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1.0 Introduction

Thank you for your interest in participating in the Village of Saranac Lake Housing Rehabilitation Program. Quality contractors are critical to the success of this Program. This packet includes much of the information and the application forms you need to understand the Program and become an Eligible Contractor. This guide provides a summary of the regulations, policies, and procedures of the HOME Program and the Village of Saranac Lake Rental Housing Rehabilitation Program as they relate to contractors. If you have questions not answered in this guide, please contact the Village of Saranac Lake Community Development Department at (518) 891-4150 ext. 234. More information is available on the Village’s website at www.saranaclakeny.gov.

We are always striving to improve this Program. If you have any comments or recommendations on how we can make the Program easier to understand or more efficient, please let us know.

2.0 Program Overview

The Village of Saranac Lake Rental Housing Rehabilitation Program is funded by a New York State HOME Program grant from the New York State Housing Trust Fund Corporation. The Program provides up to 75% funding for renovations and rehabilitation of multi-family properties located in the Village of Saranac Lake. The remaining 25% is provided by the property owner. Rental units rehabilitated with HOME grant funds must be rented at fair market rents and must be rented to residents that make 60% or less of the median family income for the area (approximately $33,000 for a family of four).

The Village has five goals for this Program, each of which is described below:

1. Safe Buildings. The top priority of this Program is to eliminate environmental hazards from multi-family properties through rehabilitation efforts that address all code violations. An inspection of each property will be conducted by the Village’s Code Enforcement Officer and the goal of the Program is to ensure that all identified code violations are eliminated.

2. Green Buildings. The secondary priority of this Program is to create green multi-family buildings that are energy and water efficient and have good indoor air quality. Green buildings are more financial and environmentally sustainable and should allow property owners to make a fair profit, afford to invest in ongoing maintenance, and keep rents affordable. Green buildings help tenants because the use and placement of materials and appliances results in better air quality and rents stay affordable longer. In addition, utility costs for owners and tenants are reduced.

3. Preservation of Historic Buildings. The third priority of this Program is to preserve historic buildings by making important structural and building system upgrades and making energy and water efficiency upgrades. Through smart investments in historic buildings, they become financially sustainable. Most apartments in the Village of Saranac Lake are in older buildings, many of which are on the State and National Register of Historic Places. The National Trust for Historic Preservation stresses that the best way to preserve historic buildings is to use them appropriately. The Village works with Historic Saranac Lake and the NYS Office of Parks, Recreation and Historic Preservation to ensure that all rehabilitation work completed on historic buildings meets the Secretary of the Interior’s Standards for Rehabilitation and State Historic Preservation guidelines. In some cases, proper rehabilitation may require architectural expertise, an expense which is accounted for in the Program budget.

4. Increasing Accessibility and Universal Design. The fourth priority of this Program is to increase the number of units accessible to the disabled or elderly using principles of Universal Design during rehabilitation.

5. Transformative Projects. When reviewing applications for funding, the Village will give preference to projects that have the potential to be transformative. Transformative projects are those that will result in a substantial positive impact on a
building, targeted population, or neighborhood and that can become a model for future projects. These projects won’t include piecemeal improvements noticed only by an owner or a tenant. Improvements will be comprehensive and will generally require more than the minimum 25% owner contribution and may require additional HOME financing.

Proposed projects that don’t fulfill one or more of these goals will not be funded through this Program.

3.0 Contractor Eligibility

Contractors are a critical component of the Village’s rental housing rehabilitation program. To insure that all work is completed in compliance with all local, state, and federal standards and to the satisfaction of property owners, the Village requires that all contractors interested in participating in the program apply to become “Eligible” by meeting minimum requirements.

To become eligible, a contractor must submit the following information:

- Application Form
- Current liability insurance ($1,000,000 minimum coverage) naming the Village as additionally insured
- Documentation certifying completion of HUD approved one-day lead safe work practices course

After reviewing the application and supporting documentation, the Village will notify the contractor in writing whether or not the application was approved. If an application is not approved, the letter will state the reasons why it was not approved. Contractors whose applications are not approved may reapply at any time. There is no cost to become an Eligible Contractor and there is no fee to apply.

Eligible contractors will be added to the Village’s list of “Eligible Contractors” who will receive notices to bid on rehabilitation projects. Acceptance to the Village’s Approved Contractors list does not guarantee work for the contractor. All rehabilitation projects are awarded through a competitive bidding process as described in the next section.

4.0 Project Application and Selection

Participation in the Village of Saranac Lake Rental Housing Rehabilitation Program involves several steps for the property owner:

- Application
- Additional Information
- Determination of Eligibility

This process is described more fully in the Village of Saranac Lake Rental Housing Rehabilitation Program Property Owner’s Guide available on the Village’s website at [www.saranaclakeny.gov](http://www.saranaclakeny.gov).

5.0 Project Development

Once a project is selected for the program Village staff work with the property owner to complete an energy audit, develop a scope of work, advertise for the work, and select a contractor to perform the work. While completion of an energy audit and development of a scope of work are steps taken prior to selection of a contractor, contractors should understand the process, the rehabilitation standards that are followed, and the additional programs that each property may be enrolled in to maximize rehabilitation funding.
5.1 **Energy Efficiency Programs**

Increasing the energy efficiency of multi-family buildings is a high priority for the Village of Saranac Lake and the Rental Rehabilitation Program. Saranac Lake has among the highest number of heating degree days in the United States and is occasionally one of the coldest places in the nation. Many multi-family buildings in the Village are older and were not built with energy efficiency in mind. Furthermore, properties in Saranac Lake are highly dependent on fuel oil for heat since natural gas is not available. These factors result in very high heating costs. These costs continue to rise creating an unsustainable financial situation for many property owners. Investing in energy efficiency measures is not only good for the environment, it is good economics.

5.1.1 **Energy Audit**

To insure that rehabilitation work improves the energy efficiency of building in a cost-effective manner, the CEO will likely require that an energy audit be completed for the building. The energy audit must be completed by a home energy rater certified by the Building Performance Institute (BPI) and the New York State Energy Research Development Authority (NYSERDA).

5.1.2 **Assisted Home and Multifamily Building Performance with ENERGY STAR Program**

To help leverage additional funds for energy efficiency improvements, projects involving 2-4 unit buildings may be enrolled in the Assisted Home Performance Program through NYSERDA. This Program provides funding for necessary energy efficiency improvements identified in energy audits. Leveraging this funding allows HOME funds to be used for other rehabilitation work. More information about the program is available at NYSERDA’s website at [http://www.getenergysmart.org/SingleFamilyHomes/ExistingBuilding/HomeOwner/LowIncomeEligible.aspx](http://www.getenergysmart.org/SingleFamilyHomes/ExistingBuilding/HomeOwner/LowIncomeEligible.aspx).

Property owners with buildings with more than 4 units will be provided information about NYSERDA’s New York Energy $mart Multifamily Building Performance Program. The program provides technical assistance and financial incentives. More information about the program is available at NYSERDA’s website at [http://www.getenergysmart.org/MultiFamilyHomes/ExistingBuilding/BuildingOwner.aspx](http://www.getenergysmart.org/MultiFamilyHomes/ExistingBuilding/BuildingOwner.aspx).

5.1.3 **EmPower New York Program**

Most projects will also be enrolled in the EmPower New York Program. This program provides funding for electricity reduction measures. More information about the program is available at NYSERDA’s website at [http://www.getenergysmart.org/lowincome/empower.aspx](http://www.getenergysmart.org/lowincome/empower.aspx).

5.1.4 **Weatherization Assistance Program (WAP)**

Most projects will also be enrolled in the Weatherization Assistance Program is an additional program that assists income-eligible families to reduce heating and cooling costs through energy efficiency measures. The Village will provide property owners with information about the program. More information about the WAP is available at [http://www.dhcr.state.ny.us/programs/weatherizationassistance/](http://www.dhcr.state.ny.us/programs/weatherizationassistance/).

5.1.5 **EPA WaterSense**

To insure that buildings use water efficiently, the Village will require that new faucets, toilets, and showerheads installed using HOME Funds have the EPA WaterSense label.
5.2 Rehabilitation Standards

Properties must be compliant with the following laws, requirements, and standards after completion of the project, each of which is described below:

- Secretary of the Interior’s Standards for Rehabilitation and State Historic Preservation Guidelines
- Lead-based Paint Standards
- NYS Uniform Fire Prevention and Building Code
- NYS Housing Trust Fund Corporation Rehabilitation Standards for One- to Four-Unit Structures

5.2.1 Secretary of the Interior’s Standards for Rehabilitation and State Historic Preservation Guidelines

Most rehabilitation projects in the Village will involve buildings that are either eligible for listing on the National or State Registers of Historic Places. All rehabilitation undertaken on these buildings must meet the U.S. Secretary of the Interior’s Standards for Rehabilitation and State Historic Preservation Guidelines. The purpose of these guidelines is to help guide rehabilitation of historic buildings to ensure that buildings are efficient and useful while preserving the portions and features of a building that are significant to its historic, architectural, or cultural value. According to the National Park Service, “the Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.” These Standards can be viewed at [http://www.nps.gov/hps/tps/rhb/stand.htm](http://www.nps.gov/hps/tps/rhb/stand.htm).

To insure that rehabilitation projects conform to these Standards, project workscopes for buildings that are eligible or already listed on the National or State Registers of Historic Places are submitted to the NYS Historic Preservation Office for review and approval. To insure that rehabilitation work preserve important historical elements of building, contractors must perform work according to the approved workscope and SHPO recommendations. Failure to do so could result in a suspension of payments until work is corrected and approved.

5.2.2 Lead-Based Paint Hazards

Most buildings constructed prior to 1978 contain lead-based paint. When disturbed during rehabilitation it can become a hazard for the building occupants, especially children and workers if it is not properly contained. All rehabilitation projects funded with Federal funds must be compliant with U.S. Department of Housing and Urban Development (HUD) guidelines to minimize the hazards of lead-based paint.

To minimize risk and exposure to lead-based paint, a lead hazard risk assessment is performed by a qualified third party consultant for each project. The purpose of the assessment is to:

- Determine if lead-based paint hazards exist in the building, and
- If lead-based paint hazards are present, identify where and determine what interim controls are necessary

Contractors must complete all renovations in accordance with the recommendations of the assessment and HUD guidelines and regulations. To ensure that contractors are qualified to conduct renovations in accordance with all applicable guidelines, the Village requires that all contractors supply documentation certifying completion of HUD approved one-day lead safe work practices training course safety course prior to becoming an Eligible Contractor.

NYS DHCR provides a list of current lead safe work practices training opportunities on its website at [http://nysdhcr.gov/General/Training/index.htm#lead](http://nysdhcr.gov/General/Training/index.htm#lead).

EPA Lead Renovation, Repair and Painting Rule

As of April 22, 2010, federal law requires that contractors must be certified under the U.S Environmental Protection Agency’s (EPA) Lead Renovation, Repair and Painting Rule. This Rule requires all contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 be certified follow specific work practices to prevent lead contamination. Although similar, EPA rules and HUD rules are not identical.

The Village does not require documentation of contractor compliance with this Rule nor does the Village enforce this Rule. However, the Village does recommend that contractors become certified and accredited to comply with Federal Law. For more information visit http://www.epa.gov/lead/pubs/renovation.htm.

5.2.3 NYS Uniform Fire Prevention and Building Code

All work completed under this Program must comply with the 2010 NYS Uniform Fire Prevention and Building Code. With very few exceptions, a building permit will be required for rehabilitation work. In addition, final payment will not be made to the contractor until a certificate of occupancy is issued by the Code Enforcement Officer. An online version of the 2010 NYS Uniform Fire Prevention and Building Code is available through the NYS Department of State Division of Code Enforcement and Administration website at http://www.dos.state.ny.us/code/ls-codes.html.

5.2.4 NYS Housing Trust Fund Corporation Rehabilitation Standards for One- to Four-Unit Structures

All work completed under this Program must also comply with the NYS Housing Trust Fund Corporation’s Rehabilitation Standards for One- to Four-Unit Structures. Compliance with these Standards insures that rehabilitation work helps improves access to safe, decent and affordable housing through:

- Increased energy efficiency;
- Affordable operating costs;
- Accessibility for persons with disabilities;
- Performance and durability;
- Historically sensitive exteriors;
- Economic life cycle costs;
- Balanced initial costs; and
- Lead-safe housing.

The guidance document is available online at http://nysdhcr.gov/Funding/UnifiedFundingMaterials/2009/Rehab_Standards_HOME.htm.

5.3 Scope of Work

Prior to any rehabilitation work, the Village works with the property owner to develop a project scope of work. A thorough, accurate scope of work is critical to the success of each project as it helps insure that:

- The scope of work is acceptable to the property owner
5.3.1 Draft Scope of Work

To develop the scope of work, the Code Enforcement Officer meets on site with the property owner to conduct a thorough inspection of the building, listen to the needs and wants of the property owner, and gather any other information necessary. The program may not be able to fund all improvements requested by the property owner due to cost constraints or because the improvements are not authorized or not a priority for the program.

After gathering information from the onsite inspection, consultation with the property owner, and the completed energy audit, the CEO develops a draft scope of work. The property owner has the opportunity to review and approve the draft scope of work. If the property owner does not approve of the scope of work, he is entitled to discuss concerns with the CEO. Based on the type of concerns raised by the property owner, the CEO may alter the scope of work or explain why he chose not to alter it. If the property owner is still not satisfied with the scope of work, he may ask the Selection Committee to review the decision and make a recommendation regarding the scope of work. Although the CEO should make changes recommended by the Selection Committee, the CEO is under no obligation to make changes that are in contrary to Village, State, or Program regulations.

5.3.2 Professional Review

In some cases, proper rehabilitation may require architectural or engineering expertise. In these instances, a design professional will be retained to assist in the development of the scope of work. This cost is covered by HOME funds.

5.3.3 Lead Assessment

Once the Village and property owner have agreed upon a project scope of work, the Village sends the scope of work to a lead assessment contractor. The lead assessment contractor schedules an inspection with the property owner to inspect the property and test areas to be disturbed by rehabilitation for the presence of lead-based paint. Depending on the results of the assessment and recommended controls, the CEO may modify the scope of work. The property owner will be informed of all modifications. The assessment results will be provided to all contractors interested in bidding on the project.

5.3.4 State Historic Preservation Office Review

The approved project scope of work is also sent to the NYS Historic Preservation Office for approval. If changes are recommended to the scope of work, the CEO will modify the scope of work. The owner will be informed of all modifications.

5.3.5 Financial Feasibility

Once the final scope of work is developed, the CEO develops a cost estimate and determines whether the entire project is feasible based on funding available from HOME financing and owner financing. If the project is not feasible the Village will work with the property owner to reduce the scope of the project or secure additional outside funding to complete the project.

5.3.6 Rehabilitation Assistance Agreement

Prior to releasing bids for the project, the Village and the owner will sign a Rehabilitation Assistance Agreement that details all terms and conditions for HOME financing.
5.4 **Project Bidding**

The Village uses a fair and competitive procurement process to choose contractor for each project. The process insures that all Federal, State, and local procurement requirements are met and helps insure that HOME funds and property owner funds are used cost-effectively.

5.4.1 **Bid Solicitation**

Using the final approved scope of work, the Village prepares bid specifications. For projects with specialized work, such as installation of a new boiler, a project may be separated into multiple bids in order to provide work to multiple contractors, save on overhead costs from sub-contracts, and to ensure work is completed by qualified contractors.

When a project is ready for bidding, all contractors on the Village’s ‘Eligible Contractor’ list will receive a Notice to Bid packet that includes the bid specifications. Notices will also be published on the Village’s website and in the Adirondack Daily Enterprise. Contractors who respond to published notices will be required to become an ‘Eligible Contractor’ before their bid will be accepted. Bids must include all required information and must be completed on forms required by the Village. Property owners may choose to have a Notice to Bid packet sent directly to their preferred contractor(s). Preferred contractors must become an ‘Eligible Contractor’ before their bid will be accepted.

The notice to bid will include the deadline to submit bids which will generally not exceed ten (10) business days. Bids may be submitted by mail or in person. Bids that do not include all required information or submitted on other forms may be rejected.

5.4.2 **Bid Review**

After the deadline, the Village will create a bid tab and either accept or reject each bid. At least two Village staff will participate in the bid opening and review process. The bid tab will be available for contractor review.

5.5 **Contractor Selection**

The Village will accept or reject all bids, determine the lowest responsible bid, and review accepted bids with the owner. The bid tabulation for each project will be available upon request. The owner may choose any bid accepted as complete and responsible by the Village. However, the owner must pay the difference between the lowest reasonable bid as determined by the Village and the owner’s preferred bid. After the Village and owner select a bid, the contractor will be notified by telephone and mail.

5.6 **Project Contract**

Once a contractor is selected, the CEO, owner, and contractor will hold a project kick-off meeting to review the scope of work, the project schedule, required inspections, and to execute the project contract between the contractor and owner. To ensure that contracts include all necessary language, the Village encourages the use of a standard contract. A model contract is included in the Appendix.

6.0 **Project Management**

The Village will authorize the contractor to begin work only after the following steps have been completed:

- Pre-construction meeting is held with the Village, property owner, and contractor
Contract is executed between the property owner and contractor
25% cash match from the property owner is deposited with the Village.

Successful projects require cooperation, communication, and coordination between the Village, the owner, and the contractor.

6.1 Contractor Access

During the project, the property owner must make reasonable accommodations to allow the contractor access to the property to complete work. Contractors who fail to complete the project on schedule will not be penalized if the Village determines that the property owner caused project delays.

6.2 Change Orders

Change orders must be requested by the contractor in writing on a form (see Appendix) provided by the Village. Change orders must be approved by the Village, the property owner, and the contractor prior to completing any work. The Village will only consider change orders that are necessary to fulfill the original scope of work as outlined in the work scope. Until the contractor receives authorization from the Village, no work should be completed that is not included in the workscope. Even in emergency situations, the contractor should first contact the Village and, at minimum, receive verbal authorization prior to commencing any work.

6.3 Inspections

The Village will conduct frequent inspections to insure that the project is on schedule and that improvements are made completed as required in the scope of work and in accordance with all regulations and guidelines.

6.4 Contractor Performance

If at any time the property owner is unhappy with the performance of the contractor, the Village should be notified immediately. The owner should not withhold questions and concerns until the project is complete. Likewise, the contractor should notify the Village if he has difficulty accessing the property or encounters other difficulties related to the property or owner. The Village will work to resolve any disputes or questions regarding contractor performance or owner cooperation as quickly as possible.

6.5 Contractor Payment

The Village issues progress payments throughout the course of the project. The frequency of these payments will vary based on the size of the project but will generally not exceed one payment per month or increments of 25% of the total project cost. The Village will not issue any advance payments for work or for materials. The Village will also withhold 10% of each payment until the project is complete. The final payment and 10% retainge will only be paid after a certificate of compliance is issued.

To request a progress payment, the contractor must submit the following documents:

- Contractor Payment Request Form
- Cost Breakdown
- Invoice

The Cost Breakdown and Invoice may be the same document. The payment request documents may be submitted to the Village in person, by mail, or by email. The Village of Saranac Lake issues payments on the 2nd and 4th Tuesday of each month. Requests for payment must be submitted to the Village at least seven (7) business days prior to these days and
payment will only be authorized if the Code Enforcement Officer verifies that work has been completed through an interim onsite inspection. The Village issues two-party checks that must be signed by the property owner (or authorized agent) and the contractor.

6.6 Project Completion

When construction is nearing completion, the Village will conduct an inspection, preferably with the property owner, and develop a punch list of remaining items that the contractor will address. After all punch list items are complete, the Village will conduct a final inspection. The Village will authorize final payment once the following items are complete:

- Issuance of certificate of compliance
- Contractor signs a release of liens
- Contractor supplies the property owner with a copy of all workmanship and equipment/material warranties
- Property owner signs the Contractor Certificate and Release Form

By signing the Contractor Certificate and Release Form, the property owner is agreeing that all work is satisfactory and has been completed in accordance with the workscope.

7.0 Additional Information

The HOME Program is a federal program administered by the United State Department of Housing and Urban Development (HUD). In New York, the New York State Homes and Community Renewal (NYSHCR) administers the Program. The Village of Saranac Lake is a local program administrator (LPA) responsible for the actual delivery of the Program. The Village is required to administer and delivery the Program in conformance with all HUD and NYSHCR regulations. HUD and NYSHCR provide guidance and technical support for the Program through direct technical assistance with staff and through various guidance documents. Some of these materials may be helpful to Owners and a partial list is included below.

- New York State HOME Program Website: http://www.dhcr.state.ny.us/Programs/NYSHome/

The Village maintains links to these websites and documents, along with related applications and forms on its website at www.saranaclake.ny.gov/.
Appendix A includes sample documents and required forms described in this guide. Each of these forms and documents can also be found on the Village’s website at www.saranaclakeny.gov.

- Contractor Application Form
- Sample Contract
- Bid Form
- Contractor's Proposal Form
- Non-Collusion Affidavit
- Change Order Form
- Contractor Payment Request Form
- Certificate and Release
Rental Housing Rehabilitation Program
Contractor Application Form

Instructions: Complete the following table. Attach additional sheets if necessary.

### Company Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Officers, Partners, Owner Name(s):</th>
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<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
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Instructions: List the construction experience of each of the company principals: (Indicate number of years in the industry and if experience is new construction, rehabilitation, historic renovations, energy efficiency, etc.). Attach additional sheets if necessary.

### Experience

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<th>Principal Name:</th>
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<td>Experience:</td>
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Instructions: List business references including local banks, subcontractors, and material suppliers.

### Business References

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1 of 2 v. 02-11
Instructions: List customers with whom you have recently done business.

<table>
<thead>
<tr>
<th>Customer References</th>
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Instructions: Principal owners must sign and date the following Attestation.

<table>
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<th>Attestation</th>
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<tr>
<td>The undersigned contractor certifies that all information given herein is correct and that the information may be verified from any source and further agrees:</td>
</tr>
<tr>
<td>1. That the contractor will perform the work in accordance with the description of work, general specifications, the NYS Uniform Fire Prevention and Building Code, the Village of Saranac Lake Code, and all other applicable rehabilitation guidelines and standards and be subject to a final inspection by the Village of Saranac Lake.</td>
</tr>
<tr>
<td>2. That if the work performed by the contractor is found to be unsatisfactory or if the contract relations between the contractor, property owner, or other parties are found to be unsatisfactory, the Village of Saranac Lake may remove his/her name from the list of selected contractors without notice.</td>
</tr>
<tr>
<td>3. That any required insurance and workman’s compensation will be provided by the contractor on request.</td>
</tr>
<tr>
<td>4. That she/he will abide by all applicable equal employment opportunity regulations.</td>
</tr>
</tbody>
</table>

Contractor Name (Please Print)  
Contractor Name (Please Print)  
Contractor Signature  
Contractor Name (Please Print)  
Date  
Date
Rental Housing Rehabilitation Program
Property Owner/Contractor Agreement

THIS AGREEMENT made this ______________ day of __________________, 20________, by and between:

("Contractor") _______________________________________________ having a principal place of business located at ____________________________________________________________ and the ("Owner") __________________________________. Who resides at ________________________________________________ and the Village of Saranac Lake ("Village"), a municipal corporation, having its offices at 3 Main Street, Saranac Lake, NY 12983.

1. HOLD HARMLESS. Contractor shall agree to defend, indemnify, and hold harmless the Owner, the Village of Saranac Lake, and the State of New York from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from Contractor’s Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner’s rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

2. LIEN WAIVERS. Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor’s Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor’s Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

3. CONTRACT AMOUNT AND PAYMENT SCHEDULE. Payments will be scheduled as follows, subject to the Owner’s acceptance of work done:

<table>
<thead>
<tr>
<th>Percent of Work Done (Amount)</th>
<th>Project Completion Date</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________</td>
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<td>____________________________</td>
<td>______________________</td>
<td>________</td>
</tr>
</tbody>
</table>

Total _________

4. TIME FOR PERFORMANCE. Owner shall provide written authorization to Contractor to commence work. Contractor agrees to start work within thirty (30) calendar days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner’s notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to complete work on or before ________________ (date) (not to exceed ________________ (date) from the date work commences). If completion is delayed for reasons beyond the Contractor’s control, Contractor shall provide timely notice to the Owner of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor’s obligation to substantiate its claim by adequate documentation.

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner shall have the right to declare Contractor in default. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within fifteen (15) calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the Owner.
5. CHANGE ORDERS. Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the Village of Saranac Lake.

6. PERMITS AND CODES. Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor’s Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

7. WARRANTY. For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements hardware, and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. Contractor and Owner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, as its principal place of business, within one (1) year from the date of Contractor’s request for final payment, stating that all work under contract has been completed.

8. SCOPE OF WORK. Contractor acknowledges that it has prepared the Contractor’s Proposal and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write up and warrants that all work undertaken will conform to said specifications.

9. REMOVAL OF DEBRIS. Upon completion of work. Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clear condition.

10. SUBCONTRACTORS. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors.

11. RESOLUTION OF DISPUTES. All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work’s progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator’s award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney’s fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney’s fees in favor of the Owner.

12. PROHIBITION OF KICKBACKS. The Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Saranac Lake or any person interested in the proposed Contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

13. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who
exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

14. PROHIBITION OF BONUS OR COMMISSION. The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining county approval of the application for such assistance.

15. ACKNOWLEDGMENT. The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be bidding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the Owner.

Property Owner Name (Please Print) ____________________________ Property Owner Signature ____________________________ Date ________

STATE OF NEW YORK )
) ss.: COUNTY OF ________________ )

On the ___ day of ____________, 200___, before me, the undersigned, personally appeared __________________________ and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

__________________________
Notary Public

Contractor Name (Please Print) ____________________________ Contractor Signature ____________________________ Date ________

STATE OF NEW YORK )
) ss.: COUNTY OF ________________ )

On the ___ day of ____________, 200___, before me, the undersigned, personally appeared __________________________ and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

__________________________
Notary Public
Rental Housing Rehabilitation Program
Non-Collusion Affidavit of Prime Bidder

Instructions: The affidavit must be signed by the contractor or authorized representative.

Affidavit

STATE OF ____________________)  ) ss.:
COUNTY OF __________________)  )

being first duly sworn, deposes and says that:

1. He is _____________________________________________ of _________________________________ ____________,
   the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting
   such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest,
   including this affinity, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or
   person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to
   refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or
   collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or
   of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Saranac Lake or any person
   interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance
   or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest,
   including is affinity.

____________________________________
Signature

____________________________________
Title

Subscribed and sworn to me this ___________________________ day of _______________________, 20____

By: ________________________________________________
Notary Public

For Office Use Only
Owner Name:
Property Address:
Activity Number:
Rental Housing Rehabilitation Program
Change Order Form

Instructions: Complete table.

<table>
<thead>
<tr>
<th>Project Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner Name:</td>
</tr>
<tr>
<td>Contractor:</td>
</tr>
<tr>
<td>Property Address:</td>
</tr>
</tbody>
</table>

Instructions: The following change(s) is/are authorized to the above identified Rehabilitation Contract

<table>
<thead>
<tr>
<th>Change Order Detail</th>
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<tbody>
<tr>
<td>Item</td>
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<tr>
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</tr>
</tbody>
</table>

Instructions: Complete table.

<table>
<thead>
<tr>
<th>Change Order Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Contract Amount</td>
</tr>
<tr>
<td>Plus Previously Approved Change Orders</td>
</tr>
<tr>
<td>Plus Change Order Requested</td>
</tr>
<tr>
<td>Total New Contract Amount</td>
</tr>
</tbody>
</table>

Instructions: Certifications must be signed by all parties for approval.

<table>
<thead>
<tr>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner Signature</td>
</tr>
<tr>
<td>Property Owner Signature</td>
</tr>
<tr>
<td>Contractor's Signature</td>
</tr>
<tr>
<td>Rehabilitation Specialist Signature</td>
</tr>
</tbody>
</table>
Rental Housing Rehabilitation Program  
Contractor Payment Request Form

Instructions: The contractor must complete and submit this form for each payment request. An invoice with a cost breakdown must accompany this form.

### Project Information

<table>
<thead>
<tr>
<th>Property Owner Name</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>Type of Payment:</td>
</tr>
<tr>
<td>Property Address:</td>
<td>Request Date:</td>
</tr>
</tbody>
</table>

### Contractor Request

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 and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached cost breakdown and invoice.

Contractor’s Signature ___________________________ Date ____________

### Certifications

**Property Owner(s):**

I/We hereby agree that the work stated by the contractor has been completed and approve payment to the contractor in accordance with the Agreement and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Property Owner Signature ___________________________ Date ____________

Property Owner Signature ___________________________ Date ____________

**Rehabilitation Specialist:**

I hereby certify that all work is completed as indicated on the contractor’s payment request. I hereby request approval of the payment to the contractor in the amount of $_______________.

Rehabilitation Specialist’s Signature ___________________________ Date ____________

**Community Development Director:**

I hereby approve the payment to the contractor in the amount of $_______________.

Community Development Director’s Signature ___________________________ Date ____________