

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONSTRUCTION CONTRACT**

Agency (CAA):	CAA Technician Name:
CAA Address:	CAA Technician Phone:
Applicant Name:	CAA Technician Email:
Property:	Co-Applicant Name:
Contractor:	Contractor Address:
Contract Amount:	Contract Date:

This Construction Contract ("Contract") is based on the Maine Attorney General's model contract for home construction, repair, or remodeling drafted by the Public Protection Unit of the Maine Attorney General in an attempt to meet requirements of 10 M.R.S.A. §§ 1486-90, Home Construction Contracts. Neither the Maine Attorney General nor the Home Accessibility and Repair Program ("Program") guarantees that this Contract satisfies all legal requirements.

## **1. PARTIES TO THIS CONTRACT**

This Contract is between the above-named "Applicant" and "Contractor."

## **2. LOCATION OF WORK**

Contingent upon receipt of funds, the Applicant intends to rehabilitate the above-named "Property."

## **3. CONTRACT PRICE**

The Contract price as set forth in the Contractor's bid is \$\_\_\_\_\_ all in accordance with the estimate, plans, and specifications which are attached hereto as Exhibit A and expressly incorporated herein by reference and made a part hereof. **If Applicant does not receive financing to cover the cost of the Contractor's bid, this Contract is null and void.**

## **4. COMMENCEMENT AND COMPLETION DATES**

- a. Start Date: Contractor shall start work on or about \_\_\_\_\_.
- b. End Date: The Contractor shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to \_\_\_\_\_.
- c. It is further agreed that failure of the Contractor to perform any work under this Contract for a period of five (5) consecutive working days at any time after commencement of the work, without written consent of Applicant, shall constitute a breach of the Contract; and Applicant may, by written notice terminate his/her obligations hereunder and Contract for or otherwise effect the completion of any of the work then uncompleted by the Contractor and/or assess liquidated damages in the amount of \$50.00 per day for every working day that Contractor is not at the site without Applicant approval until such time the Contract is terminated.
- d. Any liquidated damages recovered shall be applied as a principal reduction to the outstanding balance of the loan or if a grant shall be refunded to Maine State Housing Authority (MaineHousing). Applicant may set-off against the Contract price the cost and expenses of completing such work. In the event Applicant has at the time of the breach and termination paid to Contractor an amount in excess of the fair value of the work then completed, Contractor shall refund to Applicant promptly upon demand an apportioned amount of the total sum paid by Applicant subject to the Resolution of Disputes provision of Section 14 below.

## **5. METHOD OF PAYMENT**

The above-named "Escrow Agent" is holding the funds for the performance of this Contract. Contractor and Applicant agree to comply with the terms of a *Construction Escrow Agreement* between the Escrow Agent, the Contractor and Applicant of near or even date herewith. Contractor shall be compensated for services in accordance with said *Construction Escrow Agreement*.

## **6. ACCESS TO CONTRACTOR'S RECORDS**

Applicant and the Escrow Agent shall be afforded access at all times to inspect the work and they may at times inspect Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this Contract. Contractor shall preserve all such records for a period of two (2) years after final payment hereunder.

## **7. LIENS**

Contractor agrees to keep the Property free from recorded mechanics' liens arising out of this Contract. As a condition to receiving final payment hereunder, Contractor shall deliver to Applicant a complete release of all liens arising out of this Contract.

## **8. WARRANTIES**

The Contractor provides the following express warranty:

**Contractor warrants all work for a period of one year.**

In addition to any additional warranties agreed to by the parties, the Contractor warrants that the work will be free from faulty materials, constructed according to the standards of the building code applicable for this location, constructed in a skillful manner, and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this Contract.

## **9. PERMITS AND FEES**

Contractor shall comply with all applicable building, zoning, environmental, and land use laws, regulations, and ordinances. Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the municipality where work is being performed and the State of Maine. Contractor shall at his/her own expense secure and pay fees or charges for all permits required for the performance of the work. Contractor shall provide copies of such notices and permits to the Applicant and the Escrow Agent.

## **10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold Applicant, Escrow Agent, and MaineHousing harmless for liability for any bodily injury, property damage or other claims or demands of third parties resulting from performance of the work by Contractor. Contractor shall obtain, maintain and furnish evidence of general commercial liability insurance coverage in an amount no less than \$2,000,000 aggregate coverage and \$1,000,000 for each occurrence for bodily injury, death and property damage arising out of the work to be performed by Contractor and shall procure any worker's compensation insurance required by law.

## **11. RELEASE AND HOLD HARMLESS**

Applicant agrees to assume all risk of injury, harm or damage to his/her person or property which may arise as a result of the performance of the Contract by Contractor and does hereby release and agree to indemnify and hold harmless MaineHousing, the CAA, their agents, officers and employees from any and all liability actions, damages and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the Contract, the Contractor's performance of the Contract and/or Applicant's participation in the Program.

## **12. COOPERATION**

Applicant shall cooperate with Contractor to facilitate performance of the work, including the reasonable movement of rugs, coverings and furniture. Applicant will allow Contractor reasonable access to the premises to perform the work and will cooperate with the Contractor in coordinating access. Contractor recognizes that the premises may be occupied during the course of the work and Contractor agrees to make reasonable efforts to lessen the inconvenience occasioned to the occupants during work to the extent possible, including, but not limited to, the keeping of the premises clean and orderly during the course of the work. Applicant shall permit Contractor to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of the Applicant.

## **13. CHANGE ORDERS**

Any alteration or deviation from the contractual specifications presented in Exhibit A require a written *Change Order* approved and signed by the Escrow Agent, the Contractor and the Applicant prior to Contractor performing any additional work.

## **14. RESOLUTION OF DISPUTES**

Disputes between the Applicant and the Contractor may arise from time to time during the life of the rehabilitation project. Under Maine law 10 M.R.S.A. §§1487 (8), the parties to a home construction contract may agree to settle disputes arising under the contract by jointly paying for one of the following: **Please select one of the following options:**

binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences. If selected: **Client initials** \_\_\_\_\_ **Contractor initials** \_\_\_\_\_

The Program that finances this work requires disputes to be resolved in accordance with the above selected option.

## 15. ADDITIONAL PROVISIONS

- a. The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.
- b. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, age, physical or mental disability, or familial or marital status and in the case of employment, genetic information or national origin. Contractor will take affirmative action to ensure that employees and applicants for employment are treated during employment without regard to their race, color, religion, sex, ancestry, age, physical or mental disability, or familial or marital status and in the case of employment, genetic information or national origin.
- c. The Contractor, by execution of this Contract, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- d. **NOTE:** If this Contract is being used by contractors who sell door to door it must meet any applicable requirements of 32 M.R.S.A. §§ 4661-4671, Consumer Solicitation Sales Act; 32 M.R.S.A. §§ 14501-14512, Door to Door Home Repair Transient Sellers; and 9-A M.R.S.A. §§ 3-501-3-507; Home Solicitation Sales, including a description of the consumer's right to avoid the Contract. If this Contract includes installation of insulation in an existing residence it must contain a detailed description of the insulation as required by 10 M.R.S.A. § 1482. If this Contract includes construction of a new residential building or a new addition to an existing residence, it must contain a statement that 10 M.R.S.A. §§ 1411-1420 establishes minimum energy efficient building standards for new residential construction, and whether this building or addition will meet or exceed those standards.

## 16. TERMINATION

This Contract may be terminated by written agreement of the Contractor, Applicant and Escrow Agent. Additionally, this Contract will terminate in the event that the Home Accessibility and Repair Program Grant Agreement, executed by the Applicant, is terminated. In the event of termination of this Contract, Contractor will only be entitled to payment for undisputed work completed prior to the effective date of the termination.

## 17. ASSIGNMENTS

Contractor shall not assign the benefits of the Contract nor delegate its duties thereunder without written consent of Applicant and Escrow Agent.

## 18. MAINE ATTORNEY GENERAL ADVISORY

Applicants are strongly advised to visit the Maine Attorney General's publicly accessible website to obtain current information on how to enforce their rights when constructing or repairing a home at:

[http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27919](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27919) or contact the Attorney General's Office by mail or phone at 6 State House Station, Augusta, ME 04333 (207) 626-8800 / TTY # (207) 626-8865.

[http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27919](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27919) or contact the Attorney General's Office by mail or phone at 6 State House Station, Augusta, ME 04333 (207) 626-8800 / TTY # (207) 626-8865.

## 19. JOB SPECIFICATIONS CERTIFICATION

The attached *Job Standards and Specifications* pertain to the *Construction Contract* between the following Applicant(s) and the Contractor:

### CONTRACTOR:

The undersigned Contractor certifies that he/she has performed an on-site pre bid walk-thru and has reviewed and agrees to perform the work described in the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by MaineHousing.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name (*printed*)

### APPLICANT:

The undersigned Applicant(s) certifies that he/she has participated in the development of the attached *Job Standards and Specifications* (Appendix A to the *Construction Contract*). After careful review, the Applicant(s) understand and accept the work described. Only the work listed in the attached *Job Standards and Specifications* will be performed. ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by MaineHousing.

**Signed by all owners of the property:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

## 20. AUTHORIZED SIGNATURES

### Applicant

**Signed by all owners of the property:**

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Applicant Signature

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Date

---

Co-Applicant Signature

---

Date

### Contractor

---

Contractor Representative Signature

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Date

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Contractor Representative Name

### Escrow Agent

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Signature of Escrow Agent Representative

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Date

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Escrow Agent Representative Name

## CONTRACT ADDENDUM MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

**Contractors Are Not Licensed – Buyer Beware!**  
Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town’s code officials before you begin construction. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to <http://www.maine.gov/pfr/>

### Always Check Contractors References

The Attorney General receives more complaints about home contractors than about almost any other business. We **strongly** recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

You can also call the Attorney General’s Consumer Protection Division at 1-800-436-2131. The Better Business Bureau also provides information on companies. Go to [www.bosbbb.org](http://www.bosbbb.org) or call (207) 878-2715.

### Home Contractors the State Has Sued

In the recent past the State has successfully sued and/or obtained civil judgments against the following home contractors for poor workmanship or failure to complete jobs: *State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC; In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson; State of Maine v. Joel David Poirier; State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.; State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes; State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction; State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais); State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders Inc.; State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.; State of Maine v. Albert H. Giandrea d/b/a AG’s Home Quality Improvements, Inc.; State of Maine v. Al Verdone; State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, and MT Construction, Inc.;*

### **Written Contracts Are Required**

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model contract that meets State law can be found in Chapter 18 of the Maine Attorney General's Consumer Law Guide. Go to [http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27938](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938)

### **Be Careful with Construction Loans**

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

### **Home Contractors Complaints Received by the Attorney General**

For a listing of home contractors the Attorney General's Consumer Mediation Service has received complaints against, go to:

<http://www.maine.gov/ag/consumer/complaints/index.shtml>

*State of Maine v. Thomas Cuccia; State of Maine v. Noah Stanley and NS Paving, LLC; State of Maine v. Justin Parker; State of Maine v. Lushie Stanley and Commercial Paving of Maine, Inc.; State of Maine v. Ervin Morrison II et al.; State of Maine v. National Bath Systems, LLC d/b/a Bath Fitter; State of Maine v. Lawerence Ryea d/b/a Purvis Paving, Inc.; State of Maine v. Scott LeClair et al.; and State of Maine v. Home Depot U.S.A., Inc. and THD At Home Services, Inc. Maine District Attorneys have obtained criminal theft convictions against home contractors Malcolm Stewart (State of Maine v. Castle Builders, Inc. et al (PDF)), Harold Soper (State of Maine v. Harold Soper (PDF)), and Mikel Tuttle (State of Maine v. Mikel W. Tuttle (PDF)). Even when civil or criminal lawsuits have been successful, the State has been unable to collect a significant portion of the court-ordered payments because the builders are bankrupt, judgment-proof, or have left the state. Therefore, we strongly recommend that you research a contractor's record before you begin any construction project.*

### **Your Home Construction Rights**

Chapter 17 of the Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to [http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27938](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27938)

**As of September 1, 2006, this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A**

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
CONSTRUCTION ESCROW AGREEMENT**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Property: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

## **1. PARTIES TO THIS AGREEMENT**

This Agreement is between the above-named Applicant, Contractor and Escrow Agent.

## **2. AGREEMENT DATE AND AMOUNT**

This Agreement is entered into on \_\_\_\_\_ in conjunction with the following funds ("Escrowed Funds"):

<b>Home Accessibility and Repair Program Grants</b>	
Home Repair	\$
Older Adult Home Repair	\$
Emergency Home Repair	\$
Emergency Manufactured Home Repair	\$
Accessibility	\$

  

<b>GRANT AWARD</b>	\$
Other Funding Contribution	\$
<b>PROJECT TOTAL</b>	<b>\$</b>

## **3. DEPOSIT**

The Applicant has deposited \$ \_\_\_\_\_ (the "Escrowed Funds") with the Escrow Agent for work described in *Appendix A* to a *Construction Contract* for near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor and the Escrow Agent (the "Work"). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

## **4. USE OF FUNDS**

The Escrowed Funds will be held by the Escrow Agent for work described in the *Job Standards and Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the Applicant and the Contractor as may be modified by *Change Orders* executed by the Applicant, the Contractor, and the Escrow Agent (the "Work"). The Applicant and the Contractor agree to comply with the terms of the *Construction Contract* which is incorporated herein.

## **5. AUTHORIZATION**

Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this Agreement. **Provided however, if Applicant and Escrow Agent do not receive financing to cover the cost of Contractor's price, this Agreement is null and void.**

## **6. DISBURSEMENTS**

The Escrow Agent shall withhold a minimum of ten percent (10%) of the Escrowed Funds until all Work has been completed to the satisfaction of the Escrow Agent and the Applicant. The Escrow Agent shall not make any disbursements until the Contractor has provided the Escrow Agent and Applicant with copies of any required permits. The Escrow Agent shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Applicant, (c) inspected by the Escrow Agent, and (d) approved by the Escrow Agent. For each requisition the Contractor shall submit invoices for materials and the portion of the Work completed through the date of the requisition and lien waivers from all subcontractors who performed any of the Work through the date of the requisition. The Escrow Agent shall withhold final payment until the Escrow Agent has received a certificate of occupancy from the municipality where the Work was performed, if applicable, and has conducted a final inspection of the Work and certified that the Work is complete.

## 7. CHANGE ORDERS

The Escrow Agent will not pay for any work beyond that called for in the original *Construction Contract* unless a written *Change Order* has been approved and signed by the MaineHousing, Escrow Agent, the Contractor, and the Applicant. The Escrow Agent may require additional funds to be deposited into the Escrowed Funds to pay for increased costs so that at all times there remain sufficient Escrowed Funds to pay for the Work.

## 8. DISPUTE RESOLUTION

The Contractor and the Applicant will notify the Escrow Agent of any disputes between them. The Escrow Agent shall, within fifteen working days from receipt of a complaint, organize an informal meeting with the Applicant and the Contractor. The Home Repair Program may inspect any of the work at any time and may participate in any informal meeting. If the informal conference produces a resolution to the dispute, the Escrow Agent shall prepare and the Contractor and Applicant shall sign a document that plainly states the agreed upon resolution. If the meeting does not result in a resolution, the Escrow Agent shall document the results of the meeting and how the parties disagree. If the Escrow Agent, the Contractor, and the Applicant cannot come to a resolution of the matter, then the issue shall be resolved in accordance with the dispute resolution choice agreed upon in the Construction Contract. The Escrow Agent is responsible for arranging the dispute resolution in accordance with the choice the parties agreed upon in the Construction Contract. The Escrow Agent will keep MaineHousing updated on the progress of the dispute resolution.

The Applicant and Contractor shall be responsible for splitting the cost of the dispute resolution choice agreed upon in the Construction Contract. The parties will each pay their own attorneys' fees and other costs.

## 9. MECHANICS LIENS

The Escrow Agent assumes no liability for mechanics liens filed in connection with any of the work. This Agreement is duly executed by the parties set forth below.

## 10. REMAINING PROCEEDS

If there are Escrowed Funds remaining after final payment, those funds shall be returned to the provider of the unexpended funds.

## 11. BREACH OF TERMS

The Owner understands that the labor and materials outlined in the Job Standards and Specifications in the Construction Contract and this Agreement will be provided to the Owner at no cost. The Owner further understands that if the Owner fails to comply with the terms of the Construction Contract, the Grant Agreement, or this Agreement, refuses to allow the contractor to complete the work outlined in the Job Standards and Specifications, refuses to allow the contractor or CAA to access the home, or exhibits behavior that threatens the health, safety or welfare of the CAA, contractor or any third-party staff, the Owner will be in breach of the terms and may be required to repay the Escrowed Funds in an amount equal to the cost of the HARP improvements. If a breach occurs, this Agreement will terminate, Notice will be provided to the Owner by CAA or MaineHousing and Owner will be required to repay amounts owed within sixty (60) days of receipt of the Notice. In the event of termination of this Agreement, Contractor will only be entitled to payment for undisputed work completed prior to the effective date of the termination.

## 12. MISCELLANEOUS

If any part of this Agreement is held to be unenforceable or void, such fact shall not affect the validity or enforceability of the remaining parts of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

### Applicant (Owner)

Applicant Signature	Date
Co-Applicant Signature	Date

### Contractor

Contractor Representative Signature	Date
Contractor Representative Name	

### Escrow Agent

Signature of Escrow Agent Representative	Date
Escrow Agent Representative Name	

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
GRANT AGREEMENT**

Agency (CAA): \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

Applicant Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

Grant Amount: \$ \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Grant Agreement Date: \_\_\_\_\_

1. **PARTIES TO THIS AGREEMENT:** This Grant Agreement is between the above-named Applicant(s) ("Grantee") and Community Action Agency (CAA).
2. **FUNDS:** CAA will provide the Grant Amount referenced herein to the Grantee from the Home Accessibility and Repair Program funded by the Maine State Housing Authority (Grant Funds), effective on the above-referenced Agreement Date, as follows:

Grant Funds	
Home Repair	\$ _____
Older Adult Home Repair	\$ _____
Emergency Home Repair	\$ _____
Emergency Manufactured Home Repair	\$ _____
Accessibility	\$ _____
<b>TOTAL GRANT FUNDS</b>	<b>\$ _____</b>

3. **USE OF FUNDS:** The Grant Funds will be used to pay for the work described in the Construction Contract executed by the Grantee and a Contractor and approved by CAA. Any change to the work outlined in the Construction Contract requires a written Change Order approved by the Contractor, the Grantee, and CAA. Grantee acknowledges that the Grant Funds are to be used for necessary health and safety repairs including accessibility repairs and that these funds cannot be used for cosmetic or non-health and safety related repair.
4. **DISBURSEMENTS:** CAA will hold the Grant Funds in an escrow on behalf of Grantee and make payments to the contractor in accordance with the Construction Escrow Agreement.
5. **COOPERATION/TERMINATION:** The Owner agrees to allow the contractor and CAA reasonable access to the home to perform the work and will cooperate with the contractor and CAA in coordinating access. The Owner understands that the labor and materials outlined in the Job Standards and Specifications in the Construction Contract and Escrow Agreement will be provided to the Owner at no cost. The Owner further understands that if the Owner fails to comply with the terms of the Construction Contract or Escrow Agreement, refuses to allow the contractor or CAA access to the home, refuses to allow the contractor to complete the work outlined in the Job Standards and Specifications, or exhibits behavior that threatens the health, safety or welfare of the CAA, contractor or any third-party staff, the Owner will be in breach of the terms of this Grant Agreement. If breach occurs, Owner understands that this Grant Agreement may be terminated, and Owner will be required to repay the Grant Funds in an amount equal to the cost of the HARP improvements. In the event that this Grant Agreement is terminated, the Construction Contract and Construction Escrow Agreement will terminate and the Owner's application will be withdrawn. Notice will be provided to the Owner by CAA or MaineHousing, and Owner will be required to repay amounts owed within sixty (60) days of receipt of the Notice.

**APPLICANT/OWNER (GRANTEE):**

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

**CAA:**

\_\_\_\_\_  
CAA Representative Signature

\_\_\_\_\_  
CAA Representative Name

\_\_\_\_\_  
Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**PRE-CONSTRUCTION CONFERENCE REPORT**

Agency (CAA): \_\_\_\_\_

CAA Address: \_\_\_\_\_  
(Street, City, State, Zip)

Applicant Name: \_\_\_\_\_

Property: \_\_\_\_\_  
(Street, City, State, Zip)

Contractor: \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**Completed by the Applicant:**

I (We), the undersigned have, on this date, participated in a pre-construction conference prior to the signing of a *Construction Contract* for the rehabilitation of my (our) Property at the above referenced address.

I (We) acknowledge that I (we) understand the terms of the *Construction Contract*, the explanation of the work to be performed by the contractor, the roles of the CAA and the Rehab Tech, and our responsibilities during the construction phase. I (We) have been given adequate explanations to our questions, if any, and are aware that assistance will be provided by CAA staff as requested. I (We) further understand and acknowledge that the Home Accessibility and Repair Program assumes no responsibilities for the work performed and does not warrant any work performed.

**Applicable to pre-1978 homes only:** I (we) further certify that I (we) have been made aware of the dangers of lead based paint, and have received a copy of *Protect Your Family From Lead in Your Home* pamphlet. I (We) understand that all children under 6 years of age must be temporarily relocated until all work is complete and dust wipe clearances are achieved. I (We) have also received a copy of the *Single Family Lead Hazard Presumption Notice*.

Applicant/Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant/Co-Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

**Completed by the Contractor:**

Building Permit required: Yes      No      If yes –copy must be placed in project file.

If No, explain how you know that a permit is not required:

Contact with local CEO Office      Other Please Explain: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the homeowner(s), Rehab Tech, and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards required by the Home Repair Program and established by the job specifications.

Contractor Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Representative Name (*printed*) \_\_\_\_\_

**Completed by the Agency:**

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

CAA Technician Signature \_\_\_\_\_

Date \_\_\_\_\_

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)**  
**LEAD-PAINT HAZARD DISCLOSURE AND PRESUMPTION NOTICE**

**Agency (CAA):** \_\_\_\_\_

**CAA Address:** \_\_\_\_\_  
(Street, City, State, Zip)

**Applicant Name:** \_\_\_\_\_

**Property:** \_\_\_\_\_  
(Street, City, State, Zip)

**Contractor:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**CAA Technician Name:** \_\_\_\_\_

**CAA Technician Phone:** \_\_\_\_\_

**CAA Technician Email:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_  
(Street, City, State, Zip)

**Contract Date:** \_\_\_\_\_

**Applicant/Owner Disclosure**

*Completed by the Applicant*

Complete both items A & B below and check appropriate box.

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead paint hazards are present in this dwelling (explain below).

Owner has no knowledge of lead-based paint and/or lead paint hazards in this dwelling.

(B) Records and reports available to the owner (check one below)

Owner has provided the CAA Lender with all available records and reports pertaining to lead-based paint and/or lead paint hazards in this dwelling (list these documents below).

Owner has no reports or records pertaining to lead-based paint and/or lead hazards in this Dwelling

I certify, to the best of my knowledge, that the information provided is true and accurate.

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Owner Signature

\_\_\_\_\_  
Date

**Presumption Notice to Owner**

*Completed by the Rehab Tech*

In lieu of performing a lead based paint inspection and risk assessment in pre-1978 homes, the U.S. Department of Housing and Urban Development (HUD) requires the person performing your Property inspection to presume that all painted interior and exterior surfaces contain lead. Any interior room containing more than two square feet of chipping or peeling paint is presumed to be a lead paint hazard. Building components such as windows with more than 10 percent of surface area containing chipping or peeling paint is presumed to be a hazard. If there is more than 20 square feet of chipping and peeling paint on the exterior of your home or more than nine square feet of bare soil that contains paint chips, these too are presumed to be a lead based paint hazards.

All information related to lead-based paint generated from participation in the Program must be submitted to any future buyer of the property. This information includes a copy of the *Single Family Lead Hazard Presumption Notice*, the *Lead Inspection* report and the *Summary of Lead Paint Hazard Reduction Activity* report.

**Types of Presumption** (check all applicable)

Lead based paint is presumed to be present

Lead-based paint hazards are presumed to be present

A copy of the pamphlet "Renovate Right: Important Lead Hazard Information for Families, Childcare Providers, and Schools" has been provided to the homeowner.

## Summary of Presumption of Lead Based Paint Hazards

Item	Location of Painted Surface Presumed to be Lead-Based Paint	Presumed to be a Lead Hazard		
<b>1. Bare Soil</b> <i>Bare soil in excess of 9 square feet and containing paint chips is presumed to be a lead hazard.</i>		Yes	No	N/A
<b>2. Lead Dust Location</b> <i>Presume visible chips and dust on floor and window sills to be a lead hazard.</i>		Yes	No	N/A
<b>3. Building Components (e.g., windows)</b> <i>If 10% or more deteriorated paint, presume to be a lead hazard.</i>		Yes	No	N/A
a. Windows & Trim		Yes	No	N/A
b. Doors		Yes	No	N/A
c. Floors		Yes	No	N/A
d. Walls		Yes	No	N/A
e. Baseboards		Yes	No	N/A
f. Exterior Siding		Yes	No	N/A
g. Exterior Porches/Steps		Yes	No	N/A
h. Other		Yes	No	N/A

### Contact person for more information about the presumption:

Contact: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

(Street, City, State, Zip)

Phone Number: \_\_\_\_\_

## Certification of Accuracy

The following parties have reviewed the information contained in the presumption notice and certify, to the best of their knowledge, that the information provided is true and accurate.

### Presumption prepared by:

CAA Rehab Tech Signature

Date

Rehab Tech Name

Date

### Signed by all owners of the property:

Applicant/Owner Signature

Date

Co-Applicant/Co-Owner Signature

Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CONTRACTOR PROGRESS REPORT**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Property: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Date: \_\_\_\_\_

Time In: \_\_\_\_\_

**COMMENTS:**

CAA Technician Signature

Date

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**CERTIFICATE OF FINAL INSPECTION**

Agency (CAA): \_\_\_\_\_

CAA Technician Name: \_\_\_\_\_

CAA Address: \_\_\_\_\_

CAA Technician Phone: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

CAA Technician Email: \_\_\_\_\_

Property: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Date: \_\_\_\_\_

I, the undersigned, hereby certify that the Contractor has satisfactorily completed the work, including all change orders, as outlined in the Construction Contract between the Applicant(s)/Owner(s) and the Contractor.

By signing this Certificate of Final Inspection,

1. The CAA Technician and Applicant(s)/Owner(s) certifies that the completed work is satisfactory and is in accordance with the agreed upon project specifications; and
2. The Applicant(s)/Owner(s) certify that he/she received all product warranty information from the Contractor and/or manufacturer.
3. The Applicant(s)/Owner(s) acknowledge that he/she received a Client Satisfaction Survey card which provides an opportunity to provide MaineHousing with information about his/her experience with the Home Accessibility and Repair Program Assistance Program.

Furthermore, by checking the box below, the CAA Technician certifies that the home meets applicable rehabilitation standards.

I certify that the house meets applicable rehabilitation standards.

---

CAA Technician Signature

---

Date

---

Applicant/Owner Signature

---

Date

---

Co-Applicant/Co-Owner Signature

---

Date

**HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
CONTRACTOR PAYMENT REQUEST**

**Agency (CAA):** \_\_\_\_\_

**CAA Address:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Property:** \_\_\_\_\_

**Contract Total:** \_\_\_\_\_

**CAA Technician Name:** \_\_\_\_\_

**CAA Technician Phone:** \_\_\_\_\_

**CAA Technician Email:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

**TYPE OF PAYMENT:** Final      In Progress \_\_\_\_\_ % of work completed as outlined in the Contract.

**CONTRACTOR:**

I hereby request an inspection to receive payment # \_\_\_\_\_ for the amount of \$ \_\_\_\_\_

I certify that I have satisfactorily completed the necessary work to justify this request. Cost breakdown/itemized invoice(s) attached.

Contractor Representative Signature

Date

Contractor Representative Name

**CAA INSPECTOR:**

I hereby certify that all work is completed as indicated on the Contractor's payment request/itemized invoice and in accordance with all applicable specifications and standards. I hereby recommend approval of the payment to the Contractor in the following amount

Payment Amount      \$ \_\_\_\_\_

CAA Technician Signature

Date

CAA Technician Name

**CONTRACTOR CERTIFICATE AND RELEASE OF LIENS**

Regarding the *Construction Contract* entered into between the Applicant and Contractor identified above, for work performed on the above-referenced Property in accordance with the agreed upon project specifications, the Contractor certifies/states as follows:

1. There is due from and payable by the Applicant to the Contractor, the amount of \$ \_\_\_\_\_ pursuant to the *Construction Contract* and duly approved *Change Orders*.
2. All work invoiced under the *Construction Contract* has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the *Construction Contract*.
3. That upon receipt of the payment stated in Paragraph 1 hereof, the Contractor does hereby release the Applicant from any and all claims arising under or by virtue of this invoiced amount; provided, however, that if for any reason the Applicant does not pay in full the amount stated in Paragraph 1 hereof, the unpaid amount will become the amount which the Contractor has not released.

Contractor Representative Signature

Date

Contractor Representative Name

HOME ACCESSIBILITY AND REPAIR PROGRAM (HARP)  
**SUMMARY OF LEAD PAINT HAZARD REDUCTION ACTIVITY**

Agency (CAA): \_\_\_\_\_

**CAA Address:** \_\_\_\_\_

**CAA Technician Name:** \_\_\_\_\_

**CAA Technician Phone:** \_\_\_\_\_

**CAA Technician Email:** \_\_\_\_\_

**Applicant Name:**

**Co-Applicant Name:**

**Property:** \_\_\_\_\_

**Contractor:**

**Contract Date:**

**Date(s) of Clearance Inspection(s):**

## **Summary Report Prepared by:**

### Summary Results of Clearance Testing:

Visual inspection cleared – all work was performed in accordance with specifications.

All dust wipes samples passed.

Visual inspection and/or dust wipes samples failed.

The following list outlines those components that were treated for lead hazards. In some cases the component may have been replaced, in others, the lead paint may have been stabilized or covered. It is important to understand that not all of the lead has been removed and that many leaded surfaces may remain in the unit and the building. Lead-based paint on building components in good condition and that is maintained properly, is generally not hazardous so long as the owner or tenant does not disturb the leaded surface by sanding, scraping or otherwise remodeling or renovating. The list below summarizes where lead hazard control work was performed and the kind of treatment applied to that surface.

It is important to understand that not all surfaces containing lead-based paint are hazardous. Generally, those surfaces containing lead based paint that are chipping or peeling or are a friction or impact surface such as windows and doors represent the most significant lead hazards. Wall, ceiling, and trim surfaces containing lead-based paint in good condition are generally not hazardous unless they are sanded, scraped, or otherwise disturbed through renovations or remodeling.

Contact the CAA listed above for more information about this summary report.