial compliance with 42 CFR Part 483, Subpart B-Requirements for Long Term Care Facilities.	F 000	1. How the corrective action will be accomplished for those residents found to have been affected by the deficient practice. Market Square has contracted with Damon Mechanical to install a new hot water line to the laundry machines piping header along with other necessary plumbing and electrical work to ensure proper temperatures. In the interim, Market Square will utilize chemicals activated at a lower temperature rating. Ecolabs will make the chemical conversion for our current system.		3/31/25
F 908 SS=F	Essential Equipment, Safe Operating Condition CFR(s): 483.90(d)(2) §483.90(d)(2) Maintain all mechanical, electrical, and patient care equipment in safe operating condition. This REQUIREMENT is not met as evidenced by: Based on observations, interviews, and record review, the facility failed to ensure that the facility's laundry equipment was maintained, according to manufacturer's instructions, and operated to ensure proper cleaning and disinfecting of linens for 1 of 1 day of survey(11/5/24). This has the potential to affect all residents. Findings: On 11/5/24, review of Documentation provided by the facility from Patriot [laundry chemical supply company] noted: Stain treatments: > B-Gone grease and oil remover wash in hot water, 140 degrees Fahrenheit[F]for colors and 165°F for whites. > Blood and stain remover wash in hot water 140°F for colors and 165° for white. > For washing machines and nursing homes, especially when dealing with various products	F 908	2. How the facility will identify other residents having the potential to be affected by the same deficient practice. Market Square has reviewed all other sources of hot water in the building. All other hot water sources were reaching the appropriate temperatures. 3. What measures will be put into place, or systematic changes made, to ensure that the deficient practice will not recur. Education will be provided to laundry supervisor and personnel regarding hot water temp requirements. Administrator or designee will monitor hot water temperatures 3x weekly for 3 months to ensure acceptable temperatures are maintained. The audits will be reviewed at QAPI meeting to determine whether compliance has been maintained or whether the audits should continue. 4. How the facility will monitor its corrective actions to ensure that the deficient practice will not recur. Administrator or designee will monitor hot water temperatures 3x weekly for 3 months to ensure acceptable temperature are maintained. The audits will be reviewed at the next QAPI meeting to determine whether compliance has been maintained or whether the audits should continue.		12/20/24

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.

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 908	Continued From page 1 like > Patriot Frontier Soap[detergent], Patriot Frontier Bleach, Patriot Powerhouse[heavy duty detergent], Patriot Ultra Soft[fabric softener], and Patriot Stain Away[stain remover], the temperature requirements are generally based on the need to disinfect linens and properly activate the chemicals in the detergents and bleach. Here's a breakdown of the typical minimum temperature requirements based on general laundry guidelines for healthcare settings: 1. Patriot Frontier Soap[detergent]: minimum temperature 140°F is generally recommended for washing linens to ensure effective cleaning, especially in healthcare environments. Some detergents may be effective in cooler water, but in nursing homes, higher temperatures are preferred for hygiene. 2. Patriot Frontier Bleach: Bleach typically works best at high temperatures. For disinfection, use water that is at least 160°F or higher, particularly for potentially contaminated linens like bedding from residents with infections. Some bleach products can be effective in lower temperatures, but for health care, sticking with 160°F or higher ensures both stain removal and disinfection. 3. Patriot Powerhouse [Heavy Duty detergent or degreaser]: This would likely require at least 140°F to work optimally, especially when dealing with heavily soiled fabrics or materials. The decreasing action is more effective at higher temperatures. 4. Patriots ultra soft fabric softener: Fabric softeners generally don't have strict temperature requirements but are typically added during the rinse cycle. Ensure rinse cycle is at a comfortable warm temperature [e.g., 90°F to 110°F]. 5. Patriots Stain Away [stain remover]: Stain	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 908	Continued From page 2 removers often work best in warm or hot temperatures a minimum of 120° to 140°F would typically be recommended for stubborn stains. > General recommendations for nursing homes: regular laundry [not contaminated]: minimum water temperature of 140°F for effective cleaning. Potentially contaminated laundry: water temperature of at least 160°F especially when using bleach to ensure disinfection. > Final note: it is important to verify the manufacturer's recommendations for each product, patriot products in this case, as they may have specific temperature guidelines. Additionally, always follow infection control guidelines set by your facility and local regulations, particularly in healthcare settings like nursing homes. On 11/5/24 at 9:00 a.m., in an interview, the Laundry/Housekeeping Supervisor stated that she has been in charge since May 2024 and that she has known of hot water problems for the washing machines since that time. She reported this to the Administrator and the maintenance man and was asked to keep logs in August 2024 of the hot water temperatures on the washing machines. At this time, the surveyor and the Laundry/Housekeeping Supervisor observed the temperatures of the running washing machines. Washer #1 had a hot water temperature of 86° Fahrenheit(F); Washer #2 had a hot water temperature of 110°(F); And Washer #3 had a hot water temperature of 112°(F). At this time, the Laundry/Housekeeping Supervisor confirmed that the hot water coming into the washing machines was not adequate to ensure proper cleaning and disinfecting of the linens.	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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	
F 908	Continued From page 3 On 11/5/24, review of the August 2024 washing machine temperature logs noted: Washer #1: hot water coming into washing machine August 1st -7:47 a.m. 89° Fahrenheit(F); 10:19 a.m. 89°(F); 2:15 p.m. 64°(F); 4:00 p.m. 84°(F) August 2nd -8:03 a.m. 89°(F); 10:40 a.m. 87°(F); 2:16 p.m. 87°(F) August 5th - 10:00 a.m. 87°(F); 2:00 p.m. 86°(F) August 6th - 7:38 a.m. 91°(F); 11:49 a.m. 87°(F); 3:06 p.m. 86°(F) August 7th - 8:51 a.m. 93°(F); 11:05 a.m. 87°(F); 1:40 p.m. 86°(F); 3:32 p.m. 87°(F) August 8th - 10:01 a.m. 86°(F); 12:51 p.m. 86°(F); 3:20 p.m. 89°(F) Washer #2: hot water coming into washing machine August 1st -7:47 a.m. 104°(F); 10:12 a.m. 108°(F); 2:13 p.m. 102°(F); 4:00 p.m. 7°(F) August 2nd -8:03 a.m. 114°(F); 10:41 a.m. 95°(F); 2:16 p.m. 122°(F) August 5th - 10:00 a.m. 93°(F); 2:00 p.m. 116°(F) August 6th - 7:33 a.m. 122°(F); 11:50 a.m. 96°(F); 3:07 p.m. 93°(F) August 7th - 8:51 a.m. 103°(F); 11:05 a.m. 101°(F); 1:40 p.m. 123°(F); 3:32 p.m. 111°(F) August 8th - 10:01 a.m. 114°(F); 12:51 p.m. 101°(F); 3:20 p.m. 81°(F) Washer #3: hot water coming into washing machine August 2nd - 10:45 a.m. 102°(F); 2:17 p.m. 120°(F) August 5th - 10:00 a.m. 78°(F); 2:00 p.m. 87°(F) August 6th - 7:32 a.m. 100°(F); 11:50 a.m.	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 908	Continued From page 4 109°(F) On 11/5/24 at 9:45 a.m., in an interview, Maintenance Worker #1 and the surveyor observed a propane furnace hooked to a large hot water supply tank which supplied hot water to resident areas, the kitchen, and the laundry room. The maintenance worker stated and showed the surveyor the thermostat on the large, enclosed tank which was set at 120°F. On the side of the large, enclosed tank, there was a tank target range of 115°(F) written. The maintenance worker went on to state that the temperature can't be turned up higher than 120°(F) because it would make the water too hot for the resident areas. On 11/5/24 at 10:15 a.m., the surveyor then stepped back into the laundry room and observed the three washers and the hot water temperatures coming into the washers at this time. Washer #1 was 86°F. Washer #2 was 86°F. Washer #3 was 107°F. On 11/5/24 at 10:45 a.m., in an interview, the Maintenance Worker #2 and the surveyor observed a propane boiler with a large storage tank that supplied hot water to the resident areas, the kitchen, and the laundry room. He stated the boiler and the hot water tank were set at 120° and that is all that was sent out to all three areas because it can't be turned up any higher to help the laundry room because then the residential areas would be too hot. He stated that a while ago the facility had put in two quick recovery propane units however they were turned off at this point in time. When asked what they did, the maintenance worker stated they did the exact	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 908	Continued From page 5 same thing that the propane furnace and hot water tank did. They supplied hot water to the resident areas, the laundry, and the kitchen and we're set at 120°F. The surveyor then asked if he remembers there being a hot water booster in the laundry room for the washing machines. The maintenance worker stated there had always been one there since he had been there since May 2024 but it had never worked and had never been hooked up and approximately 5 years ago it was taken out by the maintenance director who was no longer at the facility. He also stated the propane furnace and storage tank had been there for years and had been there ever since he had been there. At this time, Maintenance Worker #2 confirmed that the hot water coming into the washing machines was not adequate to ensure proper cleaning and disinfecting of the linens. On 11/5/24 at 10:57 a.m., in an interview, the Quality Improvement Specialist and the surveyor observed he the hot water temperatures coming into the washing machines at this time. Washer #1 was at 90°F. Washer #2 was at 121°F. And washer #3 was at 114°F. At this time, the Quality Improvement Specialist confirmed that the water temperatures were not hot to ensure proper cleaning and disinfecting. The Quality Improvement Specialist also confirmed that she had reported this issue to corporate employees in July of 2024. On 11/5/24 at 11:15 a.m., review of documentation of a facility email dated October 10th 2024 noted the facility Education Coordinator notified the Administrator that "she	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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	
F 908	Continued From page 6 found that the hot water temperatures coming in the washing machines were 62°F and 84°F, which fell well below the required minimum and manufacturer's recommendations. In reviewing State and Federal guidelines for laundry and healthcare settings, the facility Education Coordinator found that Water temperature for laundry must reach a minimum of 160°F and be maintained for at least 25 minutes to effectively kill pathogens. The boiler is set to 120°F and cannot be increased due to its connection with the resident water systems, posing a risk of scalding. The facility once had a hot water booster behind the washers, but it was removed after breaking during [prior] to the pandemic. Upon reviewing the temperature requirements for our laundry chemicals provided by Patriot, the facility Education Coordinator found the following: Frontier Soap: requires a minimum temperature of 140° F. Frontier bleach: requires a minimum temperature of 140°F. Stain Away: requires temperatures between 120° and 140°F. Mostly importantly, we are potentially failing to disinfect the laundry adequately, putting both residents and staff at risk of exposure to contagious contaminants. The facility should refer to the manufacturer's recommendations for the use of the detergent and items being laundered." On 11/5/24 at 11:45 a.m., the surveyor reviewed documentation of the Patriot Company's, monthly laundry Complete Service Reports and found that in July, August, September, October, and November, the reports all stated under "Conclusion section: Overall conditions found and followed up on issues above area" that the water temperatures were too low and it was reported to maintenance and the	F 908			

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

PRINTED: 11/18/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205076	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 11/05/2024
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
F 908	Continued From page 7 laundry/housekeeping supervisor. On 11/5/24 at 12:45 p.m., in an interview, the surveyor discussed the problem of the lack of required and manufacturer's recommended hot water accessible to the washing machines to ensure proper cleaning and disinfecting for linens with the Administrator, the Director of Nursing and the Quality Improvement Specialist.	F 908			

MARCH 31 - 2025

Agreed 1/22/24

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 ~~December 31, 2024~~ ^{March 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 \$30,400.00

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. Greiss - Duly Authorized

By: [Signature]
It's Ex. V. P. - Duly Authorized

State or Federal I.D. No. 01-0345710

DAMON
MECHANICAL
DESIGN SERVICES BUILD
REFRIGERATION, PLUMBING, HVAC CONTRACTOR & SERVICE

November 26, 2024
Market Square Health Care Center
3 Market Square
South Paris, Maine 04281

RE: Domestic Hot Water Solution
Attn: Ernie Poirier

To achieve the 140-degree hot water requirement we were asked to provide in the laundry. We must add a mixing valve to the buildings' hot water supply system. We opted for an electronic version, which has proven very reliable without the need for routine yearly service as bronze bodied thermodynamic units do.

Our plan allows for a large amount of this work to be conducted before we shut down the existing system to tie into it.

We would be installing a new 1" 140-degree hot water line to the laundry machines' piping header. This location exceeds the allowable distance of piping we can install without a recirculation line.

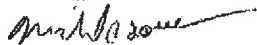
- We included this circulator and a 3/4" return line in our proposal.
- All piping, valves and electrical are included for this system.
- Electrical will be tied into the auxiliary gas boiler panel in the same mechanical room.
- We chose a Pro-Press non-soldering system to avoid nuisance fumes.
- No piping insulation has been included but can be added later by a sub-contractor through us, or North Country.
- We do include after hours work for two men of overtime to make the transition to the new system.

Our review also found the absence of a Domestic Hot Water Expansion Tank. This is a current plumbing code required item. We have included an ASME version in our proposal.

There is one old gate valve needing to be manipulated for the cold water to be shut off tagged "do not operate". We assume this is tagged for swap over from one heating source to another as it is among other valves for this purpose. This valves operation should be verified prior to swapping over to the mixed valve water system. We do not include changing this valve but will prepare to do so as an addition to this proposal if needed.

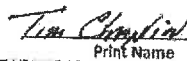
Our price to perform this service for you is \$30,400.00.
Thank you for the opportunity!

Michael Lowe



Accepted By:

Signature


Print Name

11/27/24
Date

Terms & Conditions: The price quoted is valid for 15 days. Payments are NET 30 days from Invoice. Late payments will be subject to 1.5% interest per month.

An Employee-Owned Company
PO Box 101, Auburn, Maine 04212-0101
Phone: 207-784-7461 • Fax: 207-784-8132
jlee@damonmechanical.com

GENERAL CONDITIONS

- 1.01 Hold Harmless. Contractor will defend, indemnify, and hold harmless Owner, its officers, and employees from any and all liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from Contractor's operations under this agreement.
- 1.02 Insurance. Before commencing work, Contractor shall furnish the Owner with certificates showing insurance coverage as follows:
- A. Liability Insurance: The Contractor shall purchase and maintain in force and require subcontractors to provide such liability insurance as will protect and save harmless himself and his subcontractors and the Owner from all claims and demands of every kind and description for damages and for personal injuries, including death, which directly or indirectly may occur to any property, or may be sustained by any person or persons as a result of the execution of the work, whether such operations be conducted by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The amount of Liability Insurance to be maintained and kept in force shall, under no circumstances, be less than the following amounts:
 - (1) Comprehensive General Liability Insurance with minimum Bodily Injury Limits of not less than \$500,000.00 for each person and not less than \$500,000.00 for each accident. The General Liability Insurance shall include coverage with respect to Property Damage Liability arising out of the so called "XCU" hazards (explosion, collapse, and underground damage). Property damage insurance with minimum limits of not less than \$300,000.00 for each accident and not less than \$300,000.00 aggregate.
 - B. Workers Compensation Insurance: Contractor will purchase and maintain such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws and from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage. Such insurance coverage shall also be required of all subcontractors. This insurance shall be written for not less than any limits of liability specified in the contract documents or required by law, whichever is greater.
 - C. Certificates of Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required in this Paragraph and has submitted satisfactory evidence and all insurance is paid for in full to Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All such insurances shall be kept in force until Contractor has completed all work under this agreement.

- 1.03 Lien Waivers. Contractor shall protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials. Payments shall not be due until the Contractor has delivered to the Owner partial and complete releases of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying it against any lien, all to the satisfaction of the Owner and the Architect.
- 1.04 General Guaranty. The Contractor guarantees that the work completed under this agreement, and any change orders thereto, shall be in accordance with the plans and specifications, and shall conform to the specific requirements, performances, and capacities required by this agreement, and shall be free from imperfect workmanship or materials. Further, Contractor will furnish Owner with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.
- 1.05 Subcontractors and Assignments. No subcontract or assignment of this contract, partially or in its entirety, shall be made without the written consent of the Owner and the Architect.
- 1.06 Permits and Codes. Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work, except for such permits and licenses as have been obtained by Owner prior to the date of this agreement. Contractor and all Subcontractors hired by Contractor shall comply with all federal, state and local codes, statutes and regulations applicable to Contractor's and Subcontractor's activities pursuant to this agreement and Contractor shall indemnify Owner against any and all claims arising as a result of acts or omissions with respect to any non-compliance by Contractor or any of his Subcontractors with such codes, statutes and regulations.
- 1.07 Changes in the Work. No modifications of this contract shall be made except by written instrument, signed by the Contractor, accepted by the Owner and approved by the Architect. All requests for such changes shall be submitted in writing on a "Change Order" form.
- 1.08 Work Performance.
- A. Labor Quality. All labor furnished by contractors or subcontractors must be performed by trained, skilled, competent craftsmen, licensed when required. The Owner reserves the right to have personnel who are not performing their services in an acceptable manner removed from the job site. Labor performed by the Owner or Owner's immediate family must also meet minimum acceptable quality standards. All work performed will be subject to inspections and approval by the Architect or Owner prior to interim or final payments to Contractor.
- B. Materials Quality. The Contractor must furnish all materials, cartage, equipment, etc., at his expense which may be necessary to the satisfactory execution of this agreement. The materials used and installed must be new and of the best quality as specified.

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

C. Protection.

- (1) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of each section and shall repair or replace any damaged work at his own expense.
- (2) The Contractor shall replace and put in good condition pavements, utilities, trees, fencing and other existing conditions damaged in carrying out the contract.
- (3) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience, and leave an unobstructed passage for pedestrians and vehicles and for access to hydrants.

1.09 Condition of Premises.

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

B. Contractor's use of premises:

- (1) Confine operations at site to areas permitted by:
 - (a) Law
 - (b) Ordinances
 - (c) Permits
 - (d) Contract Documents
 - (2) Do not unreasonably encumber site with materials or equipment.
 - (3) Assume full responsibility for protection and safekeeping of products stored on premises.
 - (4) Move any stored products which interfere with operations of Owner or other Contractors.
- C. Contractor may leave any and all of its tools, equipment, or materials on the job site during the term of the contract, provided that any such tools, equipment or materials shall not be used by anyone other than the Contractor without the Contractor's express consent. Contractor shall not be responsible for any damages resulting from the unauthorized use by others of Contractor's tools, equipment, or materials.

1.10 Provision for Owner.

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

1.13 Verification of Measurements.

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

1.14 Shop Drawing Where Required are as Follows.

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

- A. Clearly mark each copy to identify pertinent materials, products or models.
- B. Show dimension and clearances required.
- C. Show performance characteristics and capacities.
- D. Show wiring diagrams and controls.

1.15 Communications.

- A. All notices, demands, requests, approvals, proposals, and claims must be in writing.
- B. The Contractor shall designate in writing at the time of execution of the Contract the name of its duly authorized representative with whom the Owner may transmit all business in connection with the operation of this Contract. The Contractor shall also designate in writing his duly authorized superintendent to whom the Owner may give written notice, which will comprise instruction regarding compliance with the provisions of this Contract.

1.16 Inspection Procedures.

A. Architect Compliance Inspections:

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

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

- (3) The Final Inspection including everything necessary to complete the job, for example, that all electrical fixtures are installed, plumbing fixtures are set, and all finish materials are complete.
- (4) Requests for all inspection shall be made at least two (2) working days prior to the date desired. The request may be made by mail or telephone call with consideration given for mailing time, office assignment of inspections, and travel by the inspector. The request shall clearly state the type of inspection requested.

B. Intermediate Compliance Inspections:

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

1.17 Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the 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.