

Maine State Housing Authority (MaineHousing)  
2016 HOME REPAIR PROGRAM

**PHASE 1 DOCUMENTS - BUNDLE COVER SHEET**

The Bundle contains the documents identified below. Complete this Cover Sheet and the forms will auto-populate. Click on the document name to go the document in the Bundle to edit and/or provide any missing information. Print completed documents for signatures.

Phase 1 Document Checklist	Construction Contract
Application and Information Sheet	Construction Escrow Agreement
Applicant Affidavit	Final Job Specification (cover sheet)
Statement of Release	Cost Reasonableness
Notice of Preliminary Approval	Individual Project Outline
Release and Hold Harmless	Property Inspection Form (WSD Standards)
Grant Agreement	
Drought Relief Emergency Self Certification	

The following documents are not included in the Bundle. You may find these documents on the CAA Portal.

- Job Specifications – Appendix A to Contract
- Energy Audit (if applicable)
- Lead Information Receipt (if applicable)
- Waiver Request
- Change Order
- MaineHousing Invoice
- Bid Tabulation Worksheet
- Screening Worksheet
- Request for Documents
- Income Limits Chart – 80% AMI

Provide the following data and documents will auto-populate:

**APPLICANT (OWNER - GRANTEE)**

First Name \_\_\_\_\_ MI \_\_\_\_\_  
 Last Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Daytime Telephone \_\_\_\_\_  
 Evening Telephone \_\_\_\_\_  
 Email \_\_\_\_\_

**CO-APPLICANT**

First Name \_\_\_\_\_ MI \_\_\_\_\_  
 Last Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Daytime Telephone \_\_\_\_\_  
 Evening Telephone \_\_\_\_\_  
 Email \_\_\_\_\_

**PROPERTY**

Property Street \_\_\_\_\_  
 Property City \_\_\_\_\_  
 Property State \_\_\_\_\_ Zip \_\_\_\_\_

**CAA (ESCROW AGENT)**

CAA Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Rep Name \_\_\_\_\_  
 Rep Telephone \_\_\_\_\_  
 Rep Email \_\_\_\_\_  
 Technician Name \_\_\_\_\_  
 Technician Telephone \_\_\_\_\_  
 Technician Email \_\_\_\_\_

**FUNDS**

Home Repair Grant	\$ _____
Elderly Set-Aside	\$ _____
Emergency Set-Aside	\$ _____
Emergency Drought	\$ _____
Lead Abatement	\$ _____
Weatherization	\$ _____
Owner Contribution	\$ _____
<b>PROJECT TOTAL</b>	<b>\$ _____</b>

**CONTRACTOR**

Contractor Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Contractor Rep Name \_\_\_\_\_  
 Contractor Rep Email \_\_\_\_\_

**CONTRACT**

**Contract Price** \$ \_\_\_\_\_  
**Contract Date** \$ \_\_\_\_\_  
 Project Start Date \_\_\_\_\_  
 Project Completion Date \_\_\_\_\_





List all people in the Household, their age and full-time student status.

	First Name	Last Name	Age	Full-Time Student: Y/N
1				
2				
3				
4				
5				
6				
7				

### III. HOUSEHOLD INCOME

Total household income shall include the combined gross income of all household members, excluding dependents under the age of 18 or dependents attending school on a full-time basis at the time of this Application.

List the gross monthly income under the contributing household member(s).

Write in the Name of the Household member:				
Wages/Salary (enter gross amount)	\$	\$	\$	\$
Overtime/Commissions	\$	\$	\$	\$
VA Benefits	\$	\$	\$	\$
Pensions	\$	\$	\$	\$
Annuities	\$	\$	\$	\$
Social Security	\$	\$	\$	\$
Disability Benefits	\$	\$	\$	\$
TANF/General Assistance/Other	\$	\$	\$	\$
Unemployment Benefits	\$	\$	\$	\$
Child Support/Alimony	\$	\$	\$	\$
Other (specify)	\$	\$	\$	\$
<b>Total Monthly Income</b>	\$	\$	\$	\$

### IV. ASSETS

List cash, checking, savings, CD & money market accounts as of the date of this Application.

Name of Financial Institution	Address of Financial Institution	Type of Account	Account Balance
			\$
			\$
			\$
			\$



**Acknowledgement:** I specifically acknowledge and agree that: (1) the property will not be used for any illegal or prohibited purpose or use; (2) all statements made in this Application are made for the purpose of obtaining the grant provided by the Program; (3) occupation of the property will be as a primary residence only; (4) verification or re-verification of any information contained in this Application may be made at any time by the Program from any source named in this Application, and the original copy of this Application will be retained by the Program; (5) the Program will rely on the information contained in this Application; and (6) I have a continuing obligation to amend and/or supplement the information provided in this Application, if any, of the material facts which I have represented in this Application should change prior to closing.

**Notice of Intent to Occupy:** I certify that I do not intend to sell, transfer, rent or otherwise vacate the residence listed in this application.

**Certification:** I certify that the information provided in this Application is true and correct as of the date set forth opposite my signature on this Application. I acknowledge my understanding that any intentional or negligent misrepresentation of the information contained in this Application may result in civil liability and/or criminal penalties.

**Statement of Release:** I authorize the CAA, on behalf of the Home Repair Program, to contact any employer, town official, financial institution, or other agency deemed necessary to obtain information or verification required to complete my request for housing repairs/replacement. This Statement of Release shall be valid from the date of my/our signature(s) below.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## V. DOCUMENTS THAT MUST BE INCLUDED WITH YOUR COMPLETED APPLICATION

### 1. COPY OF YOUR DEED OR BILL OF SALE FOR MOBILE HOMES

### 2. PROOF OF INCOME FOR ALL HOUSEHOLD MEMBERS

- Three (3) months most recent, consecutive pay stubs, Social Security and/or Disability benefit award letters, or other proof of income for items identified in Section III above
- Income Tax Returns from last 2 years if income is variable or from self-employment

### 3. PROOF OF LIQUID ASSETS FOR ALL HOUSEHOLD MEMBERS

- Bank statements for past three (3) consecutive months for each account
- Other asset documentation for items identified in Section IV above

### 4. COPY OF LATEST REAL ESTATE TAX BILL, SHOWING CURRENT LIABILITIES

### 5. COPY OF HOMEOWNERS INSURANCE COVERAGE INCLUDING FLOOD INSURANCE COVERAGE, IF AVAILABLE AND APPLICABLE

### 6. STATEMENT OF RELEASE

### 7. APPLICANT AFFIDAVIT

## VI. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the CAA's compliance with equal credit opportunity fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a CAA may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this CAA is required to not race and sex on the basis of visual observation or surname. If you do not wish to furnish the information requested below, please check the appropriate box below. (CAA must review the below material to assure that the disclosures satisfy all requirements to which the CAA is subject under applicable state law for the particular type of assistance applied for.)

Applicant/Owner	Co-Applicant/Co-Owner
I <u>do not</u> wish to furnish this information.	I <u>do not</u> wish to furnish this information.
Ethnicity: Hispanic or Latino Non-Hispanic or Non-Latino	Ethnicity: Hispanic or Latino Non-Hispanic or Non-Latino
Race: American Indian or Alaska Native Asian Black or African American White Native Hawaiian or Other Pacific Islander	Race: American Indian or Alaska Native Asian Black or African American White Native Hawaiian or Other Pacific Islander
Gender: Female Male	Gender: Female Male

## APPLICANT INFORMATION SHEET

This sheet describes basic program requirements and provides a list of things that an applicant needs to know before committing to a rehab grant.

### GENERAL PROGRAM INFORMATION

Maine State Housing Authority (MaineHousing) provides funding for this program through State Home funds. The program is administered by the local Community Action Agencies (CAA) where the house is located.

The CAA will take applications, perform all necessary eligibility verifications and inspect the work. **The CAA is required to authorize only that work which is necessary to make the eligible home safe. This is not a program that remodels homes for things that would be nice to have but are not necessary.** If all guidelines are met, the MaineHousing will fund a repair grant with funds being held in escrow by the CAA on behalf of the homeowner.

The type and amount of grant issued will be contingent upon the funds available, the applicant household income and/or the type of rehab needed.

- Applicants must use the home being repaired as their principal residence. Property taxes must be up to date and paid and the homeowner must be in good standing with their mortgage if there is a mortgage on the property.
- **No rehab work may be started** until the CAA notifies the homeowner that the work can begin. Homeowners will not be reimbursed for work started prior to CAA notification to begin. The homeowner may not participate in the rehab work or provide their own materials, tools, equipment or appliances.
- Inspections will be conducted by the CAA during the construction phase. MaineHousing may also inspect work from time to time and as needed.

### CONTRACTOR MINIMUM STANDARDS

The homeowner must select a contractor from CAA's pre-qualified pool of contractors. This list will be provided to all approved applicants. If the homeowner does not select a contractor from the pre-qualified list, a grant cannot be issued through this

program. Homeowners are prohibited from doing their own work.

- If the homeowner knows of a contractor they would like to use in their project, that contractor may apply to become pre-qualified for the program and he/she will have to bid on the project just like any other contractor.
- A pre-qualified contractor is a contractor who has demonstrated proof of workers compensation and liability insurance, references, assurances that the company does not appear on a state or federal debarred list, knowledge of local codes and a willingness to sign and adhere to the Attorney General's standard construction contract. **Neither the funding agency nor the CAA can guarantee the work of the contractor.**
- Homeowners should obtain proposals from more than one pre-qualified contractor, as three bids are required for each project. The CAA may offer assistance in this process. **If a contractor whose bid is higher than another is chosen, the homeowner will be responsible for paying the difference between the lowest qualified bid and the bid chosen.**

### CONTRACTS, PERMITS AND LICENSED TECHNICIANS

- The State of Maine requires many trade persons to be licensed. Common examples include plumbers, electricians, and heating system technicians. Contractors that disturb painted surfaces in pre-1978 homes must be RRP (Renovation, Repair & Paint) Certified. The contractor must provide proof of any required licensing or training. The homeowner should check to see if the contractor has obtained building permits to do the work. Some kinds of rehab do not require permits. Building permits must be displayed at the job site and copies will be kept by the CAA.
- MaineHousing requires the use of a standard construction contract based on the Maine Attorney General's model contract for home construction and repair. The CAA will provide the contract to the eligible homeowner.

## ESCROW DISBURSEMENTS

No payments will be made to the contractor until the homeowner **and** the CAA have authorized payment by signature.

## LEAD SAFE PRACTICES

MaineHousing is required to assure that rehab work is performed using lead safe practices.

- Before obtaining a repair grant, homeowners with homes built prior to 1978 will need to agree to a lead paint assessment. This may delay work under the repair grant.
- If there are children under the age of 6, temporary relocation may be necessary to perform the work. Homeowners may be required to temporarily move from their home. If lead based paint is found or presumed to be present, various measures will be performed. Grant funds **may** be available to assist the homeowner and they should the appropriate CAA for additional details.

## RESOLUTION OF DISPUTES

The Home Repair Program uses a standard procedure for resolving disputes between the homeowner and the contractor, concerning the rehab of a home. The CAA is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed contract or the performance by the parties, the homeowner should contact the CAA immediately and describe their complaint. The complaint must be submitted in writing. Failure to provide a written complaint may result in no action on the part of the CAA. If the CAA is unable to resolve the dispute, the following process will be initiated.

*Informal Conference.* The CAA will set up an informal conference to be held within fifteen (15) days from when the CAA becomes aware of the dispute. The CAA will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution, the CAA will prepare a document signed by all parties that plainly states the agreed upon resolution.

*Binding Arbitration.* A construction escrow agreement among the contractor, the homeowner, and the CAA will contain a binding arbitration clause. If the informal conference does not produce a resolution,

the CAA will issue a document stating that no resolution was reached and that the parties will participate in a binding arbitration proceeding to be held as soon as possible after the informal conference. Unless the CAA, homeowner, and contractor otherwise agree, the arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act.

## REHAB OF EXISTING HOMES IS NOT ALWAYS EASY

- Existing homes, especially older ones, tend to settle or shift over time. Shifting overtime causes windows, doors, ceilings, walls and floors to not be as “square” or level as they were when newly constructed. Homeowners should not expect that rehab will result in a perfectly square, level or smooth result when the work is completed.
- It can be stressful living in a home that is undergoing rehab. The work can be noisy and disruptive. Many contractors have a backlog of work, thus it may take several weeks to complete the work on the home.
- Use of utilities such as electricity will be required during the work. Homeowners may see an increase in electric and heating bills during rehab. Utility bills are the responsibility of the homeowner, not the contractor, the CAA or MaineHousing.
- The homeowner is responsible for securing pictures on walls, items in cabinets or on shelves that may fall when work is being conducted.
- Houses always need maintenance. It is a good idea for the homeowner to save a little each month for future repairs and maintenance.

**IF ANY SECTIONS OF THIS DOCUMENT IS NOT UNDERSTOOD OR THERE ARE QUESTIONS ABOUT THE PROVISIONS OF THE PROGRAM, PLEASE CONTACT THE CAA IN THE APPROPRIATE COUNTY/SERVICE AREA FOR CLARIFICATION BEFORE SIGNING ANY DOCUMENTS.**

Maine State Housing Authority (MaineHousing)

2016 HOME REPAIR PROGRAM

**APPLICANT AFFIDAVIT**

Each person signing this Applicant Affidavit affirms the following:

1. The property for which I am requesting a grant is located within the State of Maine at the following address:  
  
Street: \_\_\_\_\_  
Town: \_\_\_\_\_
2. The property is a single family home or a mobile home/manufactured home owned by me.
3. I occupy the property as my principal residence, i.e., not as a vacation or second home, and I do not own any other real estate or properties.
4. I do not intend to rent the property.
5. I am not currently considering selling the property, and I am not currently in the process of selling the property.
6. The income information set forth on the Application is true and correct and the information provided represents my total Gross Income, together with the Gross Income of any Co-Applicant and other household member.
7. The proceeds of the grant will be used to a) bring the home up to Warm, Safe, Dry Standards, if applicable; and b) to make essential improvements, including energy related improvements, mitigation of lead-based paint hazards; repair or replacement of major housing systems in danger of failure; and improvements necessary to permit use by persons with disabilities living at the home.
8. No proceeds of the grant will be used to compensate me, a Co-Applicant, or any other household member for labor and/or materials. I understand that no proceeds of the grant will be used to pay for the labor of any member of my family in making the improvements unless that family member owns and operates a construction business and meets the minimum contractor standards by becoming pre-qualified by the Community Action Agency and MaineHousing. I understand that as used in the preceding sentence the term "family" includes my brothers and sisters (whether by the whole or half blood) spouse, ancestors, and lineal descendants.
9. I understand that any misrepresentation or misstatement in this affidavit or any other document executed in connection with my grant will entitle MaineHousing to recoup any and all funds of said grant, and to seek other appropriate proceedings against me. I may be subject to CRIMINAL PENALTIES for any misrepresentation or misstatement.
10. I understand that MaineHousing and/or the Community Action Agency may wish to investigate or to verify the matters set forth in this Affidavit or in other documents provided in connection with the application for my grant, and I hereby permit such investigation or verification.
11. I understand that upon sufficient notice of such, MaineHousing and/or the Community Action Agency should have the right of entry to the project and the right to inspect all work done, material, equipment and fixtures furnished, installed or stored in and about the project.
12. In the case of Co-Applicants, statements made throughout this Affidavit in the singular include the plural.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date













It is further agreed that failure of 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 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 Owner approval until such time the contract is terminated. 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. 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 Arbitration provisions of Section 13 below.

**4. METHOD OF PAYMENT**

The 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 among the ESCROW AGENT, the CONTRACTOR and APPLICANT of near or even date herewith. CONTRACTOR shall be compensated for his/her services in accordance with the Construction Escrow Agreement. The ESCROW AGENT shall disburse funds only for any of the Work which is (a) completed, (b) approved by the Owner, (c) inspected by the ESCROW AGENT, and (d) approved by the ESCROW AGENT. No monies will be disbursed up front in advance of the work. A sum of ten percent of the total contract amount shall be withheld by ESCROW AGENT until completion and approval of all work.

**5. 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.

**6. 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.

**7. WARRANTIES**

The CONTRACTOR provides the following express warranty:

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

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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.

**8. 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.

## 9. INDEMNIFICATION AND INSURANCE

CONTRACTOR shall indemnify and hold APPLICANT, ESCROW AGENT, the Maine State Housing Authority 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 \$1,000,000 aggregate coverage and \$500,000 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.

## 10. COOPERATION

APPLICANT shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings and furniture. 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. **APPLICANT agrees to temporarily relocate all children under the age of six (6) years during work that disturbs lead based paint or surfaces assumed to contain lead based paint.**

## 11. LEAD-BASED PAINT HAZARDS

Work performed pursuant to this contract is subject to HUD Lead-Based Paint regulations, 24 CFR Part 35 if work is federally funded. CONTRACTOR and subcontractors performing work that disturbs lead-based paint or paint assumed to contain lead under this contract, must be trained, certified "Lead-Smart Renovators" or "Lead Abatement CONTRACTORS" as defined by the Maine Department of Environmental Protection Lead Management Regulations, Chapter 424. CONTRACTOR must wet clean and high efficiency particulate air ("HEPA") vacuum all work areas on a daily basis. CONTRACTOR must clean to achieve lead dust clearance levels required by 24 CFR Part 35 after all work is complete. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACHIEVE THE LEAD DUST CLEARANCE STANDARDS REQUIRED BY 24 CFR PART 35. IF DUST WIPE TESTING INDICATES LEAD DUST LEVELS ARE HIGHER THAN ALLOWABLE, CONTRACTOR MUST RECLEAN THE AREAS THAT FAILED AT CONTRACTOR'S EXPENSE. ALL DIRECT AND INDIRECT COSTS INCURRED BY APPLICANT AND ESCROW AGENT TO REINSPECT AND RETEST SHALL BE DEDUCTED FROM PROCEEDS DUE CONTRACTOR.** Children under the age of six years may return once lead dust clearance levels comply with 24 CFR Part 35.

## 12. CHANGE ORDERS

Any alteration or deviation from the contractual specifications presented in Exhibit A require written change order approved and signed by the ESCROW AGENT, the CONTRACTOR and the APPLICANT prior to CONTRACTOR's performing any additional work.

## 13. 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: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision; 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit; and 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The Home Repair Network Program which finances this work requires disputes to be resolved through arbitration with the parties agreeing to accept as final the arbitrator's decision. The APPLICANT and the CONTRACTOR agree to use the dispute resolution process set forth in the Construction Escrow Agreement.

## 14. ADDITIONAL PROVISIONS

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.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, 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 or national origin.

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.

**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.

**15. ASSIGNMENTS**

CONTRACTOR shall not assign the benefits of the contract nor delegate its duties thereunder without written consent of APPLICANT and ESCROW AGENT.

**16. 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/index.php?r=protection&s=construction&t> OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 STATE HOUSE STATION, AUGUSTA, MAINE 04333 (207) 626-8800 / TTY # (207) 626-8865

**APPLICANT**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CONTRACTOR**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor 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: [www.maine.gov/pfr/pfrhome.htm](http://www.maine.gov/pfr/pfrhome.htm)

## **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.

## **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 [www.maine.gov/ag/index.php?r=clg&s=chap18](http://www.maine.gov/ag/index.php?r=clg&s=chap18)

## **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/contractor\\_complaints.shtml](http://www.maine.gov/ag/consumer/contractor_complaints.shtml)

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 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. Bob Burns d/b/a Better Homes; 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.* The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper. State of Maine v. Harold Soper.*

**Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. 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/index.php?r=clg>

**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.**



#### 4. USE OF FUNDS

The Escrowed Funds will be held by the ESCROW AGENT for work described in the *Job Specifications* attached as Exhibit A to the *Construction Contract* of near or even date between the OWNER and the CONTRACTOR as may be modified by change orders executed by the OWNER, the CONTRACTOR, and the ESCROW AGENT (the "Work"). The OWNER 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 OWNER 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 OWNER. The ESCROW AGENT shall not make any disbursements until the CONTRACTOR has provided the ESCROW AGENT and OWNER 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 OWNER, (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.

*If the OWNER is receiving a Lead Grant, completed work includes the achievement of lead dust clearance levels as described by the United States Department of Housing and Urban Development Lead-based Paint Poisoning Prevention in Certain Residential Structures regulations, 24 CFR Part 35. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACHIEVE THE LEAD DUST CLEARANCE STANDARDS REQUIRED BY 24 CFR PART 35. IF DUST WIPE TESTING INDICATES LEAD DUST LEVELS ARE HIGHER THAN ALLOWABLE, CONTRACTOR MUST RECLEAN THE AREAS THAT FAILED AT CONTRACTOR'S EXPENSE. ALL DIRECT AND INDIRECT COSTS INCURRED BY OWNER AND ESCROW AGENT TO REINSPECT AND RETEST SHALL BE DEDUCTED FROM PROCEEDS DUE CONTRACTOR.*

#### 7. CHANGE ORDERS

The ESCROW AGENT will not pay for any work beyond that called for in the original Home Construction Contract unless a written change order has been approved and signed by the ESCROW AGENT, the CONTRACTOR, and the OWNER. 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 OWNER 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 OWNER 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 OWNER 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 OWNER cannot come to a resolution of the matter, then the issue shall be resolved through binding arbitration as regulated by the Maine Uniform Arbitration Act. The parties shall participate in a binding arbitration as soon as possible after the informal conference. The binding arbitration shall be in accordance with the Maine Uniform Arbitration Act unless the ESCROW AGENT, OWNER, and CONTRACTOR otherwise agree. The OWNER and CONTRACTOR shall submit all disputes or claims regardless of the extent of the Work's progress to the arbitrator. The award rendered by the arbitrator shall be final and judgment may be entered upon it in any court having jurisdiction thereof. The CAA will pay for the costs of an arbitrator and choose the arbitrator. 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. 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**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CONTRACTOR**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name

**ESCROW AGENT**

\_\_\_\_\_  
Signature of Escrow Agent Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Escrow Agent Representative Name

Maine State Housing Authority (MaineHousing)  
2016 HOME REPAIR PROGRAM

**FINAL JOB SPECIFICATIONS**

**PARTIES:** The Job Specifications (Appendix A) pertain to the *Construction Contract* between the following Applicant(s) and the Contractor:

**APPLICANT (OWNER):**

\_\_\_\_\_  
First Name MI Last Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Mailing Address

\_\_\_\_\_  
Contractor City State Zip

\_\_\_\_\_  
Contractor Telephone Number

**CO-APPLICANT (Co-OWNER):**

\_\_\_\_\_  
First Name MI Last Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**COMMUNITY ACTION AGENCY (CAA):**

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

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

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

\_\_\_\_\_  
CAA Technician Telephone

**PROPERTY:**

\_\_\_\_\_  
Property Street Property City Property State Property Zip

**CONTRACT PRICE:** \$ \_\_\_\_\_

**CONTRACT DATE:** \_\_\_\_\_

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 Specifications (Appendix A)*. The Contractor shall initial and date each page of the described specifications. ANY and ALL changes to these specifications, regardless of any cost, must be by a written *Change Order* and pre-approved by Maine State Housing Authority.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative Name Printed

The undersigned Applicant(s) certifies that he/she has participated in the development of the attached Job Specifications (Appendix A). After careful review the Applicant(s) understand and accept the work described. Only the work listed in the attached *Job Specifications (Appendix A)* 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. The Applicant(s) shall initial and date each page of the described specifications.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



Maine State Housing Authority (MaineHousing)  
2016 HOME REPAIR PROGRAM

**INDIVIDUAL PROJECT OUTLINE**

**APPLICANT:**

**COMMUNITY ACTION AGENCY (CAA):**

\_\_\_\_\_  
First Name      MI      Last Name

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

**PROPERTY:**

**CAA Technician:**

\_\_\_\_\_  
Property Street

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

\_\_\_\_\_  
Property City                  Property State      Property Zip

\_\_\_\_\_  
Technician Telephone:

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

**Cost Estimates:**                  \$ \_\_\_\_\_

**Other Project Costs:**                  \$ \_\_\_\_\_

**Contract Price:**                  \$ \_\_\_\_\_

**Administrative Fees:**                  \$ \_\_\_\_\_

**SCOPE OF WORK:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please list all sources of funding:**

Source	Amount	General Description of work to be performed
Home Repair Grant	\$	
Elderly Set-Aside	\$	
Emergency Set-Aside	\$	
Emergency Drought	\$	
Lead Abatement	\$	
Weatherization (not to exceed \$2,500)	\$	
<b>AWARD TOTAL</b>	\$	
Owner Contribution (if applicable)	\$	
<b>PROJECT TOTAL</b>	\$	

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

\_\_\_\_\_  
Date

Maine State Housing Authority (MaineHousing)  
2016 HOME REPAIR PROGRAM

**PROPERTY INSPECTION FORM**  
**WARM, SAFE & DRY STANDARDS**

**APPLICANT:**

**COMMUNITY ACTION AGENCY (CAA):**

\_\_\_\_\_  
First Name                      MI                      Last Name

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

**PROPERTY:**

**CAA Technician:**

\_\_\_\_\_  
Property Street

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

\_\_\_\_\_  
Property City                      Property State                      Property Zip

\_\_\_\_\_  
Technician Telephone:

**INSPECTION DATE:** \_\_\_\_\_

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

**PART 1 - HEALTH & SAFETY**

(MANDATORY ON EVERY WSD PROJECT)

**A. Electrical System - Risk of Electrocutation or Fire:**

- a. Bare conductors
- b. Defective/loose receptacles and switches
- c. Exposed cables and Junction boxes reachable by children
- d. Light fixtures in poor condition or w/o globes
- e. Service entrance equipment in poor condition
- f. Air splices, junction boxes w/o covers
- g. Overloaded/unprotected branch circuits
- h. Damaged cable/wire insulation
- i. Insufficient number of receptacles resulting in extension cords
- j. Lack of GFI protection at bathroom sink

ROOM	PART ITEM

**B. Plumbing System:**

- a. Sewage contamination
  - i. failed septic system (backing up or running out)
  - ii. clogged drain/sewer piping
  - iii. inadequate venting leading to dry traps
  - iv. no traps
- b. Unsafe or inadequate drinking water
  - i. contaminated well from sewage or surface water
  - ii. poor water quality
  - iii. well runs dry

- c. Leaking supply/drain piping
- d. Hot water heater
  - i. leaks
  - ii. condition

ROOM	ITEM

**C. Heating System:**

- a. Risk of fire or explosion
  - i. unsafe installation of heating appliance
  - ii. unsafe fuel storage tanks and piping
  - iii. unsafe chimneys
- b. Risk of CO poisoning
  - i. unsafe venting of heating appliance
  - ii. cracked heat exchangers, loose/damaged exhaust piping
- c. Alarm system
  - i. lack of smoke alarms
  - ii. lack of carbon monoxide monitor

ROOM	ITEM

**D. Other Hazards:**

- a. Structural
  - i. unsafe floors in danger of collapse
  - ii. tripping hazards
  - iii. ceilings or roofs in danger of collapse
  - iv. unsafe stairways, railings, and entry decks
- b. Egress in case of fire
  - i. two ways out of every room
- c. Lead paint hazards
  - i. See *Procedures Guide 5A and 7B Lead-based Paint Hazards*

ROOM	ITEM

**PART 2 - BASIC AMENITIES**

(AT DISCRETION OF HRT)

- A. Kitchen:**
  - a. Cooktop ( minimum two burners)
  - b. Oven (conventional or microwave)
  - c. Refrigerator
  - d. Sink w/hot & cold running water
  - e. Food storage area
- B. Bathroom:**
  - a. Toilet
  - b. Sink with hot & cold running water
  - c. Tub or shower stall
  - d. Ventilation - operable window or vent fan room door
- C. Lighting:**
  - a. One permanent light fixture in every room and hall
  - b. Stairways adequately illuminated
- D. Heat- reliable heating system:** Adequate capacity and distribution.
- E. Ventilation:** At least one operable window in every room.

ROOM	ITEM

**PART 3 - BUILDING DURABILITY**

(AT DISCRETION OF HRT)

- A. Water Damage:**
  - a. Roof leaking or soon to leak due to age of covering
  - b. Plumbing leaks
  - c. Wet cellar w/o sump pump and ground cover
  - d. Water leaking around doors/windows
  - e. Unprotected exterior trim
  - f. Missing or damaged siding

**B. Structural Failure:**

- a. Deteriorated support posts under floor decks
- b. Collapsed or weakened foundation walls
- c. Structurally inadequate floor and roof structures

ROOM	ITEM

**PART 4 - HEALTH & SAFETY**

(MANDATORY ON EVERY HOME REPAIR PROJECT)

- A. **Hardwired or ten year life battery smoke detectors:** All floors, including basement.
- B. **Deteriorated interior/exterior surfaces:** Paint that is peeling, chipping, chalking or cracking or **otherwise** damaged or separated from substrate must be treated and stabilized using lead safe practices as appropriate.
- C. **Lead based paint testing:** Required testing will be conducted by certified lead paint inspector.
- D. **GFCI:** All outlets in the following: bathrooms, outlets installed to serve countertops in kitchens, outdoors (covered), crawl spaces, garages, accessory buildings, sinks in areas other than kitchen where receptacles are installed within 6 feet of the outside edge of sink, unfinished basements.
- E. **Window size:** If windows are to be replaced as part of the project, they must be replaced with windows that meet acceptable egress standards. If existing windows are in good repair, but do not meet egress requirements, the inspector must: 1) inform the homeowner in writing which windows do not meet egress requirements; and 2) replace them if the homeowner specifically request replacement.
- F. **Carbon Monoxide Detectors:** Battery powered installed within 15 feet of all bedrooms.

ROOM	ITEM

## PART 5 – WEATHERIZATION ACTIVITIES

(AS APPLICABLE - AT DISCRETION OF HRT PROJECTS)

- A. **Air infiltration measures:** To address major air leakage.
  - a. Large holes in building envelope
  - b. Chimney bypass in basement or attic
  - c. Basement; box sills and bulkhead door
  
- B. **Conductive Loss Reduction:** Confirm adequate insulation levels.
  - a. Attic
  - b. Walls
  - c. Basement, crawl space
  - d. Windows and doors
  
- C. **Energy Efficiency Measures:**
  - a. Measures installed by priority as determined by the “HRP Energy Savings Calculation” spreadsheet template.
  - b. Inspect all measures to confirm they were installed per manufactures specifications and with good workmanship.

AREA	COMMENTS
Attic	
Walls	
Windows/Doors	
Basement/Crawl Space	
Other	

- D. **Post Rehab Testing:** Follow up or post blower door test.

Blower Door test                      \_\_\_\_\_ CFM50  
 Reduction                                \_\_\_\_\_ CFM50