

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

PRINTED: 10/12/2023
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205168	(X2) MULTIPLE CONSTRUCTION A. BUILDING 01 B. WING _____		RECEIVED OCT 24 2023	(X3) DATE SURVEY COMPLETED 10/11/2023
NAME OF PROVIDER OR SUPPLIER ORCHARD PARK REHAB & LIVING			STREET ADDRESS, CITY, STATE, ZIP CODE 107 ORCHARD ST FARMINGTON, ME 04938			
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)		ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)		(X5) COMPLETION DATE
E 000	Initial Comments Federal Recertification Survey Survey Dates: 10/11/2023 Orchard Park Rehab & Living Center, a long-term care facility, is in substantial compliance with 42 Code of Federal Regulations Part 483.73 Requirement for Long Term Care Facilities Emergency Preparedness.		E 000			
K 000	INITIAL COMMENTS 10/11/2023 Orchard Park Rehab 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.		K 000			
K 271 SS=D	Discharge from Exits CFR(s): NFPA 101 Discharge from Exits Exit discharge is arranged in accordance with 7.7, provides a level walking surface meeting the provisions of 7.1.7 with respect to changes in elevation and shall be maintained free of obstructions. Additionally, the exit discharge shall be a hard packed all-weather travel surface. 18.2.7, 19.2.7 This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to maintain all egress paths level, slip resistant and clear of obstructions per NFPA 101, Life Safety Code, 2012 Edition, Sections 7.1.6, 7.1.7, and 7.7 Finding:		K 271			

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

TITLE

(X8) DATE

Theresa Riley RN

Intarim Administrator

10/24/23

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 271	Continued From page 1 On 10/11/2023, between 10:00 AM and 13:30 PM, a surveyor, with the Maintenance Director present, observed the following: 1. The exit pathway from the service exit to the public way has portions of pavement missing with the abrupt changes in elevation exceeding 1/2 inch. The surveyor confirmed this finding with the Maintenance Director at the time of the observation.		K 271			
K 321 SS=D	Hazardous Areas - Enclosure CFR(s): NFPA 101 Hazardous Areas - Enclosure Hazardous areas are protected by a fire barrier having 1-hour fire resistance rating (with 3/4 hour fire rated doors) or an automatic fire extinguishing system in accordance with 8.7.1 or 19.3.5.9. When the approved automatic fire extinguishing system option is used, the areas shall be separated from other spaces by smoke resisting partitions and doors in accordance with 8.4. Doors shall be self-closing or automatic-closing and permitted to have nonrated or field-applied protective plates that do not exceed 48 inches from the bottom of the door. Describe the floor and zone locations of hazardous areas that are deficient in REMARKS. 19.3.2.1, 19.3.5.9 Area Automatic Sprinkler Separation N/A a. Boiler and Fuel-Fired Heater Rooms b. Laundries (larger than 100 square feet)		K 321			

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NAME OF PROVIDER OR SUPPLIER

ORCHARD PARK REHAB & LIVING

STREET ADDRESS, CITY, STATE, ZIP CODE

**107 ORCHARD ST
FARMINGTON, ME 04938**

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K 321 Continued From page 2
c. Repair, Maintenance, and Paint Shops
d. Soiled Linen Rooms (exceeding 64 gallons)
e. Trash Collection Rooms
(exceeding 64 gallons)
f. Combustible Storage Rooms/Spaces
(over 50 square feet)
g. Laboratories (if classified as Severe
Hazard - see K322)
This REQUIREMENT is not met as evidenced
by:
Based on observation and interview, on
10/11/2023 between 10:00 AM and 13:30 PM, the
long-term care facility failed to ensure that
hazardous areas were safeguarded in
accordance with NFPA 101, Life Safety Code,
section 19.3.2.1 in one hazardous areas of 10
hazardous areas inspected in the facility. The
doors in hazard areas shall self close and latch
as part of their fire rating assembly.

Finding:

1. The soiled linen closet door hits the frame on
the top latch side, not allowing it to self close and
positively latch upon release.

This finding was confirmed with the Maintenance
Director present at the time of the observation.

K 761 Maintenance, Inspection & Testing - Doors
SS=F CFR(s): NFPA 101

Maintenance, Inspection & Testing - Doors
Fire doors assemblies are inspected and tested
annually in accordance with NFPA 80, Standard
for Fire Doors and Other Opening Protectives.
Non-rated doors, including corridor doors to
patient rooms and smoke barrier doors, are
routinely inspected as part of the facility

K 321

K 761

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K 761	Continued From page 3 maintenance program. Individuals performing the door inspections and testing possess knowledge, training or experience that demonstrates ability. Written records of inspection and testing are maintained and are available for review. 19.7.6, 8.3.3.1 (LSC) 5.2, 5.2.3 (2010 NFPA 80) This REQUIREMENT is not met as evidenced by: Based on observation, document review, and interview, on 10/11/2023 between 10:00 AM and 13:30 PM, the long-term care facility failed to inspect and test fire door assemblies in accordance with NFPA 80, Standard for Fire Doors and Other Opening Protectives, 2010 edition, section 5.2.1. Fire door assemblies shall be inspected and tested not less than annually, and a written record of the inspection shall be signed and kept for inspection by the AHJ by a certified person. NFPA 101 LSC 2012 edition sections, 19.7.6, 4.6.12 Findings: 1. The facility did not have a record of annual inspection of the fire doors completed by a certified person. The most recent door inspections were conducted on 02/10/2023, but the inspector wasn't certified. The last inspection before was 09/22/2022 by a certified inspector. 2. The 90-minute fire-rated doors in Cortland Wing are not equipped with floor strikes for the latching device at the bottom of the doors. These findings were confirmed with the Maintenance Director present at the time of the observation.	K 761			

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K 911 SS=D	Electrical Systems - Other CFR(s): NFPA 101 Electrical Systems - Other List in the REMARKS section any NFPA 99 Chapter 6 Electrical Systems requirements that are not addressed by the provided K-Tags, but are deficient. This information, along with the applicable Life Safety Code or NFPA standard citation, should be included on Form CMS-2567 Chapter 6 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to equip the generator with an emergency stop device outside the generator enclosure per NFPA 110, Standard for Emergency and Standby Power Systems, 2010 edition, section 5.6.5.6, and NFPA 99, Health Care Facilities Code, 2012 edition, Section 6.4.1.1. Finding: On October 11, 2023, between 10:00 AM and 1:30 PM, a surveyor, with the Maintenance Director present, observed the following: 1. The only generator remote emergency stop station/device is inside the generator enclosure/housing. There is no labeled remote emergency stop station/device elsewhere. The surveyor confirmed this finding with the Maintenance Director at the time of the observation.	K 911			
K 923 SS=D	Gas Equipment - Cylinder and Container Storage CFR(s): NFPA 101 Gas Equipment - Cylinder and Container Storage	K 923			

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K 923	Continued From page 5 Greater than or equal to 3,000 cubic feet Storage locations are designed, constructed, and ventilated in accordance with 5.1.3.3.2 and 5.1.3.3.3. >300 but <3,000 cubic feet Storage locations are outdoors in an enclosure or within an enclosed interior space of non- or limited- combustible construction, with door (or gates outdoors) that can be secured. Oxidizing gases are not stored with flammables, and are separated from combustibles by 20 feet (5 feet if sprinklered) or enclosed in a cabinet of noncombustible construction having a minimum 1/2 hr. fire protection rating. Less than or equal to 300 cubic feet In a single smoke compartment, individual cylinders available for immediate use in patient care areas with an aggregate volume of less than or equal to 300 cubic feet are not required to be stored in an enclosure. Cylinders must be handled with precautions as specified in 11.6.2. A precautionary sign readable from 5 feet is on each door or gate of a cylinder storage room, where the sign includes the wording as a minimum "CAUTION: OXIDIZING GAS(ES) STORED WITHIN NO SMOKING." Storage is planned so cylinders are used in order of which they are received from the supplier. Empty cylinders are segregated from full cylinders. When facility employs cylinders with integral pressure gauge, a threshold pressure considered empty is established. Empty cylinders are marked to avoid confusion. Cylinders stored in the open are protected from weather. 11.3.1, 11.3.2, 11.3.3, 11.3.4, 11.6.5 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to maintain Gas	K 923			

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K 923	Continued From page 6 Equipment - Cylinder and Container Storage per NFPA 99, Healthcare Facilities Code, 2012 Edition, Section 11.3.1, 11.3.2, 11.3.3, 11.6.5.2 On October 11, 2023, between 10:00 AM and 1:30 PM, the surveyors, with the Maintenance Director, observed the following: Findings: - Oxygen storage closet in August Wing physical therapy room has oxygen storage greater than 300 cubic feet. Observation at time of inspection was 16 E cylinders totaling 384 cubic feet. - The oxygen storage is not located in a 1-hour fire-rated room. - There is no markings designating and separating tanks whether they are full or empty. - The oxygen storage is stored within 5 ft of combustible storage. - Oxygen tanks were not segregated full cylinders from empty cylinders. The surveyor confirmed these findings with the Maintenance Director at the time of the observation.	K 923			

SOD-POC Addendum
Annual Life Safety Survey
Orchard Park Rehabilitation & Living Center

October 19, 2023

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BY: _____

K271- The exit pathway from the service exit to the public way has portions of pavement missing with abrupt changes in elevation exceeding ½ inch.

- The exit pathway from the service exit shall be repaired with no portions of pavement missing and be free from abrupt changes in elevation. A contract to pave the surface from the service exit to the public way obtained, and approved 10/18/2023.
- Other exits will be reviewed to ensure they are free of missing pavement and will be repaired as soon as able, if identified.
- Audits will be conducted by the Maintenance Director, or designee, with the findings of the audits reported to the Facility's Quality Assurance Committee for the next 6 months.
- Completion Date: November 15th, 2023.

K321- The soiled linen closet door hits the frame on the top latch side, not allowing it to self-close and positively latch upon release.

- Made accommodations to ensure proper self closing and positive latch upon release on soiled linen closet door. Soiled Utility Door repaired on.
- Other doors will be reviewed to ensure they self-close and positively latch upon release; these doors will be repaired, as soon as possible, if identified.
- Audits will be conducted by the Maintenance Director, or designee, with the findings of the audits reported to the Facility's Quality Assurance Committee for the next 6 months.
- Completion Date: November 15th, 2023

K761- The facility did not have a record of annual inspection of the fire doors completed by a certified person.

- A) Maintenance Director to complete training for NFPA 80 door inspection certification. Completed 10/18/2023. Certificate attached.
- B) Fire doors will be inspected and test fire door assemblies, and a written record of the inspection will be signed and kept. To be completed by November 15th, 2023.
- The 90 minute fire-rated doors in Cortland wing will have 1 set of fire pins installed by Exactitude, as soon as vendor is able to complete the work. Proposal Attached.
- Audits will be conducted by the Maintenance Director, or designee, with the findings of the audits reported to the Facility's Quality Assurance Committee for the next 6 months.
- Completion Date: November 15th, 2023

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K911- The facility failed to equip the generator with an emergency stop device outside of the generator enclosure.

- Electrical Systems of Maine to install emergency stop device. See attached quote.
- Work to be completed as soon as part available and vendor able to complete the work.
- Completion Date: November 15th, 2023 or as soon after as able.

K923-The facility failed to maintain gas equipment-cylinder and container storage.

- A) Facility removed 4 E cylinders from Oxygen storage closet in Cortland wing. Completed 10/18/2023.
- B) Facility designated and marked separated areas for storing full tanks vs. empty tanks. Completed 10/17/2023. Oxygen tanks are segregated full cylinders from empty cylinders. Completed 10/17/2023.
- Maintenance Director or designee will audit weekly to ensure proper storage of separate cylinders, with the findings of the audits reported to the Facility's Quality Assurance Committee for the next 6 months.
- Completion Date: November 15th, 2023

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EXACTITUDE

A DIVISION OF THE ROCK & BOWEN COMPANY, LLC

12 Sky View Drive
Cumberland Foreside, ME 04110
Phone: 207-829-8631
Fax: 207-781-2059

59 Banair Road
Bangor, ME 04401
Phone: 207-942-3411
Fax: 207-942-3385

Date: October 18, 2023
Customer: North Country Associates
Attn: Ernie Poirier
Salesman/Project Mgr.: Nate Waring

Project: Orchard Park Fire Pins
Location: Farmington, ME

We Propose to Furnish and Install the Following Materials:

(1) Set of Fire Pins for Existing Pair of Door

Furnished only: \$180.00

Install on a T&M Basis of \$108.00 an Hour (no more than 8 hour day w/ travel)

Accepted By: _____

Date: _____

10/18/23

TERMS: 30 DAYS NET - NO RETENTION

Hardware Consultants | Precision Systems Integrations | Precision Millwork | East Coast Custom Doors

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ARTICLE III: COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work to be performed under this Contract within 10 days from the execution of this Contract, and shall satisfactorily complete the work no later than November 20, 2023 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 (10) 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 \$1,020.00 NTE
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: [Signature]
 It's _____ - Duly Authorized

State or Federal I.D. No. _____

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BY: _____

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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BY: _____

- 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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BY: _____

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.

RECEIVED

BY: _____

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.

OCT 24 2015

1.10 Provision for Owner.

BY: _____

- A. Utilities. Owner will permit the Contractor to use at no cost to Contractor existing utilities such as lights, heat, power, and water necessary to the carrying out the completion of work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering, and furniture as necessary.
- B. Owner's right to stop the work. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
- C. Owner's right to carry out the work. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- D. Property insurance. The Owner shall purchase and maintain property insurance upon the entire work at the site to its full insurable value. This insurance shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief, to the extent such coverages are available to Owner from a qualified insurer.

1.11 Contract Documents.

- A. Contract Documents. The Contract Documents shall be coordinated so that any work shown on the drawings and not described in the specification, and vice-versa, shall be executed in the same manner as though mentioned in the specifications as shown.
- B. Contract Documents. The contract includes the Bid and Proposal, the Agreement and General Conditions, the Drawings and Specifications (as required), and/or the Scopes of Work and Supplementary Documents (as required). The intent of these documents is to fully and accurately describe the construction, the design, and all labor, materials, equipment, facilities, incidentals, and service of every kind necessary for the proper execution and completion of the work, and the terms and conditions of payment.

1.12 Site Inspection.

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

RECEIVED

SEP 29 1988

BY: _____

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.
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- C. Show performance characteristics and capacities.
- D. Show wiring diagrams and controls.

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- 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.

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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.
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OCT 14 2011

BY: _____

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

B. Intermediate Compliance Inspections:

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

1.17 Arbitration.

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

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

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

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

JUL 24 1983

- (3) The Final Inspection including everything necessary ^{BY} 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.

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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.

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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.

RECEIVED

2023 OCT 23

CONSTRUCTION AGREEMENT

BY: _____

THIS AGREEMENT, made this 19th Day of Oct. 2023 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 Exactitude 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 107 Orchard Street Farmington Me. Known as Orchard Park Rehab & Living Center

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

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

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

ARTICLE I: STATEMENT OF WORK

The Contractor shall furnish all labor, materials, supplies, machinery, equipment, and services, and shall perform and complete in a satisfactory and workmanlike manner the following work required by the Owner/Manager as described in work write-ups, specifications, and drawings incorporated herein by reference: to provide labor and material to install Fire Rated Pins for (1) pair of double egress doors as per your proposal dated Oct 18 2023

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

JUN 14 1964

- 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 Warranty. 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.

10/24/20

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.

RECEIVED

OCT 14 2023



NATIONAL FIRE PROTECTION ASSOCIATION

BY: _____

CERTIFICATE OF COMPLETION

2016 NFPA 80: Inspection, Testing, and Maintenance
of Swinging Fire Door Assemblies Online Training

DAVID KRZYSZTOFIK

Completion Date: October 18, 2023
CEUs: .1 or 1 hour



A handwritten signature in black ink, reading "Jim Pauling".

President, National Fire Protection Association

IT'S A BIG WORLD. LET'S PROTECT IT TOGETHER.™

RECEIVED

OCT 24 2023

CONSTRUCTION AGREEMENT

BY: _____

THIS AGREEMENT, made this **20th day of Oct, 2023** 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 107 Orchard Street Farmington Me. Known as Orchard Park 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 install a Emergency stop switch to the existing generator as per your proposal dated 10/18/2023

ARTICLE II: CONTRACT DOCUMENTS

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

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

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

RECEIVED

BY: _____

ARTICLE III: COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work to be performed under this Contract within 30 days from the execution of this Contract, and shall satisfactorily complete the work no later than November 1, 2023. If the Contractor is unable to complete any portion of the work due to inclement weather or other conditions beyond the control of the Contractor, this completion date may be extended by up to one (1) ten day period, provided the extension is agreed to, in advance, by both the Owner/Manager and the Contractor.

ARTICLE IV: CONTRACT PRICE

The Contractor shall furnish all the materials and do all the work described herein in accordance with the provisions of this Contract for the total sum of \$4,350.00

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. _____

RECEIVED

5/17/11

GENERAL CONDITIONS

BY: _____

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



RECEIVED

Hello, this is your estimate

Location: 107 Orchard Street, Farmington, ME, 04938

BY: _____

ESTOP

Your Price

\$692.00

Accepted

Summary

PROVIDE AND INSTALL E-STOP ON THE OUTSIDE OF THE GENERATOR ENCLOSURE.

ESTOP INSTALLATION

Your Price

\$692.00

INSTALL ESTOP TO SATISFY CODE REQUIREMENTS

Subtotal

\$692.00

Total

\$692.00

Approved
10/19/23 E.P. NCA

RECEIVED

CONSTRUCTION AGREEMENT

BY:

THIS AGREEMENT, made this **20th day of Oct, 2023** 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 107 Orchard Street Farmington Me. Known as Orchard Park 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 install a Emergency stop switch to the existing generator as per your proposal dated 10/18/2023

ARTICLE II: CONTRACT DOCUMENTS

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

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

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

RECEIVED

ARTICLE III: COMMENCEMENT AND COMPLETION OF WORK BY: _____

The Contractor shall commence the work to be performed under this Contract within 10 days from the execution of this Contract, and shall satisfactorily complete the work no later than 11/16/2023. 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 (10) 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 \$692.00

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. _____

RECEIVED

BY: _____

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.

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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.

1.10 Provision for Owner.

BY: _____

- A. Utilities. Owner will permit the Contractor to use at no cost to Contractor existing utilities such as lights, heat, power, and water necessary to the carrying out the completion of work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering, and furniture as necessary.
- B. Owner's right to stop the work. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
- C. Owner's right to carry out the work. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- D. Property insurance. The Owner shall purchase and maintain property insurance upon the entire work at the site to its full insurable value. This insurance shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief, to the extent such coverages are available to Owner from a qualified insurer.

1.11 Contract Documents.

- A. Contract Documents. The Contract Documents shall be coordinated so that any work shown on the drawings and not described in the specification, and vice-versa, shall be executed in the same manner as though mentioned in the specifications as shown.
- B. Contract Documents. The contract includes the Bid and Proposal, the Agreement and General Conditions, the Drawings and Specifications (as required), and/or the Scopes of Work and Supplementary Documents (as required). The intent of these documents is to fully and accurately describe the construction, the design, and all labor, materials, equipment, facilities, incidentals, and service of every kind necessary for the proper execution and completion of the work, and the terms and conditions of payment.

1.12 Site Inspection.

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

RECEIVED

DATE

1.13 Verification of Measurements.

BY: _____

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

1.14 Shop Drawing Where Required are as Follows.

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

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

1.15 Communications.

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

1.16 Inspection Procedures.

A. Architect Compliance Inspections:

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

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

- (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.