

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 and your contractor review "Frequently Asked Questions Regarding Contractors and HMLP".

The homeowners' 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 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 – constitutes 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.

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.

- 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 (page 8)
 - Form B:** Exterior Modifications (page 9)
 - Form C:** Bathroom Modifications (duplicate form for any work performed in a second bathroom) (pages 10 – 12)
 - Form D:** Kitchen/Landry Modifications (pages 13-15)
 - Form E:** Permanent Adaptive Design (pages 16-18)

TOTAL PROJECT COSTS (Subcontractor, Materials, Labor)

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

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

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 \$30,000 or \$50,000*** \$ _____

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.

11/2017

Borrower Name: _____

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

Homeowner

Firm Name

Address (Street)

Address (Street)

Address (Municipality, State, Zip Code)

Address (Municipality, State, Zip Code)

Telephone Number

Telephone Number

Email address

Contractor Registration

License Verification

Name of License holder

Construction Supervisor 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. feet will be disturbed

Name of Insured

Insurance Carrier

Policy #

11/2017

Borrower Name: _____

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: _____

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: _____

Elevator

Location: _____

Manufacturer: _____ Model No. _____

Is electrical work required? Yes No Please describe _____

Material Cost: _____ Electrical cost: _____

SUBTOTAL Ramp, Lift or Elevator

Subtotal Material Cost: _____

Subtotal Labor Cost: _____

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

Borrower Name: _____ HMLP Form A

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: _____

Subtotal Labor Cost: _____

Subtotal Electrical Cost: _____ Performed by subcontractor? Yes No

Borrower Name: _____

HMLP Form B

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

Borrower Name: _____ HMLP Form C

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: _____

Subtotal Labor Cost: _____

Subtotal Plumbing Cost: _____ performed by subcontractor? Yes No

Subtotal Electrical Cost: _____ performed by subcontractor? Yes No

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: _____

Plumbing, please describe _____

Electrical/Lighting, please describe _____

Demolition, please describe: _____

Framing/Blocking, please list materials: _____

_____ Material Cost: _____ Is this an allowance: Yes No

Floor Joists quantity: _____

Material Cost: _____ Is this an allowance: Yes No

Sub-flooring, please list materials: _____

_____ 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

Borrower Name: _____ HMLP Form D

Flooring

Material Type: _____

Manufacturer: _____ Model No. _____

Square Footage: _____

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

Cabinets

Number of wall cabinets: _____ Height of wall cabinets: _____ Cost: _____

Number of base cabinets: _____ Height of base Cabinets: _____ Cost: _____

Manufacturer: _____ Model #: _____

Hardware: _____

Counter Top

Dimensions: _____ Material: _____ Cost: _____

Counter top height above finish floor: _____

Total Material Cost: _____ Is this an allowance? Yes No

Kitchen Sink

Manufacturer: _____ Model #: _____

Sink Height: _____ Sink Depth: _____

Material Type: _____ Material Cost _____ Is this an allowance? Yes 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: _____ Cost: _____

Other (describe): _____ Cost: _____

Other (describe): _____ Cost: _____

Other (describe): _____ Cost: _____

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

Borrower Name: _____ HMLP Form D

Appliance Type: _____

Manufacturer: _____ Model No. _____

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

SUBTOTAL KITCHEN/LAUNDRY COST

Subtotal Material Cost: _____

Subtotal Labor Cost: _____

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

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

Borrower Name: _____ HMLP Form D

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: _____ Is this an allowance? Yes No

Total # of doorways to be modified: _____

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.: _____ 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: _____ Cost: _____

Specialized door locks

Quantity: _____ Cost: _____

Alarm system

Quantity: _____ Cost: _____

Security Lighting

Quantity: _____ Cost: _____

Other (describe): _____

Borrower Name: _____

HMLP Form E

_____ Cost: _____

Other (describe): _____

_____ Cost: _____

Material Cost (total) _____ 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: _____

Borrower Name: _____ HMLP Form E

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: _____
Subtotal Labor Cost: _____
Subtotal Plumbing Cost: _____ Plumbing work performed by subcontractor? Yes No
Subtotal Electrical Cost: _____ Electrical work performed by subcontractor? Yes No

Borrower Name: _____ HMLP Form E