

Maine State Housing Authority (MaineHousing)
 LEAD HAZARD REDUCTION DEMONSTRATION PROGRAM
PROJECT COVER SHEET – HEALTHY HOMES

INSTRUCTIONS: Complete this Cover Sheet and the forms contained in this Bundle will auto-populate. Adobe's bookmark feature provides users with access to each form contained in the Bundle. The Cover Sheet does not contain all the fields needed to completely populate forms. Review the forms, provide missing data and then print completed documents for signature(s). Forms not contained in the Bundle can be downloaded from the CAA Portal.

Provide the following data:

APPLICANT (OWNER)	
Company Name	_____
First Name	_____ MI _____
Last Name	_____
Mailing Address	_____
City	_____
State	_____ Zip _____
Daytime Telephone	_____
Evening Telephone	_____
Email	_____

CO-APPLICANT (CO-OWNER)	
Company Name	_____
First Name	_____ MI _____
Last Name	_____
Mailing Address	_____
City	_____
State	_____ Zip _____
Daytime Telephone	_____
Evening Telephone	_____
Email	_____

PROPERTY	
Property Street	_____
Property City	_____
Property State	_____ Zip _____
County	_____

CAA (ESCROW AGENT/ADMINISTRATOR)	
CAA Name	_____
Mailing Address	_____
City	_____
State	_____ Zip _____
Telephone	_____
Rep Name	_____
Rep Telephone	_____
Rep Email	_____
Inspector Name	_____
Inspector Telephone	_____
Inspector Email	_____
Intake Worker Name	_____
Intake Telephone	_____
Intake Email	_____

PROPERTY TYPE	
<input type="checkbox"/> Single Family	
<input type="checkbox"/> Multi-Family	# of Units _____

CONTRACT	
Contract/Grant Amount	\$ _____
Contract/Agreement Date	_____
Project Start Date	_____
Project Completion Date	_____

OWNER-OCCUPIED UNIT	
UNIT #	_____
Household Size:	_____
Maximum Eligible Income:	_____
AMI:	_____

CONTRACTOR	
Contractor Name	_____
Mailing Address	_____
City	_____
State	_____ Zip _____
Telephone	_____
Contractor Rep Name	_____
Contractor Rep Telephone	_____
Contractor Rep Email	_____
Lead Designer Name	_____
Lead Designer Telephone	_____
Lead Designer Email	_____

Maine State Housing Authority (MaineHousing)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOME INTERVENTION
CONSTRUCTION CONTRACT**

APPLICANT (OWNER):

Company Name (if applicable)

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

Email

PROPERTY:

Property Street

Property City Property State Property Zip

CONTRACTOR:

Contractor Name

Contractor Mailing Address

City State Zip

CO-APPLICANT (Co-OWNER):

Company Name (if applicable)

First Name MI Last Name

Mailing Address

City State Zip

Telephone Number

Email

COMMUNITY ACTION AGENCY (CAA):

CAA Name

CAA Mailing Address

City State Zip

CONTRACT AMOUNT: _____

CONTRACT DATE: _____

This 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 Maine State Housing Authority Lead Hazard Reduction Demonstration Grant Program guarantees that this Contract satisfies all legal requirements. This Contract also contains provisions to ensure compliance with United States Department of Housing and Urban Development (HUD) regulations regarding home rehabilitation projects financed with HUD monies.

1. PARTIES TO THIS CONTRACT

This agreement made on the Contract Date written above by and between the OWNER and the CONTRACTOR identified above.

2. LOCATION OF WORK AND CONTRACT PRICE

Contingent upon receipt of funds, the OWNER intends to rehabilitate his/her the Property and the Contract Amount identified above, as set forth in the CONTRACTOR's bid, all in accordance with the estimate, plans, and specifications (see Exhibit HH-C), which are attached hereto and expressly incorporated herein by reference and made a part hereof. *If owner does not receive financing to cover the cost of the Contractor's bid, this Contract is null and void.*

3. COMMENCEMENT AND COMPLETION DATES

The CONTRACTOR shall start work on or about _____.

The CONTRACTOR shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to _____.

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 OWNER, shall constitute a breach of the Contract and OWNER 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. OWNER may set-off against the Contract price the cost and expenses of completing such work. In the event OWNER 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 OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER subject to the Arbitration provisions of Section 13 below.

4. METHOD OF PAYMENT

The CAA identified above (the "ESCROW AGENT") is holding the funds for the performance of this Contract. CONTRACTOR and OWNER agree to comply with the terms of a Construction Escrow Agreement among the ESCROW AGENT, the CONTRACTOR and OWNER 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

OWNER 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 OWNER 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.

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 OWNER and the ESCROW AGENT.

9. INDEMNIFICATION AND INSURANCE

CONTRACTOR shall indemnify and hold OWNER, ESCROW AGENT, the Maine State Housing Authority, the United States Department of Agriculture, Rural Development, and the Maine Department of Economic and Community Development 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

OWNER 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. OWNER 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 OWNER. **OWNER agrees to work with the ADMINISTRATOR as needed 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 OWNER 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.

Check if this Contract is not federally funded or home was constructed on or after January 1, 1978 and HUD Lead-Based Paint Requirements don't apply.

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 OWNER prior to CONTRACTOR's performing any additional work.

13. RESOLUTION OF DISPUTES

Disputes between the OWNER 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 Maine State Housing Lead Hazard Reduction Demonstration Grant 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 OWNER 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 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.

PLEASE 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 OWNER and ESCROW AGENT.

16. MAINE ATTORNEY GENERAL ADVISORY

OWNERS 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/housing/home_construction.shtml OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 STATE HOUSE STATION, AUGUSTA, MAINE 04333 (207) 626-8800 / TTY #711

BY SIGNING BELOW, OWNER ACKNOWLEDGES HE/SHE HAS READ THE ATTACHED MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING ADDENDUM.

OWNER AND CONTRACTOR have duly executed this Contract at

APPLICANT (OWNER)

Signature of Applicant (Owner)

Date

Signature of Co-Applicant (Co-Owner)

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: <http://www.maine.gov/pfr/index.shtml>

Always Check CONTRACTOR 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 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 CONTRACTOR 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/housing/home_construction.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 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. CBS Enterprises (Kimberly Mark Smith and David J. Blais)*, *Default Judgment in CBS Enterprises*, *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/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.

Maine State Housing Authority (MaineHousing)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOMES INTERVENTION
CONSTRUCTION ESCROW AGREEMENT**

APPLICANT (OWNER):

Company Name (if applicable)

First Name MI Last Name

PROPERTY:

Property Street

Property City Property State Property Zip

CONTRACTOR:

Contractor Name

CO-APPLICANT (CO-OWNER):

Company Name (if applicable)

First Name MI Last Name

COMMUNITY ACTION AGENCY (CAA):

CAA Name

AGREEMENT DATE: _____

ESCROWED FUNDS: _____

This Agreement is entered into on the above written Agreement Date in conjunction with a loan from the above-referenced CAA ("Escrow Agent") to the Owner in the principal amount of the above written Escrowed Funds ("Healthy Homes Grant").

1. DEPOSIT.

The Owner has deposited the above written Escrowed Funds with the Escrow Agent for work described in the Healthy Homes Assessment and Intervention 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.

2. AUTHORIZATION.

Contingent upon receipt of funds the Escrow Agent is authorized and directed to disburse the Escrowed Funds in accordance with this agreement. *If owner and/or escrow agent does not receive financing to cover the cost of Contractor's price, this escrow agreement is null and void.*

3. DISBURSEMENTS.

The Escrow Agent shall withhold ten percent 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. 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.**

4. CHECK DISBURSEMENTS.

All disbursements shall be in the form of a check payable to the Contractor.

5. CHANGE ORDERS.

The Escrow Agent will not pay for any work beyond that called for in the original Healthy Homes Intervention 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.

6. 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 Maine State Housing Authority 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 construction industry arbitration rules of the American Arbitration Association 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 Maine State Housing Authority will pay for the costs of an arbitrator. The parties will each pay their own attorneys' fees and other costs.

7. MECHANICS LIENS.

The Escrow Agent assumes no liability for mechanics liens filed in connection with any of the Work.

8. REMAINING PROCEEDS.

If there are Escrowed Funds remaining after final payment, those funds which are the proceeds of a Lead Hazard Reduction Demonstration Grant Program Loan shall be applied as a principal reduction to the outstanding balance of the loan.

9. 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.

This Agreement is duly executed by the parties on the above written Agreement Date.

OWNER

Signature of Owner

Date

Signature of Co-Owner

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)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOMES INTERVENTION
CONTRACTOR PAYMENT REQUEST**

APPLICANT (OWNER):

CO-APPLICANT (CO-OWNER):

Company Name (if applicable)

Company Name (if applicable)

First Name MI Last Name

First Name MI Last Name

PROPERTY:

COMMUNITY ACTION AGENCY (CAA):

Property Street

CAA Name

Property City Property State Property Zip

CONTRACTOR:

Contractor Name

CONTRACT AMOUNT: \$ _____

CONTRACT DATE: _____

TYPE OF PAYMENT: Final 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/invoice(s) attached.

Contractor Representative Signature

Date

Contractor Representative Name

LEAD DESIGNER / RISK ASSESSOR:

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

Lead Designer/Risk Assessor Signature

Date

Lead Designer/Risk Assessor

OWNER:

Your signature on this Payment Request form means that you understand and agree with the following:

- The materials being billed for this project have been installed in/on your home/property.
- The work being billed for this project phase has actually occurred.
- You are satisfied with the work that the Contractor has performed.
- You are requesting payment to the Contractor for the above work and materials.
- You agree that this information has been explained to you and you understand this payment request process.

If you have concerns about the work being done to your home, you should discuss them with the Community Action Agency before signing this form.

Owner Signature

Date

Co-Owner Signature

Date

Maine State Housing Authority (MaineHousing)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOMES INTERVENTION
CERTIFICATE AND RELEASE OF LIENS**

APPLICANT (OWNER):

Company Name (if applicable)

First Name MI Last Name

PROPERTY:

Property Street

Property City Property State Property Zip

CONTRACT AMOUNT: _____

CO-APPLICANT (CO-OWNER):

Company Name (if applicable)

First Name MI Last Name

COMMUNITY ACTION AGENCY (CAA):

CAA Name

CONTRACTOR:

Contractor Name

CONTRACT DATE: _____

Regarding the Healthy Homes Construction Contract ("Contract") entered into between the Owner 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. \$ _____ is due from and payable by the Owner to the Contractor pursuant to the Contract and duly approved Change Orders and modifications.
2. All work invoiced under the 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 Contract.
3. That upon receipt of the payment stated in Paragraph 1 hereof, the Contractor does hereby release the Owner from any and all claims arising under or by virtue of this invoiced amount; provided, however, that if for any reason the Owner 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

Witness

Date

Maine State Housing Authority (MaineHousing)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOMES ASSESSMENT AND INTERVENTION
CERTIFICATION OF FINAL INSPECTION**

APPLICANT (OWNER):

Company Name (if applicable)

First Name MI Last Name

PROPERTY:

Property Street

Property City Property State Property Zip

CONTRACTOR:

Contractor Name

CONTRACT AMOUNT: _____

CO-APPLICANT (CO-OWNER):

Company Name (if applicable)

First Name MI Last Name

COMMUNITY ACTION AGENCY (CAA):

CAA Name

LEAD IINSPECTOR:

Name: _____

Telephone: _____

Email: _____

CONTRACT DATE: _____

I, the undersigned, hereby certify that the Contractor has satisfactorily completed the Healthy Homes work, including all change orders, as outlined in the Healthy Homes Intervention Contract Date written above between the Property Owner and the Contractor.

Lead Inspector Signature

Date

Applicant/Owner Signature

Date

Co-Applicant/Co-Owner Signature

Date

Maine State Housing Authority (MaineHousing)
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

**HEALTHY HOMES INTERVENTION
COMPLIANCE AGREEMENT**

APPLICANT (OWNER):

Company Name (if applicable)

First Name MI Last Name

PROPERTY:

Property Street

Property City Property State Property Zip

CONTRACTOR:

Contractor Name

CO-APPLICANT (CO-OWNER):

Company Name (if applicable)

First Name MI Last Name

COMMUNITY ACTION AGENCY (CAA):

CAA Name

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

I have been informed of the Healthy Homes Assessment and Intervention Program.

I CHOOSE NOT TO PARTICIPATE.

Signature of Applicant Date

Signature of Co-Applicant Date

I CHOOSE TO PARTICIPATE.

By choosing to participate in the Healthy Homes Assessment and Intervention Program, I agree to the following:

1. The CAA will conduct a Healthy Homes Assessment.
2. I understand that this work will be bid upon and completed by licensed contractors, in conjunction with the lead paint abatement work that will be performed on my property. A list of certified contractors will be provided to me from the CAA.
3. I further understand that the Healthy Homes Intervention work will be paid for under the supplemental Healthy Homes grant, separate from the Lead Hazard Reduction Demonstration Program grant/loan.
4. I agree it is my responsibility to remove any and all items in the basement, outdoor area, or any other location that may need to be cleared in order to accommodate for the Healthy Homes Intervention work.

Signature of Applicant Date

Signature of Co-Applicant Date