



C# 20200785

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM  
REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield ("City") is providing financial assistance to Homayra Rivera Lozada ("Borrower") from the Healthy Homes Program in the amount of \$119,881.75 to fund rehabilitation of the home located at 43 Jefferson Avenue, Springfield, MA 01107, according to the terms of the agreed-upon Specs by Location/Trade, dated 02/10/2020, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

**Now, therefore**, the parties agree as follows:

**Terms of the Loan**

Financial assistance is provided as a 0% interest, five-year forgivable loan. As long as the Borrower complies with this Agreement, the principal amount of the loan shall be forgiven at an equal percentage rate of 20% per full year, plus 45 days until it is 100% forgiven after five years, plus 45 days.

**Owner Occupancy**

The Borrower will use the home as their principal residence for a period of five years, plus 45 days, following final payment to the contractor. In the event that the Borrower continues to own the property, but fails to maintain it as their principal place of residence for the five-year loan term referenced above, the entire sum of the loan will become immediately due and payable.

The Borrower understands that if, during the five-year loan term, part or all of the property is sold or refinanced without the City's prior written consent, the City shall require payment of the amount of the loan outstanding at time of sale.

**Rental Units**

If the property has multiple units, the Borrower must live in one unit and rent all other units to households with income at or below 80% area median income (AMI) for the five-year loan period. The AMI amount changes from year to year; the required income limits can be obtained from the Springfield Office of Housing.

The Borrower may not evict existing tenants without cause for a period of two years, following final payment to the contractor.

ARL

**Income Eligibility**

The Borrower certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Borrower's eligibility to receive CDBG-NDR funds.

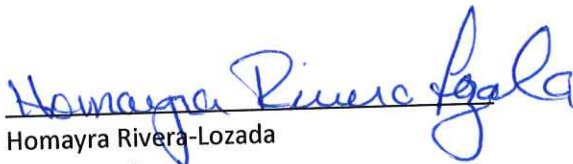
**Schedule**

The City and the Borrower expect the rehabilitation and related activities to be completed within 150 days of the execution of this agreement.

**Enforcement**

The Borrower and the City acknowledge that the City has the right and responsibility to enforce this agreement.

This contract is signed as of the 30th day of April, 2020.

  
Homayra Rivera-Lozada  
Property Owner

  
Office of Disaster Recovery  
CITY OF SPRINGFIELD

HH 26451815-530105-64516 \$109,331.75  
lead 26881801-530105-68800 \$10,550.00

Approved as to Appropriation:

Approved as to Form:

 6-19-2020  
Office of Comptroller  
CITY OF SPRINGFIELD

  
Law Department  
CITY OF SPRINGFIELD  
6/22/20

APPROVED:

  
Chief Administrative and Financial Officer  
CITY OF SPRINGFIELD

  
Domenic J. Sarno, Mayor  
CITY OF SPRINGFIELD

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

**Exhibit A**

**Healthy Homes Rehab Project Budget**

**Homeowner/Borrower:** Homayra Rivera Lozada

**Project Address:** 43 Jefferson Avenue

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$90,670.00
Lead Abatement	\$9,000.00
Lead Services	\$1,550.00
Relocation	\$2,295.00
Legal Fees	\$730.00
<b>Sub-Total</b>	<b>\$104,245.00</b>
<b>Contingency (15%)</b>	<b>\$15,636.75</b>
<b>Total</b>	<b>\$119,881.75</b>

CITY OF SPRINGFIELD OFFICE OF HOUSING  
1600 EAST COLUMBUS AVE  
SPRINGFIELD, MA 01105

**Bid Proposal Form**

To: HOMAYRA RIVERA LOZADA Date Submitted: 03/06/2020  
EDWIN ORTIZ Property Address: 43 Jefferson Ave

The following proposal is hereby submitted as per your request dated **March 06, 2020**. This bid covers all Work shown and/or specified in the bid documents received for this job, which are:

1. General Conditions \_\_\_\_\_ Pages, Dated \_\_\_\_\_
2. Work Write-Up \_\_\_\_\_ Pages, Dated \_\_\_\_\_
3. Code Violation Notice \_\_\_\_\_ Pages, Dated \_\_\_\_\_
4. Performance Manual \_\_\_\_\_ Pages, Dated \_\_\_\_\_
5. Addenda 1 to \_\_\_\_\_ Pages, Dated \_\_\_\_\_
6. Other \_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the total sum of money.

**Base Bid:**

All labor, materials, services, and equipment necessary for the completion of the Work:

Ninety Nine Thousand Six Hundred Seventy Dollars (\$ 99,670<sup>00</sup>)

ADDITIONAL SUBMISSIONS

If awarded the Contract, the Bidder agrees to present the following documents to the Owner prior to the issuance of the Notice to Proceed: valid certificates covering Property Damage, Liability, and Workers' Compensation Insurance, all necessary building permits, and a Sworn Statement for Contractor and Subcontractor to Owner listing all of the subcontractors and subcontract amounts.

RETAINAGE

It is further agreed that if awarded this contract, 10% of all requested payouts will be retained until the project is completed to the approval of the Owner and all approving agents. Completion of this project will require **60 calendar days**. This proposal is valid for a period of 90 days.

TIME

Upon request by Our Program, contractor agrees to itemize any/or all aspects of this proposal on the attached form.

ALTERNATE ITEMS TO BID

NOTE: Failure to submit line prices for each individual alternate item may exclude your entire bid proposal.

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMENT COSTS</u> .....	\$ <u>9,000<sup>00</sup></u>
2)..... <u>Healthy Homes program</u> .....	\$ <u>90,670.00</u>
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ <u>99,670<sup>00</sup></u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

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THE CONTRACTOR FURTHER PROPOSES THE FOLLOWING CHANGES,  
DELETIONS OR ADDITIONS TO THE WRITE-UP:

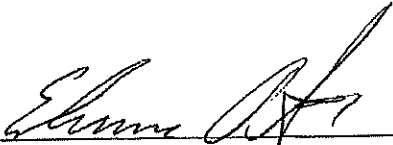
	<u>PRICE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Contractor: EDWIN ORTIZ

Address: 65 GILBERT AVE

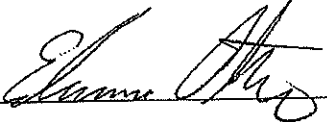
SPRINGFIELD

Phone: [REDACTED]

  
Signature

OWNER  
Title

By my signature as a Contractor or agent of the Contractor, I swear that I have fully inspected the above noted property and have received all documents as listed on the Invitation to Bid and/or Bid Form.

Signature 

Title OWNER

Company HAMMER HEADS HOME REMEDIATION

Date 03/06/20



# SPECS BY LOCATION/TRADE

2/10/2020

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: Homayra Rivera Lozada \_\_\_\_\_  
 Project Manager: Sean Pham \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: 43 Jefferson Avenue Unit: Unit 01  
 Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	<u>1</u> <b>General Requirements</b>				

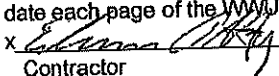
**10 OWNER ACCEPTS SCOPE OF WORK** 1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

X \_\_\_\_\_ X \_\_\_\_\_  
 Applicant Date Applicant Date

**14 CONTRACTOR ACCEPTS SCOPE OF WORK** 1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

X  \_\_\_\_\_  
 Contractor Date

**28 VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS** 1.00 GR

This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See <http://www.ashrae.org/technology/page/548> and <http://www.buildingscience.com/documents/reports/rr-0502-review-of-residential-ventilation-technologies/>

**30 WALL NAMING PROTOCOLS** 1.00 EA

Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D.

To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.

**31 CONSTRUCTION DEFINITIONS** 1.00 GR

"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

**32 SUBSTITUTION APPROVAL PROCESS** 1.00 GR

Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.

**34 LINE ITEM BREAKDOWN** 1.00 DU

The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.

**35 VERIFY QUANTITIES/MEASUREMENTS** 1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
40	<b>ALL PERMITS REQUIRED</b> The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos Abatement. CONTRACTOR MUST CHECK OFF ALL PERMITS THAT APPLY TO PROJECT!!	1.00	AL		500 <sup>00</sup>
45	<b>CONTRACTOR PRE-BID SITE VISIT</b> The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.	1.00	DU		
55	<b>WORK TIMES</b> Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR		
77	<b>NEW MATERIALS REQUIRED</b> All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.	1.00	GR		
78	<b>WORKMANSHIP STANDARDS</b> All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.	1.00	GR		
85	<b>CLOSE-IN INSPECTIONS REQUIRED</b> Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.	1.00	GR		
90	<b>1 YEAR GENERAL WARRANTY</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU		
120	<b>FINAL CLEAN</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	AL		
9008	<b>ENVIRONMENTAL REHAB--RRP REQUIREMENTS</b> Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.	1.00	GR		

Trade: 9	Environmental Rehab				
9002	<b>APPLICABLE LEAD-SPECIFIC DEFINITIONS</b> Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards. CFR - The Code of Federal Regulations: De minimus - Safe work practices and clearance are required when more than: - 20 SF on exterior - 2 SF per interior room - 10% of small component is deteriorated or will be disturbed by renovation. Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs. Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more	1.00	GR		\$ 9,000 <sup>00</sup>

Address: 43 Jefferson Avenue Unit: Unit 01

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab  
 than one work site in a dwelling unit or at a residential property.  
 Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320. See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

9020	LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION	1.00	GR		
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Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:
  - a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
  - b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.
2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:
  - a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.
  - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.
  - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
  - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
  - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
  - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total: \$9,500 -

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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317	GATE--CHAIN LINK 5' HIGH Hang a 4' high, 42 inch wide, 11 gauge galvanized gate with a 1 3/8" frame, two off-set type hinges and latch. FRONT LEFT SIDE OF HOUSE TO LINE UP WITH NEW SIDEWALK.	1.00	EA	<u>\$6550</u>	<u>6,550</u>
465	REMOVE TREE BRANCHES Cut and remove tree branches away from house and dispose to legal dump. Branches should be trimmed back to a min. of 10' away from house.	1.00	AL		<u>\$1,500 -</u>

Trade: 6 Concrete & Paving

902	CONCRETE SIDEWALK Remove existing brick sidewalk. Form and pour 4" thick, 2200 psi concrete slab including all form work, 6 mil vapor barrier, 4" gravel base and a steel trowel finish. Remove all forms, regrade and spot seed. All concrete shall contain 3% entrained air, exhibit 2200 psi at 28 days and have a slump less than 4.5 A gravel or sand base must be compacted to 90%. Neoprene expansion joints at 10', control joints at 3', and seams are required. Finished area shall drain water away from home and be free of vandallism. COLD WEATHER PROTECTION Protect work from frost and freezing with a combination of: heated mixture, 2" perimeter closed cell polystyrene insulation,	200.00	SF		<u>\$1,600 -</u>
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Address: 43 Jefferson Avenue

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 6 Concrete & Paving

temporarily heat and surface insulation. Below 28 degrees F, anti-freeze conforming to ASTM C-494 Type C may be used. No calcium chloride is permitted.

LEFT SIDE OF HOUSE STARTING AND SIDE PORCH STEPS

Trade: 7 Masonry

1235 BRICK FOUNDATION REPAIRS

100.00 SF

500

Remove damaged/ loose brick and tooth replacement brick into wall. Repair all loose mortar joints on foundation walls. Match brick, mortar color and tooling as closely as possible.

Trade: 10 Carpentry

2675 SIDING--VINYL REPAIR

5.00 SQ

200

Secure any loose vinyl siding and replace missing or damaged siding, corners and trim matching existing as closely as possible.

REAR TOP GABLES AND VARIOUS LOCATION AROUND PERIMETER OF HOUSE

2715 STUCCO ON MASONRY FOUNDATION

450.00 SF

300

Repair any loose bricks or mortar. Install 1" stucco over masonry walls in 3 coats including galvanized wire mesh with owner's choice of colored float finish.

3550 PORCH LATTICE--REPLACE

100.00 SF

200

Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.

SIDE PORCH AND REAR PORCH

3575 PORCH REPAIR--CUSTOM

1.00 AL

1000

Repair any broken or missing porch trim and replace and damaged lattice and trim work to match existing close as possible. Re-support porch post to prevent movement.

1ST FL FRONT PORCH (LEFT SIDE)

3590 STEPS--REPL EXTERIOR

5.00 EA

800

Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a existing deck. Construct a wood handrail with balusters on both sides 32" above tread nosing. Install round graspable handrailing on one side of steps.

REAR PORCH STEPS

Trade: 15 Roofing

4580 TEAR OFF AND REROOF SHINGLES COMPLETE

32.00 SQ

20,100

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.

INCLUDING MAIN AND ALL PORCH ROOFS

4635 GUTTER--5" SEAMLESS ALUMINUM

125.00 LF

1000

Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

ALONG PERIMETER OF HOUSE INCLUDING ALL PORCH ROOFS.

4640 DOWNSPOUT--5" SEAMLESS ALUMINUM

130.00 LF

500

Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.

Address: 43 Jefferson Avenue Unit: Unit 01 Location Total: \$ 29,050.00

Location: 3 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				
2075	ASBESTOS PIPE INSUL.--REMOVE Remove asbestos-containing pipe or ductwork insulation to code legal hazardous waste site. Clean area until clearance test levels are acceptable. AREAS WHERE ASBESTOS WAS LEFT BEHIND	20.00	LF		\$ 1,350.00

Trade: 21	HVAC				
6015	HVAC CLEAN BOILERS Clean, inspect and service gas boiler and adjust heating equipment and controls.	2.00	EA		\$ 150.00
6275	BOILER--DISTRIBUTION PIPING Replace any damaged steam piping in basement areas with similar piping to prevent leaks.	10.00	EA		\$ 650.00
6415	DRYER VENT Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet. <a href="http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571">http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571</a> . Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.	1.00	EA		\$ 240.00

Trade: 22	Plumbing				
7070	WATER HEATER--40 GALLON GAS Dispose of water heater in legal dump. Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump. 1ST FLOOR UNIT	1.00	EA		\$ 880.00
7085	WATER HEATER--40 GAL. ELECTRIC Dispose of water heater in legal dump. Install a 40 gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply. 3RD FLOOR UNIT	1.00	EA		\$ 880.00

Trade: 23	Electric				
7430	CERTIFY ELECTRIC DISTRIBUTION Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, Ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code. WHOLE HOUSE.	1.00	AL		\$ 1,580.00

Trade: 700	Moisture Protection (CSI)				
C07200	STEAM PIPE INSULATION Install new 1" Thick, Hinged with Self Sealing Lap Fiberglass Pipe Insulation on all steam pipes.	200.00	AL		\$ 1,700.00
Location Total:					\$ 6,430.00

Location: 4 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				
9776	MOLD REMEDIATION--	150.00	SF		\$ 500.00

Address: 43 Jefferson Avenue		Unit: Unit 01	
Location: 4 - Attic	Approx. Wall SF: 0	Ceiling/Floor SF: 0	

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				

Mold Cleaning Steps

1. Unfinished Attic : Treat the area with our this process that removes surface mold and kills the remaining mold while removing the staining left behind by the mold colony. The wood looks almost new in most cases.
  2. Access to your (attic/crawl space) to assess the mold growth
  3. Isolate the locations of the mold growth
  4. Install a containment barrier which is a plastic sheeting that is used to protect the contents of your home and seal our work area.
  5. Remove the physical mold from the wood, often using a HEPA filter vacuum. HEPA stands for High Efficiency Particulate Air and is used to capture small microscope contaminants like mold spores.
  6. We will spray our specialty botanical Mold and Mildew antimicrobial disinfectant.
  7. We will also apply our botanical Mold stain remover.
  8. All technicians should be trained to and will use Personal Protective Equipment while performing the mold remediation.
- LEFT SIDE OF ATTIC.

Location Total: \$ 800 -

Location: 6 - 1st Floor Kitchen		Approx. Wall SF: 434		Ceiling/Floor SF: 288	
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Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

**3727 CABINET - WOOD WALL** 7.00 LF \$ 3,800 -  
 Remove & dispose off site all existing upper cabinets, counters, ledgers, etc. NOTE: Upper cabinets will be either: a) 42" installed to ceiling OR b) will be 36" trimmed with a stained oak crown, OR c) will be 36" with a trimmed drywall or plywood soffit. Install upper cabinets constructed of solid hardwood face-frames and doors. Carcasses will be joined using metal or plastic corner bracing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor.

**3747 REPLACE COUNTER TOP--PLASTIC LAMINATE** 7.00 LF \$ 1,200 -  
 Dispose of existing counter top. Field measured for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.

Trade: 19	Paint & Wallpaper				
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**5567 PREP & PAINT ROOM w/ PAINTED TRIM-LOW VOC** 1.00 RM \$ 250 - 500 -  
 Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. [www.aqmd.gov/rules/reg/reg11/r1168.pdf](http://www.aqmd.gov/rules/reg/reg11/r1168.pdf) All caulks and sealants must comply with Regulation 8,

Address: 43 Jefferson Avenue Unit: Unit 01  
 Location: 5 - 1st Floor Kitchen Approx. Wall SF: 434 Ceiling/Floor SF: 238

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper  
 Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

Trade: 20 Floor Coverings

5930	UNDERLAYMENT AND VINYL SHEET GOODS (COMPLETE)	240.00	SF		\$2000-
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Demo existing flooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.  
 INCLUDES KITCHEN AND HALLWAY

Trade: 21 HVAC

6415	DRYER VENT	1.00	EA		150- 1 \$250-
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Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet. [http://www.energyfederation.org/consumer/default.php/cPath/30\\_4287\\_4571](http://www.energyfederation.org/consumer/default.php/cPath/30_4287_4571). Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Trade: 22 Plumbing

6835	SINK--DOUBLE BOWL COMPLETE	1.00	EA		\$200- \$400-
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Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric

7840	RANGE HOOD--RECIRCULATING	1.00	EA		200- 200-
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Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.

Location Total: \$8,350-

Location: 6 - 2nd Floor Kitchen Approx. Wall SF: 392 Ceiling/Floor SF: 192

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

3184	DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR	1.00	EA		\$250 <sup>05</sup> \$500 <sup>05</sup>
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Install a ENERGY STAR certified insulated prehung steel door, model 692 with 2 lites, clear low e glass, a passage latch and double cylinder dead bolt keyed to match the deadbolts of other exterior doors.  
 REAR PORCH DOOR

3716	CABINET - WOOD BASE-PLYWOOD	5.00	LF		\$3800-
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Remove & dispose off site all existing cabinets, counters, ledgers, etc. Install base cabinets constructed of solid hardwood face-frames, doors and draw fronts with 1/2" plywood carcasses & floors. Drawer boxes shall be plywood, joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.  
 MATCH CLOSE AS POSSIBLE TO EXISTING

3747	REPLACE COUNTER TOP--PLASTIC LAMINATE	7.00	LF		\$1,200-
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Dispose of existing counter top. Field measure for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base

Address: 43 Jefferson Avenue Unit: Unit 01  
 Location: 6 - 2nd Floor Kitchen Approx. Wall SF: 392 Ceiling/Floor SF: 192

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
	cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.				
Trade: 20	Floor Coverings				
5930	UNDERLAYMENT AND VINYL SHEET GOODS (COMPLETE)	196.00	SF		\$ 2000 -
	Demo existing flooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.				
	KITCHEN AND HALLWAY				

Trade: 22	Plumbing				
6835	SINK--DOUBLE BOWL COMPLETE	1.00	EA	\$ 200	\$ 400 -
	Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.				
Trade: 23	Electric				
7595	RECEPTACLE--GFCI COUNTERTOP 15 AMP	1.00	EA	\$ 375	\$ 375 -
	Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using #14 copper non-metallic cable, controlled by a 15 amp circuit breaker. Fish wire and repair all tear out. If mounted over a countertop install no more than 46 inches above floor height.				
	AT SINK COUNTERTOP				

Location Total: \$ 8,275.00

Location: 7 - 1st Floor Bathroom Approx. Wall SF: 288 Ceiling/Floor SF: 72

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3360	DOOR--PREHUNG PASSAGE--SPLIT JAMB	1.00	EA	200 -	\$ 350 -
	Install a 1-3/8" prehung, flush, lauan hollow core door and split jamb including casing both sides, 2 butt hinges and a privacy lockset.				
3831	MEDICINE CABINET--30" FLUSH MOUNT	1.00	EA	200 -	\$ 350 -
	Install a 30"x26" medicine cabinet with an wood frame, hinged beveled plate glass mirror and two glass shelves.				
3835	ACCESSORY SET--4 PIECE CHROME	1.00	EA	130 -	\$ 260 -
	Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, one towel ring, and a toilet paper holder.				

Trade: 17	Drywall & Plaster				
5210	DRYWALL--PATCH--LARGE	100.00	SF		\$ 1,500
	Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.				
	WALLS AND CEILING				

Trade: 19	Paint & Wallpaper				
5567	PREP & PAINT ROOM w/ PAINTED TRIM-LOW VOC	1.00	RM		\$ 1,500 -



Address: 43 Jefferson Avenue Unit: Unit 01

Location: 7 - 1st Floor Bathroom Approx. Wall SF: 288 Ceiling/Floor SF: 72

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper

Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. [www.aqmd.gov/rules/reg/reg11/r1168.pdf](http://www.aqmd.gov/rules/reg/reg11/r1168.pdf) All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

Trade: 20 Floor Coverings

5930	UNDERLAYMENT AND VINYL SHEET GOODS	65.00	SF		<del>1,500</del>
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Demo existing flooring down to subfloor. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.

Trade: 22 Plumbing

7181	BATH--3 FIXTURE COMPLETE	1.00	EA		<del>1,680</del> <del>3,800</del>
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Re-plumb entire bath to provide fixtures as follows:  
 1) Install a 5', 4 piece, fiberglass tub and shower unit 60" x 30" x 72" Including age in place factory installed backers for later grab bar installation  
 Complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and tub/shower faucet - and a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access. Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per installation instructions set basin area in 1" to 2" of mortar cement.  
 2) Install a 1.28 GPF white toilet. Commode must be ADA height and a WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush). See the following link for the MaP Test Results: <http://www.cuwcc.org/MaPTesting.aspx> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.  
 3) Install a 30" plywood vanity; including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops, and escutcheon plates on all supply and waste lines. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

Trade: 23 Electric

7821	FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH	1.00	EA		<del>850</del>
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Install a ceiling mounted, ENERGY STAR qualified Fan/Light fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.

Location Total: ~~10,110~~

Location: 8 - 2nd Floor Bathroom Approx. Wall SF: 288 Ceiling/Floor SF: 72

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

Address: 43 Jefferson Avenue Unit: Unit 01

Location: 8 - 2nd Floor Bathroom Approx Wall SF: 288 Ceiling/Floor SF: 72

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
3831	<b>MEDICINE CABINET--30" FLUSH MOUNT</b> Install a 30"x26" flush mount medicine cabinet with an wood frame, hinged beveled plate glass mirror and two glass shelves.	1.00	EA	100 -	200 -
3835	<b>ACCESSORY SET--4 PIECE CHROME</b> Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, one towel ring, and a toilet paper holder.	1.00	EA	150 -	150 -
<b>Trade: 19 Paint &amp; Wallpaper</b>					
5567	<b>PREP &amp; PAINT ROOM w/ PAINTED TRIM-LOW VOC</b> Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. <a href="http://www.aqmd.gov/rules/reg/reg11/r1168.pdf">www.aqmd.gov/rules/reg/reg11/r1168.pdf</a> All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).	1.00	RM		1,500 -
<b>Trade: 20 Floor Coverings</b>					
5930	<b>UNDERLAYMENT AND VINYL SHEET GOODS (COMPLETE)</b> Demo existing flooring down to subfloor. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.	65.00	SF		4,500 -
<b>Trade: 22 Plumbing</b>					
7181	<b>BATH--3 FIXTURE COMPLETE</b> Re-plumb entire bath to provide fixtures as follows: 1) Install a 5', 4 piece, fiberglass tub and shower unit 60" x 30" x 72" Including age in place factory installed backers for later grab bar installation - Complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and tub/shower faucet - and a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access. Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per installation instructions set basin area in 1" to 2" of mortar cement. 2) Install a 1.28 GPF white toilet. Commode must be ADA height and a WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush). See the following link for the MaP Test Results: <a href="http://www.cuwcc.org/MaPTesting.aspx">http://www.cuwcc.org/MaPTesting.aspx</a> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal. 3) Install a 30" plywood vanity, including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops, and escutcheon plates on all supply and waste lines. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.	1.00	EA	1,680 -	3,800 -
<b>Trade: 23 Electric</b>					
7820	<b>BATH VENT FAN</b> Remove existing fan. Install a ceiling through-the-wall, exterior ducted, vent fan with damper, and chrome faceplate capable of 60CFM at 60 sones.	1.00	EA	280 -	280 -

Location Total: 7,430 -

Address: 43 Jefferson Avenue Unit: Unit 01

Location: 9 - 3rd Floor Bathroom Approx. Wall SF: 196 Ceiling/Floor SF: 48

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
3310	TRIM--DOOR SET FINGER JOINTED	1.00	EA	100	\$250
Trim both sides of interior door, including header, stops, and casings. Use 2-1/2" wide clamshell, finger jointed pine.					
<b>Trade: 19 Paint &amp; Wallpaper</b>					
5567	PREP & PAINT ROOM w/ PAINTED TRIM-LOW VOC	1.00	RM		\$500
Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based paintwork surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or semi-gloss cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply the semi-gloss or gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. <a href="http://www.aqmd.gov/rules/reg/reg11/r1168.pdf">www.aqmd.gov/rules/reg/reg11/r1168.pdf</a> All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).					

<b>Trade: 22 Plumbing</b>					
6900	VANITY--24" COMPLETE	1.00	EA	207	\$207
Remove existing vanity and top. Install a 24" plywood vanity; including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome escudion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.					
6965	SHOWERSTALL--FIBERGLASS	1.00	EA	1349	\$1349
Remove existing shower unit. Install a 36"x30" one piece, fiberglass showerstall including PVC waste, molded base, metal single handle shower diverter, shower rod and shower head.					
7012	COMMODO--REPLACE--1.28 GPF	1.00	EA		150
Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush) <a href="http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058">http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058</a> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.					
<b>Location Total:</b>					\$2,456

Location: 10 - 1st Floor Interior Rooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 16 Conservation</b>					
4820	WEATHERIZE/INSULATE WINDOWS	9.00	EA	250	\$2,250
Remove window casings and header trim, install fiberglass insulation in those area. Re-caulking around perimeter of interior and exterior of windows.					
IN FOLLOWING LOCATIONS:					
1ST FLOOR					
- LIVING ROOM					
- DINING ROOM					
- KITCHEN					
- FRONT BEDROOM					
- MIDDLE BEDROOM					

Address: 43 Jefferson Avenue Unit: Unit 01  
 Approx. Wall SF: 0 Ceiling/Floor SF: 0

Trade:	23	Electric	Quantity	Units	Unit Price	Total Price
7665	INSTALL RECEPTACLE--15 AMP	1.00	EA	<u>475</u>	<u>475</u>	
Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.						
MIDDLE BEDROOM						
7752	ENERGY STAR INTERIOR CEILING FIXTURE	2.00	EA	<u>140</u>	<u>280</u>	
Install an Energy Star approved, flush mounted ceiling light fixture.						
MIDDLE BEDROOM AND REAR BEDROOM						
8145	ELECTRIC--2/3 PRONG OPEN GROUND/REVERSED POLARITY RECEPTACLES	10.00	EA	<u>70.95</u>	<u>710</u>	
Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets, repair/replace all 3 prong open ground outlets.						
FOLLOWING LOCATIONS:						
1ST FLOOR						
LIVING ROOM (3) 3 PRONG OPEN GROUNDED (1) REVERSED POLARITY						
DINING ROOM (1) 3 PRONG OPEN GROUND (1) BROKEN OUTLET						
FRONT BEDROOM (1) BROKEN OUTLET						
MIDDLE BEDROOM (2) 3 PRONG OPEN GROUND						
REAR BEDROOM (1) 3 PRONG OPEN GROUND (1) REVERSED POLARITY						
Location Total:						<u>\$ 3,780</u>

Location: 11- 2nd- 3rd Floor Interior Rooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	10	Carpentry			
2840	TRIM--WINDOW SET, INTERIOR	1.00	EA	<u>200</u>	<u>200</u>
Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine.					
3RD FL REAR STORAGE ROOM					
2980	WINDOW--VINYL DBL HNG DBL GLZ	6.00	EA	<u>204</u>	<u>1,224</u>
Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.					
IN THE FOLLOWING LOCATIONS:					
(WINDOWS HAVE FAILED SEALS OR BROKEN GLASS/HARDWARE)					
2ND FL RIGHT BEDROOM (2)					
2ND FL KITCHEN (1)					
2ND FL REAR BEDROOM (1)					
3RD FL MIDDLE RIGHT BEDROOM (1)					
3RD FL BATHROOM (1)					
3135	DOOR HARDWARE--CUSTOM	1.00	EA	<u>30</u>	<u>30</u>
Install passage door knob.					
3RD FL MIDDLE LEFT BEDROOM					
3310	TRIM--DOOR SET FINGER JOINTED	1.00	EA	<u>150</u>	<u>150</u>
Trim both sides of interior door, including header, stops, and casings. Use 2-1/2" wide clamshell, finger jointed pine.					
3RD FL MIDDLE LEFT BEDROOM					
3360	DOOR--PREHUNG PASSAGE--SPLIT JAMB	1.00	EA	<u>200</u>	<u>200</u>

Rem

Address: 43 Jefferson Avenue

Unit: Unit 04

Location: 11 - 2nd, 3rd Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/ Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

Install a 1-3/8" prehung, flush, lauan Solid core door and split jamb including casing both sides, 2 butt hinges and a privacy lockset.

3RD FL FRONT HALL/STAIRCASE

Trade: 16 Conservation

4820 WEATHERIZE/INSULATE WINDOW

16.00 EA

~~\$148~~

2,368

Remove window casings and header trim, install fiberglass insulation in those area. Re-caulking around perimeter of interior and exterior of windows.

IN FOLLOWING LOCATIONS:

2ND FLOOR

- LIVING ROOM
- DINING ROOM
- KITCHEN
- RIGHT BEDROOM
- REAR BEDROOM

FRONT STAIRCASE 2ND TO 3RD FL

3RD FLOOR

- FRONT BEDROOM
- MIDDLE LEFT BEDROOM
- REAR STORAGE ROOM

4990 RADIATOR KNOBS

30.00 EA

\$20

1,200

Replace missing radiator knob.

FOLLOWING LOCATIONS:

- 2ND FL KITCHEN
- 2ND FL LIVING ROOM
- 3RD FL MIDDLE LEFT BEDROOM

Trade: 23 Electric

7565 INSTALL RECEPTACLE--15 AMP

8.00 EA

\$332.50

\$2660.00

Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.

IN THE FOLLOWING LOCATIONS:

- 2ND FL RIGHT BEDROOM (2)
- 2ND FL LEFT BEDROOM (2)
- 3RD FL FRONT BEDROOM (2)
- 3RD FL MIDDLE BEDROOM (2)

8145 ELECTRIC---2/3 PRONG OPEN GROUND/REVERSED POLARITY RECEPTACLES

18.00 EA

\$3503.00

Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets, repair/replace all 3 prong open ground outlets in baths and kitchens thru out house.

Address: 43 Jefferson Avenue

Unit: Unit #1

Location: 11 - 2nd-3rd Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

FOLLOWING LOCATIONS:

2ND FLOOR

- 2ND FL LIVING ROOM (3) 3 PRONG OPEN GROUND
- 2ND FL LEFT BEDROOM (1) 3 PRONG OPEN GROUND
- 2ND FL KITCHEN (1) 3 PRONG OPEN GROUND (1) REVERSED POLARITY
- 2ND FL BATH ROOM (1) 3 PRONG OPEN GROUND (GFCI)

3RD FLOOR

- 3RD FL BATH ROOM (1) 3 PRONG OPEN GROUND (GFCI)
- 3RD FL FRONT BEDROOM (1) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE LEFT BEDROOM (1) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE LEFT BEDROOM (1) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE LEFT BEDROOM (1) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE RIGHT BEDROOM (2) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE DINING ROOM (4) 3 PRONG OPEN GROUND
- 3RD FL MIDDLE REAR STORAGE ROOM (2) 3 PRONG OPEN GROUND

Location Total:

\$13,239-

Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

2520

HANDRAIL

Install 2" round hardwood handrail crowned to match handrail frames that are affixed to the wall. The handrail should be secured to framing at least 1 inch, or if fastening to a masonry wall use minimum 2/8 inch dia. x 1 1/2" long stainless steel compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.

- 1ST TO 2ND FL REAR
- 2ND TO 3RD FL FRONT

Location Total:

\$250-

Unit Total for 43 Jefferson Avenue, Unit Unit #1:

Address Grand Total for 43 Jefferson Avenue:

\$99,670.00

99,670

Bidder:

Edwin Ortiz  
HAMMER HEAD Home Remodeling

## MORTGAGE

### City of Springfield Healthy Homes Rehabilitation Program

**THIS MORTGAGE** is made as of April 30, 2020, between Homayra Rivera-Lozada, whose address is 43 Jefferson Avenue, Springfield, MA 01107 ("**Borrower**"), and the **City of Springfield**, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("**City**").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated April 30, 2020 in the sum of \$119,881.75 (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "**Note**", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 43 Jefferson Avenue, Springfield, MA 01107 in Springfield, Massachusetts and described on the attached **Schedule B** (the "**Mortgaged Property**").

NOW THEREFORE, in consideration of the loan for the Principal Amount made by the City to the Borrower, the Borrower and the City hereby agree as follows:

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Work Write-Up Specifications dated 2/10/2020**. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
  - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
  - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.

HRL

- c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with income at or below 80% of the area median income<sup>1</sup> during the term of the loan.

**3. Terms of the Loan**

Loan Type:	Forgivable loan, due upon default or upon sale or transfer of property prior to final maturity
Interest Rate:	0%
Payment Schedule:	No monthly payments
Final Maturity Date:	5 years from date of execution
Forgiveness:	An equal amount of the loan will be forgiven for each year that passes from the date the loan is entered, until the loan is fully forgiven at the final maturity date. (For example, a 5-year loan is forgiven 20% per year; a 10-year loan is forgiven 10% per year.)
Prepayment penalty:	None

4. **Completion of Agreed-Upon Improvements.** If construction required to meet the Work Write-Up Specifications is discontinued or not carried out with reasonable diligence, the City after due notice to the Borrower is authorized to enforce or carry out existing contracts between the Borrower and other parties to make contracted improvements, to make and enter into additional contracts and incur obligations for the purposes of completing the improvements, and to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the City, the cost of which shall be payable from the Borrower to the City on demand and shall be secured by this Mortgage.
5. **Compliance with Building and Health Codes.** The improvements shall comply with all applicable municipal and state ordinances, laws, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
6. **Payment of Property Taxes and Other Charges.** The Borrower will pay when due all taxes, assessments, water & sewer charges, and other governmental charges, fines and impositions, now or hereafter imposed, on the Mortgaged Property and will pay when due every amount of indebtedness secured by any lien on the Mortgaged Property.

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<sup>1</sup> The area median income (AMI) for the Springfield Metropolitan Area is established annually by the U.S. Department of Housing and Urban Development. The Springfield Office of Housing will provide the current AMI for the Springfield Metropolitan area upon request.

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7. **Maintenance and Repair.** The Borrower shall maintain the Property and shall not allow the property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible. The Borrower shall not commit waste or permit others to permit actual, permissive, or constructive waste on the Property.

8. **Property Insurance.**

a. **Maintenance of Insurance.** The Borrower shall keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the City's approval. Unless otherwise required by the City, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered.

All such property insurance shall be in such form and shall have attached loss payable clauses in favor of the City. All such policies and attachments shall be delivered promptly to the City, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which case a certificate of insurance shall be delivered to the City. The Borrower will pay any and all premiums on such insurance promptly when due.

b. **City Rights to Payment for Loss or Damage.** In the event of loss or damage to the mortgaged property, the Borrower will give to the City immediate notice of the event and the City may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Each insurance company issuing any such policy is authorized and directed to make payment under the policy for such loss to the Borrower and the City jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject. Insurance proceeds received by the City may be applied, at the City's option, either in reduction of the indebtedness secured by this Mortgage, or to the restoration or repair of the damaged Mortgage Property.

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9. **Rights of City as Lender.** If the Borrower fails to carry out the covenants and agreements set forth in this mortgage, the City may do and pay for whatever is necessary to protect the value of and the City's rights in the property, and any amounts so paid shall be added to the Principal amount due to the City hereunder
10. **Inspection.** The City shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day.
11. **Acceleration upon Default.** If any condition of this Mortgage shall be in default, the entire outstanding balance of the Principal Amount shall become immediately due and payable at the option of the City. The City shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. If the City exercises its option to require immediate payment of the balance of funds secured by this Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

The following "events of default" will cause the Note to be immediately due and payable:

- a. The Borrower's nonperformance of any covenant, agreement, term, or condition of this Mortgage or of the Note, after the Borrower has been given due notice by the City of such nonperformance;
  - b. The Borrower's failure to perform any covenant, agreement, term, or condition in any Mortgage or instrument creating a lien upon the Mortgaged Property, which lien shall have priority over the lien of this mortgage;
  - c. The City's discovery that the Borrower failed to disclose in the Borrower's application for funds any fact deemed to be material by the City, or that the Borrower made any misrepresentations in the application or in any agreements entered into between the Borrower and the City (including but not limited to, the Note and this Mortgage);
  - d. The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part thereof, without the prior written consent of the City.
12. **No waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights under this Mortgage unless such waiver is made expressly and

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in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

13. **Surrender after Default.** If the Borrower defaults, and upon demand from the City, the Borrower shall immediately surrender possession of the Mortgaged Property to the City, and the City may enter such property, rent out and collect rent from Mortgaged Property units, and apply rental income to the indebtedness secured by this Mortgage. The City may also dispossess, by usual summary proceedings, any tenant defaulting in the payment of any rent to the City. The Borrower shall cooperate and facilitate any summary process proceedings under this paragraph.

If the Borrower continues to occupy the Mortgaged Property after default and City demand to surrender, such possession shall be as a tenant of the City, and the Borrower shall pay in advance upon demand by the City, a reasonable monthly use and occupancy fee for the premises occupied by the Borrower, and upon the failure of the Borrower to pay such monthly fee, the Borrower may also be disposed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the City, who shall give notice of such determination to the Borrower; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall insure to the benefit of such receiver.

14. **Notice of Change of Ownership.** The Borrower will give immediate notice by certified mail, return-receipt requested, to the City of any conveyance, transfer or change in ownership of such property, or any part thereof.

15. **No Assignment of Rents.**

The Borrower will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the City.

16. **Notice.** Notice and demand or request shall be made in writing and may be served in person or by mail.

17. **Waiver of Homestead Exemption.** The Borrower hereby waives the benefit of all homestead exemptions, as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the City pursuant to any provision of this Mortgage.

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18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY POWER OF SALE**.

19. **Joint and several liability.** If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note.

20. **Discharge.** Upon payment in full by the Borrower of the Note and any other instruments secured by this Mortgage, this Mortgage shall be terminated, and the City shall provide the Borrower the appropriate notice of termination.

**IN WITNESS THEREOF** this mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

BY: Homayra Rivera-Lozada  
Homayra Rivera-Lozada  
Borrower

Raul E. Matta  
Witness

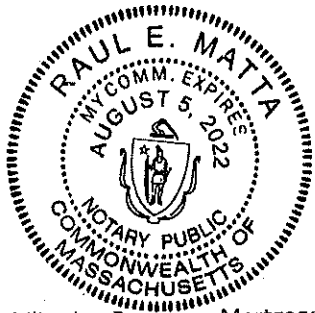
*Commonwealth of Massachusetts*

Hampshire, ss

April 30, 2020

On April 30, 2020, before me, the undersigned notary public, personally appeared, Homayra Rivera-Lopez proved to me through satisfactory evidence of identification, which was MA Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Raul E. Matta (Official signature and seal of notary).



Notary Public: Raul E. Matta  
My Commission Expires: August 5, 2022

The note secured by this Mortgage has:

A principal sum of \$119,881.75

A rate of interest of Zero (0%) percent.

The sum of \$119,881.75 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

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**SCHEDULE A**  
**PROMISSORY NOTE**

**Springfield, Massachusetts**

Property Address: **43 Jefferson Avenue, Springfield, MA 01107**

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Homyra Rivera-Lozada ("Borrower"), promise to pay \$119,881.75 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

**2. INTEREST**

Interest will not be charged on unpaid principal.

**3. TIME AND PLACE OF PAYMENTS**

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the fifth year.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

**6. BORROWER DEFAULT**

**(A) Default** If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

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**(B) Notice of Default** If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

**(C) No Waiver by City** Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

**(D) Payment of City's Costs and Expenses** If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director  
City of Springfield Office of Housing  
1600 E. Columbus Ave.  
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor  
City of Springfield Law Department  
36 Court Street  
Springfield, MA 01103

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or

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endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Due Upon Sale or Transfer.** If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

*APL*



Borrower must pay all remaining sums secured by the Mortgage.

EXECUTED as a sealed instrument as of the date first written above.

Homayra Rivera-Lozada  
Homayra Rivera-Lozada  
Borrower

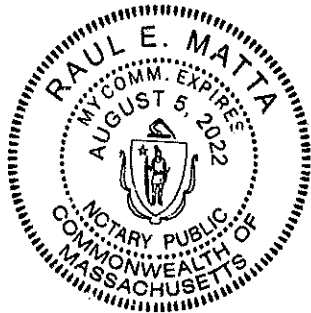
Raul E. Matta  
Witness

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS

On this 30TH day of April, 2020, before me, the undersigned Notary Public, personally appeared the above-named Homayra Rivera-Lopez, proved to me through satisfactory evidence of identification, which was MA Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as his free act and deed.



Raul E. Matta  
Notary Public *Raul E. Matta*  
My Commission Expires: *August 5, 2022*

**Exhibit B**

The land in Springfield, Hampden County, Massachusetts, with the building thereon on the southerly side of Jefferson Avenue, bounded and described as follows:

Beginning at an iron bar in the southerly line of said Jefferson Avenue at a point distant four hundred forty-two and 32/100 feet Easterly from the intersection of the easterly line of North Main Street with said southerly line of Jefferson Avenue; and running thence

SOUTHERLY            at right angles with said southerly line of Jefferson Avenue, one hundred thirty-six and 05/100 (136.05) feet, more or less, to a passageway; thence

EASTERLY            by said passageway, fifty and 14/100 (50.14) feet; thence

NORTHERLY           at right angles with said southerly line of Jefferson Avenue, one hundred thirty-two and 31/100 (132.31) feet, more or less, to an iron bar in the southerly line; and thence

WESTERLY            on said Avenue, fifty (50) feet to the point of beginning.

Property Address: 43 Jefferson Avenue, Springfield, MA

Being the same premises conveyed to Homayra Rivera Lozada by deed of Imadeddine A. Awkal dated June 1, 2018 and recorded in the Hampden County Registry of Deeds, Book 22204, Page 209.

HR L.

## PROMISSORY NOTE

April 30, 2020  
Springfield, Massachusetts

Property Address: 43 Jefferson Avneue, Springfield, MA 01107

### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Homayra Rivera-Lozada ("Borrower"), promise to pay \$119,881.75 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

### 2. INTEREST

Interest will not be charged on unpaid principal.

### 3. TIME AND PLACE OF PAYMENTS

No monthly payments are due. If there is no default on the loan, the Principal shall be forgiven at an equal percentage rate per year until it is 100% forgiven at the end of the 5<sup>th</sup> year.

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the City in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The City will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my payment unless the City agrees in writing to those changes.

### 6. BORROWER DEFAULT

(A) **Default** If I am in default of or breach of the Healthy Homes Rehabilitation Program Agreement ("Program Agreement") or the Mortgage, both dated the same date as this Note, and if I do not cure any default or breach within any applicable cure period, then I will be in default of this Note.

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**(B) Notice of Default** If I am in default, the City may send me a written notice telling me that if I do not come into compliance with the Program Agreement and Mortgage by a certain date, the City may require me to pay immediately the full amount of principal I owe.

**(C) No Waiver by City** Even if, at a time when I am in default, the City does not require me to pay immediately in full as described above, the City will still have the right to do so if I am in default at a later time.

**(D) Payment of City's Costs and Expenses** If the City has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, court costs and witness fees, including but not limited to expert witness fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or mailing it by first class mail to me at the Property Address above or at a different address if I give the City a notice of my different address.

Any notice that must be given to the City under this Note will be given by mailing it by first class mail to:

Director  
City of Springfield Office of Housing  
1600 E. Columbus Ave.  
Springfield, MA 01103

with a copy simultaneously mailed by first class mail to:

City Solicitor  
City of Springfield Law Department  
36 Court Street  
Springfield, MA 01103

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any



person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owned under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the City to demand payment of amounts due. "Notice of dishonor" means the right to require the City to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the City under this Note, a Mortgage dated the same date as this Note protects the City from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what condition I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Due Upon Sale or Transfer.** If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

**Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

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If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all remaining sums secured by the Mortgage.

EXECUTED as a sealed instrument as of the date first written above.

Homayra Rivera-Lozada  
Homayra Rivera-Lozada,  
Borrower

Raul E. Matta  
Witness

\_\_\_\_\_  
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 30th day of April, 2020, before me, the undersigned Notary Public, personally appeared the above-named Homayra Rivera-Lozada, proved to me through satisfactory evidence of identification, which was MA Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as his free act and deed.



Raul E. Matta  
Notary Public Raul E. Matta  
My Commission Expires: August 5, 2022

**Exhibit E:**  
**SECTION 3 CLAUSE**

"All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS**

Individual Social Security Number

Street Address Only: 43 Jefferson Avenue

City/State/Zip Code: Springfield, MA 01107

Telephone Number: [Redacted] Email: [Redacted]

List address(es) of all other property owned by company in Springfield:

Name of Individual: Homayra Rivera-Lozada

You must complete the following certifications and have the signature(s) notarized on the lines below.

**FEDERAL TAX CERTIFICATION**

I, Homayra Rivera-Lozada certify under the pains and penalties of perjury that I, to my best knowledge and belief, have complied with all United States Federal taxes required by law.

Signature: [Handwritten Signature] Date: 4-30-20

**CITY OF SPRINGFIELD TAX CERTIFICATION**

I, Homayra Rivera-Lozada certify under the pains and penalties of perjury that I, to my best knowledge and belief, have complied with all City of Springfield taxes required by law.

Signature: [Handwritten Signature] Date: 4-30-20

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C § 49A, I, Homayra Rivera-Lozada certify under the pains and penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and have complied with all state taxes required by law.

Bidder/Proposer: [Handwritten Signature] Date: 4-30-20

Notary Public

COMMONWEALTH OF MASSACHUSETTS

April 30, 2020

Then personally appeared before me [name] Homayra Rivera Lozada, [title] of [company name], being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name]

[Handwritten Signature] Notary Public

My commission expires: August 5, 2022

**YOU MUST FILL THIS FORM OUT COMPLETELY AND YOU MUST SUBMIT THIS FORM WITH YOUR CLOSING DOCUMENTS**



Hampshire, ss.





**Safety Insurance Company**  
 20 Custom House Street  
 Boston, MA 02110  
 1-800-951-2100

**Homeowners  
 Amendment Declaration**  
 Declarations Effective: 04/30/20

**ADD MORTGAGEE**

Policy Number	From	Policy Period To	Beginning and Ending at	Agent Code
[REDACTED]	06/04/2019	06/04/2020	12:01 A.M. STANDARD TIME	[REDACTED]
Named Insured and Address			Agent	
HOMAYRA RIVERA 43 JEFFERSON ST SPRINGFIELD, MA 01107			ROSARIO & ROBB INS AGENCY INC 317 BROADWAY CHICOPEE MA 01020 [REDACTED]	

The residence premises covered by this policy is located at the address stated below.  
 43 JEFFERSON ST, SPRINGFIELD MA, 01107

**Premium Summary**

Basic Coverages Premium	Attached Endorsements Premium	Scheduled Personal Property Premium	Total Policy Premium	Change In Premium
\$4,135	\$-2,468	\$0	\$1,667	\$0

**Rating Information**

Form	Section I Deductible	Named Storm Deductible	Constr Type	Constr Year	Number of Families	Protection Class	Territory
HO 00 03	\$1000	N	FRAME	1906	2	02	47

**Coverage Limits, Premiums, and Endorsements**

Coverage	Limit	Premium
<b>Coverage - Section I</b>		
Coverage -A- Dwelling	\$557,000	\$4,119
Coverage -B- Other Structures	\$55,700	
Coverage -C- Personal Property	\$278,500	
Coverage -D- Loss of Use	\$111,400	
<b>Coverage - Section II</b>		
Coverage -E- Personal Liability	\$300,000	
Coverage -F- Medical Payments to Others	\$1,000	\$16
<b>Policy Forms and Endorsements</b>		
HO0003 0491 HOMEOWNERS SPECIAL FORM		
SWE001 0114 WATER EXCLUSION		
SP0120 1214 SPECIAL PROVISIONS - MASSACHUSETTS		
SRS012 1117 IDENTITY THEFT RESTORATION SERVICE		
HO0496 0491 DAYCARE EXCLUSION		
HO0446 0491 INFLATION GUARD		
	ANNUAL INCREASE IS 3%	
HO0432 0502 LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE		
HO2441 1194 LEAD POISONING EXCLUSION - MASSACHUSETTS		\$-124
HO0416 0491 PREMISES ALARM SYSTEM		\$-124
HO2371 0705 TENANTS RELOCATION EXPENSE MASSACHUSETTS		\$4
HO-DED OPTIONAL DEDUCTIBLE		\$-741
HO-CPD AUTO POLICY CREDIT		\$-824
HO-LFC LOSS FREE CREDIT		\$-659



**Safety Insurance Company**  
 20 Custom House Street  
 Boston, MA 02110  
 1-800-951-2100

**Homeowners  
 Amendment Declarations  
 Declarations Effective: 04/30/20**

**ADD MORTGAGEE**

Policy Number	From	Policy Period To	Beginning and Ending at	Agent Code
[REDACTED]	06/04/2019	06/04/2020	12:01 A.M. STANDARD TIME	[REDACTED]
Named Insured and Address			Agent	
HOMAYRA RIVERA 43 JEFFERSON ST SPRINGFIELD, MA 01107			ROSARIO & ROBB INS AGENCY INC 317 BROADWAY CHICOPEE MA 01020 [REDACTED]	

**MORTGAGEES / LOSS PAYEE / ADDITIONAL INSURED**

Mortgagee	000	CITIZENS BANK, .N.A. ISAOA/ATIMA PO BOX 202060 FLORENCE SC 29502 Loan Number [REDACTED]
Second Mortgagee	000	CITY OF SPRINGFIELD 36 COURT ST SPRINGFIELD MA 01103 Loan Number [REDACTED]