

Home Modification Loan Program **Guide and Bid, Scope of Work and Contract Form**

PART I: Guide and General Terms and Conditions

The Home Modification Loan Program (HMLP) provides funding for necessary home modification or adaptations which are required because an individual(s) in the household's ability to function on a daily basis is limited by the configuration of their home. The homeowner is directly responsible for finding, hiring and managing the contractor to complete their modification project.

This form consists of two parts: Part I is a Guide and General Terms and Conditions; Part II is a combined Bid and Contract Form.

Before completing this form, we recommend you review "Frequently Asked Questions Regarding Contractors and HMLP".

Borrower's Name must be printed legibly in the space provided at the bottom of each page of this Form.

Part II of this form must be completed by a licensed and insured contractor (the "Contractor") and signed by both the Contractor and the homeowner in order for a homeowner to receive funds from the program. The homeowner needs to submit the completed and signed Part II of this form with their application in order for eligibility to be determined. Please make sure that the Contractor reads this entire form and fills out Part II of this form with as much detail as possible to avoid multiple revisions and delays to the project start date. The fully completed and fully signed copy of Part II of this form will – upon approval by the program's provider agency – constitute the approved construction contract for the project described therein and is referred to in this form as the "Contract."

Please take note of the following HMLP policies:

- Up-front payment before work starts is permitted but can be for materials only, when a detailed invoice is submitted and can only be for up to 30% of total project cost.
- HMLP only pays up-front for materials in the first invoice; all other invoices should be submitted when the work is complete.
- A copy of the building permit will be required before any payments are made to a contractor, including up-front payments for materials.
- Change Orders are required:
 - Any deviations in the agreed upon project scope outlined in the Contract must be submitted and approved by the owner and reviewed by the provider agency for eligibility, prior to commencing said work
 - Any change to cost or project duration should be noted
- HMLP does not pay subcontractors directly
- HMLP uses construction monitors to conduct an initial inspection prior to the start of construction work. The inspection is to review the project's scope of work with both the Contractor and homeowner. Once construction work is complete, the construction monitor will conduct a final inspection before the last disbursement.

Release of Liens:

The Contractor's application for final payment shall include a statement of release of any liens by subcontractors, laborers, or material suppliers and all other liens arising out of the work performed under this contract.

Provision of Utilities:

The homeowner agrees to furnish all necessary utilities, including water and power, at no charge to the Contractor during the construction period. This shall also include access to a telephone for receipt of messages and the placing of outgoing, local calls.

Compliance with the Law:

It is the Contractor's obligation to obtain all applicable local permits. For building construction projects, if the homeowner obtains the permits, the homeowner will not be entitled to obtain any benefit from the Guaranty Fund established under Massachusetts General Laws Chapter 142A.

The Contractor must have a current Massachusetts construction supervisor license in accordance with the Massachusetts Building Regulations. All subcontractors must meet Massachusetts licensing requirements according to their trade.

The Contractor and all subcontractors are required to be registered with the Massachusetts Board of Building Regulations and Standards, unless specifically exempt from registration. If the homeowner uses unregistered contractors, he/she will not be entitled to obtain any benefit from the Guaranty Fund established under MGL Chapter 142A. Inquiries concerning contractor registration can be made to:

Office of Consumer Affairs and Business Regulation
Ten Park Plaza, Suite 5170
Boston, MA 02116
Phone: (617) 973-8700

Insurance:

The Contractor shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his/her employees and those of his/her subcontractors engaged in work on the Contract premises, in accordance with local and state laws governing the same. The amount and limits of General Liability insurance and other required insurance coverage referred to herein shall be subject to the approval of the homeowner, provided however, that the Contractor shall obtain Comprehensive General Liability Insurance Coverage protecting the homeowner in the event of bodily injury including death, and property damage arising out of the work performed by the Contractor. In addition, a certificate of Automobile Liability Insurance shall be obtained for all vehicles used in the performance of this Contract for bodily injury including death and property damage per accident.

Termination:

If at any time the homeowner concludes that the work or the actions of the Contractor are:

- * not in accordance with standard professional trade practices, or
- * not in compliance with the scope of work specifications, or
- * not in compliance with the material specified in the work specifications, or
- * in violation of Contract terms, or
- * a violation of applicable state and/or federal policies, regulations and laws,

Then the homeowner has the right to terminate this Contract, through a written notice of contract termination.

The Contractor may suspend or terminate this Contract by providing the homeowner with written notice for the following reasons:

- * Failure by the homeowner to pay the agreed upon fee.
- * Actions or inactions by the homeowner that seriously hinder the Contractor's ability to perform its obligations in accordance with this Agreement.
- * A reasonable determination by the Contractor that the satisfactory completion of one or more of the agreed upon activities is rendered improbable, infeasible, impossible or illegal, without fault of the Contractor, provided however that the Contractor shall first have;
 - A. advised the homeowner of the reasons for the determination, and
 - B. developed and proposed such solutions as appear feasible, and
 - C. sought to negotiate an amendment of the Contract with the homeowner and such efforts have not satisfactorily removed the impediment to completion.

In the event of suspension or termination, the homeowner shall pay the Contractor for completed, approved and satisfactory work.

Licenses:

The Contractor, and any approved subcontractors, shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of this Agreement, as may be required by federal, state, or local laws or regulations.

Amendments:

The terms of this Agreement may be modified, amended, and/or extended only by written instrument executed by both the Homeowner and contractor.

Severability:

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless, be in full force and effect.

If you have any questions or would like further information about the HMLP requirements for this bid form, please contact the regional provider agency working directly with the homeowner on their application.

Home Modification Loan Program Guide and Bid, Scope of Work and Contract Form

Part II: Bid, Scope of Work and Contract Form

This document is a Bid Form and Construction Contract (the "Contract") made effective this _____ day of _____, 20____, between _____ (the "Homeowner"), for work to be performed at _____ (the "Premises" or "home") and _____ (the "Contractor") having a principal place of business at _____.

Narrative description of work scope:

If the project includes any electrical work, list the home's current electrical circuit load capacity (i.e. 200 AMPS)

Please describe how the electrical will be effected by the work scope:

Required Permits (please check all that apply)

Electrical Plumbing Gas Building (if the town/city requires plans, please include)

- The first 7 pages of this form are required for **all** HMLP funded projects.
- The remaining pages are divided into sub forms by type of modification. Please complete the forms which pertain to the project.
 - Please check all sub forms which apply to this project & will be included with the HMLP Bid, Scope of Work and Contract Form
 - Form A:** Ramps, lifts or Elevators
 - Form B:** Exterior Modifications
 - Form C:** Bathroom Modifications (duplicate form for any work performed in a second bathroom)
 - Form D:** Kitchen/Laundry Modifications
 - Form E:** Permanent Adaptive Design

TOTAL PROJECT COSTS (Subcontractor, Materials, Labor)

| | Work Item | Total Cost |
|---------------------------|---------------------------|----------------|
| Form A | Ramps, Lifts or Elevators | \$0.00 |
| Form B | Exterior Modifications | \$0.00 |
| Form C | Bathroom Modifications | \$0.00 |
| Form D | Kitchen/Laundry | \$0.00 |
| Form E | Permanent Adaptive Design | \$0.00 |
| | Permit(s) | |
| | Disposal/Dumpster | |
| Total Project Cost | | \$ 0.00 |

TOTAL COST COVERED BY HMLP (not to exceed \$50,000 or \$30,000): _____

ADDITIONAL ITEMS

Please provide the hourly labor rate for any additional work that may be required/requested.

General Contractor Rate

Other Rate

Other Rate

Timeline

Estimated Start Date: Estimated Completion Date:

Work may not begin until both parties have received a fully executed copy of the contract and the three day rescission period has expired.

It is agreed between the Contractor and Homeowner that the work shall be performed while the premises are occupied/vacant (*circle one*).

Payment Schedule Payments should reflect milestones or identifiable measures of progress, for example: completion of rough plumbing and framing:

Payment 1: *Borrower Contribution, if over \$50,000 or \$30,000 \$*

Payment 2: \$ Description: Loan Recording Fees (*range of \$200-\$500 exact amount supplied by the Provider Agency*)

Payment 3: \$ Description: purchase of up-front materials

Payment 4: \$ Description:
 rough city inspection demo complete
 installation of framing complete
 other:

Payment 5: \$ Description:
 installation of final city inspections
 other:

Final Payment (10%): \$ Description: After final inspection

As a part of any application for payment, the Homeowner may require the Contractor to furnish releases or receipts from any and all persons performing work or supplying materials or services to the contractor, or any subcontractors, for work performed under this contract, if this is deemed necessary to protect the Homeowner's interest.

Certification Statement

The quality of workmanship and finish shall be, consistent with a high quality of workmanship and finish in accordance with industry standards for like projects. The Contractor warrants a) that materials furnished pursuant to the proposal and will be of first class quality and new unless otherwise stipulated, b) that the work will conform to the requirements of all authorities having jurisdiction and, c) that the work will be free from defects and encumbrances. All work performed under the contract shall be warranted by the contractor to be free from defects in labor and materials for a period of one year following the final acceptance of the work or final payment for work under the contract.

Resolution of Disputes

If disputes between the Homeowner and Contractor cannot be mutually resolved, the Homeowner may initiate arbitration by right as allowed under the Home Improvement Contractor Law. If agreed to by the Homeowner, the Contractor may also resolve disputes through formal arbitration.

If the Homeowner agrees to an alternative dispute resolution process as initiated by the Contractor, the following must be signed by both parties:

The contractor and the homeowner hereby mutually agree in advance that in the event the contractor has a dispute concerning this contract, the contractor may submit the dispute to a private arbitration firm which has been approved by the Secretary of the Executive Office of Consumer Affairs and Business Regulation and the consumer shall be required to submit to such arbitration as provided in Massachusetts General Laws, Chapter 142A.

Homeowner's Signature

Contractor's Signature

Notice: The signatures of the parties above apply only to the agreement of the parties to alternative dispute resolution initiated by the Contractor. The Homeowner may initiate alternative dispute resolution even where this section is not separately signed by the parties.

Contract The Contract between the Homeowner and the Contractor described below consists of both Part I and Part II of this Home Modification Loan Program Scope of Work Guide and Bid and Contract Form.

CONTRACTOR

HOMEOWNER

Signature

Signature

Printed Name

Printed Name

Date

Date

General Information

Contractor

Firm Name:

Address (Street):

Address (Municipality, State, Zip Code):

Telephone Number:

Email address:

Homeowner

Address (Street):

Address (Municipality, State, Zip Code):

Telephone Number:

Contractor Registration

License
Verification

Name of License Holder: Construction Supervisor's License #: Expiration Date:

Name of License Holder: Home Improvement Reg. #: Expiration Date:

Name of License Holder: Lead License: Expiration Date:

if less than 6 sq ft. will
be disturbed

Name of Insured: Insurance Carrier: Policy #:

Home Modification Loan Program
Part II: Bid, Scope of Work and Contract Form

Form A: Ramps, Lifts or Elevators

Ramp (if more than one will be built, please duplicate)

Location:

Description:

Rise per 1 Foot, Length and Width :

Material type: Footings:

Material Cost: Is this an allowance: Yes No

Ramp Hand Rail

Height: Diameter or width: Material type:

Material Cost: Is this an allowance: Yes No

All ramps require building department inspection.

Wheelchair Lift (interior or exterior)

Location:

Manufacturer: Model No.

Is electrical work required? Yes No Please describe

Material Cost: Electrical cost: \$0.00

Elevator Mechanics License (required)

Stairlift (interior or exterior) (if more than one will be installed, please duplicate)

Location:

Manufacturer: Model No.

Is electrical work required? Yes No Please describe

Material Cost: Electrical cost: \$0.00

Elevator

Location:

Manufacturer: Model No.

Is electrical work required? Yes No Please describe

Material Cost: Electrical cost: \$0.00

Elevator Mechanics License (required)

SUBTOTAL Ramp, Lift or Elevator

Subtotal Material Cost: \$0.00

Subtotal Labor Cost:

Subtotal Electrical Cost: \$0.00

Electrical work performed by subcontractor? Yes No

Subtotal Form A: \$0.00

Home Modification Loan Program
Part II: Bid, Scope of Work and Contract Form

Form B: Exterior Modifications

Exterior Doorway

Description of work:

Dimensions:

Describe any carpentry work required:

Location: Materials:

Material Cost: Is this an allowance? Yes No

Hardware Type:

Fence

Please describe & include location, approximate linear footage and height

Materials:

Material Cost: Is this an allowance? Yes No

Driveway Modifications

Please describe and include depth of gravel sub-base, depth of asphalt base, depth of asphalt finish coat and approximate area to be modified.

Location: Materials:

Material Cost: Is this an allowance? Yes No

Other Exterior Modifications

Please describe:

Location: Materials:

Material cost(s): Is this an allowance? Yes No

SUBTOTAL EXTERIOR MODIFICATIONS

Subtotal Material Cost: \$0.00

Subtotal Labor Cost:

Subtotal Electrical Cost:

Performed by subcontractor? Yes No

Subtotal Form B: \$0.00

Home Modification Loan Program
Part II: Bid, Scope of Work and Contract Form

Form C: Bathroom Modifications

Copy these pages if work is required in an additional bathroom

Please describe full extent of modification(s) :

Location: Room Dimensions:

- Plumbing, please describe
- Electrical/Lighting, please describe
- Demolition, please describe:
- Framing/Blocking, please describe:
- Material Cost: Is this an allowance: Yes No
- Floor Joists, please describe:
- Material Cost: Is this an allowance: Yes No
- Sub-flooring, please describe:
- Material Cost: Is this an allowance: Yes No
- Insulation Quantity:
- Material Cost: Is this an allowance: Yes No
- Sheetrock or Plaster Quantity:
- Material Cost: Is this an allowance: Yes No
- Prep & Paint, please describe:
- Material Cost: Is this an allowance: Yes No

Bathroom Door Modification

Description of work:

Dimensions:

Hardware Type:

Materials:

Material Cost: Is this an allowance? Yes No

Sink Manufacturer: Model No. Material Cost Is this an allowance? Yes No

Dimensions (height, depth, knee clearance, clear floor space):

Faucet Manufacturer Model No. Type: Lever-operated Push-type Touch-type

Other (describe):

Anti-scalding device Yes No Other Materials:

Material Cost Is this an allowance? Yes No

Tub/Shower Surround Material(s)

Manufacturer: Model No.

Material Type:

Dimensions:

Material Cost (total) Is this an allowance? Yes No

Shower Drain

Manufacturer: Model No.

Drain Type:

Material Cost (total) Is this an allowance? Yes No

Tub/Shower Fixture

Handheld Shower

Manufacturer: Model No.

Material Cost (total) Is this an allowance? Yes No

Shower Head

Manufacturer: Model No.

Material Cost (total) Is this an allowance? Yes No

Toilet

Manufacturer: Model No.

Dimensions (height, clear floor space):

Material Cost: Is this an allowance? Yes No

Grab Bars (Please indicate where and how many grab bars will be installed)

Shower

Quantity: Horizontal Vertical Height Length Diameter or width

Material Type:

Material Cost: Is this an allowance: Yes No

Toilet

Quantity: Horizontal Vertical Height Length Diameter or width

Material Type:

Material Cost: Is this an allowance: Yes No

Other: Location

Quantity: Horizontal Vertical Height Length Diameter or width

Material Type:

Material Cost: Is this an allowance: Yes No

Flooring

Material Type:

Manufacturer: Model No.

Square Footage:

Material Cost (total) Is this an allowance? Yes No

Other Bathroom Modifications

Please describe:

Materials:

Material cost: Is this an allowance? Yes No

SUBTOTAL BATHROOM(S)

Subtotal Material Cost: \$0.00

Subtotal Labor Cost:

Subtotal Plumbing Cost: performed by subcontractor? Yes No

Subtotal Electrical Cost: performed by subcontractor? Yes No

Subtotal Form C: \$0.00

Home Modification Loan Program

Part II: Bid, Scope of Work and Contract Form

Form D: KITCHEN/LAUNDRY

| | |
|--|--|
| Please describe full extent of modification(s) : | |
| Location: | Room Dimensions: |
| <input type="checkbox"/> Plumbing, please describe: <input type="checkbox"/> Electrical/Lighting, please describe: <input type="checkbox"/> Demolition, please describe: <input type="checkbox"/> Framing/Blocking, please list materials: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Floor Joists quantity: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Sub-flooring, please list materials: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Insulation Quantity: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Sheetrock or Plaster Quantity: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Prep & Paint, please describe: Material Cost: Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <u>Flooring</u> | |
| Material Type: | |
| Manufacturer: | Model No. |
| Square Footage: | |
| Material Cost (total) | Is this an allowance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>Cabinets</u> | |
| Number of wall cabinets: | Height of wall cabinets: |
| Number of base cabinets: | Height of base Cabinets: |
| Manufacturer: | Model #: |
| Hardware: | |
| Material Cost (total) | Is this an allowance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>Counter Top</u> | |
| Dimensions: | Material: |
| Counter top height above finish floor: | |
| Total Material Cost: | Is this an allowance: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>Kitchen Sink</u> | |
| Manufacturer: | Model #: |
| Sink Height: | Sink Depth: |
| Material Type: | |
| Material Cost | Is this an allowance? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Kitchen Faucet Type:

Lever-operated Push-type Touch-type Other:
Anti-scalding device Yes No
Manufacturer: Model No.
Material Cost: Is this an allowance? Yes No

Other Kitchen Safety Features

Cabinet locks:
 Other (describe):
 Other (describe):
 Other (describe):
Material Cost (total) Is this an allowance? Yes No

Accessible Appliances

Appliance Type:
Manufacturer: Model No.
Material Cost (total) Is this an allowance? Yes No
Appliance Type:
Manufacturer: Model No.
Material Cost (total) Is this an allowance? Yes No

SUBTOTAL KITCHEN/LAUNDRY COST

Subtotal Material Cost: \$0.00

Subtotal Labor Cost:

Subtotal Plumbing Cost: Plumbing work performed by subcontractor? Yes No

Subtotal Electrical Cost: Electrical work performed by subcontractor? Yes No

Subtotal Form D: \$0.00

Home Modification Loan Program
Part II: Bid, Scope of Work and Contract Form

Form E: PERMANENT ADAPTIVE DESIGN

Interior Door Modification

Location(s):

Please describe:

Dimensions:

Door Material: Width:

Hardware Type

Material Cost per doorway: Total # of doorways to be modified:

Material Cost (total) Is this an allowance? Yes No

Central Air Conditioning

Please describe the full extent of work being performed (i.e. new ductwork, electrical upgrade, etc.):

Location (s): Materials:

Manufacturer: Model No.:

Material Cost:

Subtotal Electrical Cost: Performed by subcontractor? Yes No

Other Adaptive or Safety Design Modifications to Interior Living Space

Please describe the full extent of work being performed:

Window locks

Quantity: Material Cost: Is this an allowance? Yes No

Specialized door locks

Quantity: Material Cost: Is this an allowance? Yes No

Alarm system

Quantity: Material Cost: Is this an allowance? Yes No

Security Lighting

Quantity: Material Cost: Is this an allowance? Yes No

Other (describe):

Material Cost: Is this an allowance? Yes No

Other (describe):

Material Cost: Is this an allowance? Yes No

Addition to Dwelling (new bathroom, laundry & kitchen please use those dedicated sections.)

Please describe the full extent of work being performed:

Dimensions of new addition:

Masonry work

Quantity: Material Cost:

Carrying beam/lally column

Quantity: Material Cost:

Insulation

Quantity: Material Cost:

- Roofing:
Quantity: Material Cost:
- Siding:
Quantity: Material Cost:
- Windows:
Quantity: Material Cost:
- Doors:
Quantity: Material Cost:
- Framing:
Quantity: Material Cost:
- Foundation/footings/slab:
Quantity: Material Cost:
- Electrical:
Quantity: Material Cost:
- Plumbing:
Quantity: Material Cost:
- Gas:
Quantity: Material Cost:
- Ductwork:
Quantity: Material Cost:
- Mechanicals:
Quantity: Material Cost:
- Finish Carpentry:
Quantity: Material Cost:
- Flooring:
Quantity: Material Cost:
- Other (describe):
Quantity: Material Cost:
- Other (describe):
Quantity: Material Cost:
- Other (describe):
Quantity: Material Cost:

SUBTOTAL PERMANENT ADAPTIVE DESIGN COST

Subtotal Material Cost: \$0.00

Subtotal Labor Cost:

Subtotal Plumbing Cost: Plumbing work performed by subcontractor? Yes No

Subtotal Electrical Cost: Electrical work performed by subcontractor? Yes No

Subtotal Form E: \$0.00