

(S)



Contract 20200455

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

| DEPARTMENT | DATE RECEIVED | | DATE FORWARDED TO NEXT DEPT. | |
|-----------------------|---------------|----------|------------------------------|----------|
| | Initials | Date | Initials | Date |
| Community Development | | | RD | 12/19/19 |
| City Comptroller | LUP | 12-26-19 | LKE | 12-26-19 |
| Law | JMM | 12-27-19 | JMM | 12-27-19 |
| CAFO | JMM | 12-30-19 | JMM | 12-31-19 |
| Mayor | MM | 12-31-19 | MM | 12-31-19 |
| City Comptroller | | | LKE | 1-10-20 |
| Community Development | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | |
|--|----------------------------------|--|
| Vendor No.: 16981 | Contract No.: 20200455 | Contract Date: 12/1/2019 11/20/19 |
| Contract Amt.: \$131,430.00 Issue Date: 12/19/19 Renewal Date: | | |
| Appropriation Code1: 26451815-530105-64516 | \$ 106,230.00 | |
| Appropriation Code2: 26881801-530105-68800 | \$ 25,200.00 | |
| Appropriation Code3: | | |
| Appropriation Code4: | | |
| Description of Funding Source: CDBG-NDR | | |
| Bid No.: | Requisition No.: 20009013 | PO No.: |
| Vendor Name: Christine Walters | | |
| Contract Type: CDBG-NDR Healthy Homes Rehab | | |
| Contract Purpose: Rehab of Home located 20-22 Florence St, Springfield, MA 01105 | | |
| Originating Dept.: Nigel Greaves/Office of Housing | | |
| Expiration Date: 1/4/2025 | Amendment Date: | Extension Date: |
| TYPE OF DOCUMENT (Please select at least one): | | |
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Renewal | <input type="checkbox"/> Amendment |
| | | <input type="checkbox"/> Extension |

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 20009013-00 FY 2020

Acct No:
 26451815-530105-64516
 Review:
 Buyer: lpl
 Status: Released

Page 1

Vendor
 CHRISTINE A WALTERS
 20 FLORENCE STREET
 SPRINGFIELD, MA 01105
 USA
 Tel#413-301-7069

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM
 Delivery Reference
 NIGEL GREAVES

C#20200455

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 12/19/19 | 016981 | | | | COMMUNITY DEVELOPMENT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------|--|--------------|--------------|-----------|
| General Notes | | | | |
| 001 | CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 20-22 FLORENCE ST, SPFLD MA | 1.00 EACH | 131430.00000 | 131430.00 |
| 1 | 26451815-530105-64516 | | 106230.00 | |
| 2 | 26881801-530105-68800 | | 25200.00 | |

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA 01103
 Delivery Reference
 NIGEL GREAVES

Requisition Link

Requisition Total 131430.00

***** General Ledger Summary Section *****

| Account | Amount | Remaining Budget |
|-----------------------|-----------------------|------------------|
| 26451815-530105-64516 | 106230.00 | 3141000.01 |
| CDBG-NDR-HEALTH HOMES | PROFESSIONAL SERVICES | |
| 26881801-530105-68800 | 25200.00 | 265904.20 |
| LEAD PAINT | PROFESSIONAL SERVICES | |

***** Approval/Conversion Info *****

| Activity | Date | Clerk | Comment |
|----------|------|-------|---------|
| | | | |

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 20009013-00 FY 2020

Acct No:
 26451815-530105-64516
 Review:
 Buyer: lpl
 Status: Released

Page 2

Vendor
 CHRISTINE A WALTERS
 20 FLORENCE STREET
 SPRINGFIELD, MA 01105
 USA
 Tel#413-301-7069

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELD CITYHALL.COM

Delivery Reference
 NIGEL GREAVES

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 12/19/19 | 016981 | | | | COMMUNITY DEVELOPMENT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----------|-----------------------------|-------------------|------------|-----------|
| Approved | 12/19/19 Amanda Pham | | | |
| Approved | 12/19/19 Cathy Buono | Auto approved by: | 102734 | |
| Queued | 12/19/19 Tim Brown | Auto approved by: | 102734 | |
| Queued | 12/19/19 Erin Hand | Auto approved by: | 102734 | |
| Queued | 12/19/19 Kaiya Hill-Thomas | Auto approved by: | 102734 | |
| Queued | 12/19/19 Hamediah Mohamed | Auto approved by: | 102734 | |
| Queued | 12/19/19 Christopher Fraser | Auto approved by: | 102734 | |
| Pending | Lindsay Hackett | Auto approved by: | 102734 | |
| Pending | TJ Plante | Auto approved by: | 102734 | |
| Pending | Lauren Stabilo | Auto approved by: | 102734 | |

C# 20200455

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Christine A. Walters ("Borrower") from the Healthy Homes Program in the amount of \$131,430.00 to fund rehabilitation of the home located at 20-22 Florence Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 6/25/19, 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.

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 20th day of November, 2019.



Christine A. Walters
Property Owner


Office of Housing
CITY OF SPRINGFIELD

new 26451815-530105-44510 \$106,230.00
26881801-530105-48800 \$25,200.00

Approved as to Appropriation:

Approved as to Form:

 *12/26/19*
Office of Comptroller
CITY OF SPRINGFIELD


Law Department
CITY OF SPRINGFIELD

APPROVED:

deputy 
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: Christine A. Walters

Project Address: 20-22 Florence Street, Springfield, MA 01105

| Cost Description | Project Budget |
|--|-----------------------|
| General Rehab | \$ 83,690.00 |
| Lead Abatement | \$ 25,200.00 |
| Initial Rehab Contract | \$ 108,890.00 |
| Initial Lead Inspection | \$ 522.00 |
| Lead Reinspection | \$ 475.00 |
| Healthy Homes Total | \$ 109,887.00 |
| Storage Containers (1 per unit) | \$ 700.00 |
| Relocation | \$ 3,000.00 |
| Legal Fees | \$ 700.00 |
| Total, including Administrative | \$ 114,287.00 |
| Contingency 15% | \$ 17,143.00 |
| Contract Grand Total | \$ 131,430.00 |

Exhibit B

SPECS BY LOCATION/TRADE

6/25/2019

Pre-Bid Site Visit: _____
Bidding Open Date: _____
Bidding Close Date: _____
Initial: _____

Case Number: Christine Walters 413-301-7069
Project Manager: Nigel Greaves
Phone: 413-886-5050

Address: 20 Florence Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 1 General Requirements

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 [Signature] 11/14/19
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 [Signature] 12/12/19
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.

Address: 20 Florence Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------------------------------------|--|----------|-------|------------|----------------|
| Trade: 1 General Requirements | | | | | |
| 40 | ALL PERMITS REQUIRED 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. | 1.00 | AL | _____ | <u>1200.00</u> |
| 45 | CONTRACTOR PRE-BID SITE VISIT 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 | WORK TIMES 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 | NEW MATERIALS REQUIRED 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 | WORKMANSHIP STANDARDS 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 | CLOSE-IN INSPECTIONS REQUIRED 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 | 1 YEAR GENERAL WARRANTY 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 | FINAL CLEAN 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 | _____ | _____ |

Trade: 9 Environmental Rehab

| | | | | | |
|------|--|------|----|-------|-----------------|
| 9002 | APPLICABLE LEAD-SPECIFIC DEFINITIONS 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 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. | 1.00 | GR | _____ | <u>24000.00</u> |
|------|--|------|----|-------|-----------------|

Address: 20 Florence Street Unit: Unit 01

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 9 Environmental Rehab

| | | | | | |
|------|---|------|----|--|--|
| 9003 | LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES | 1.00 | GR | | |
|------|---|------|----|--|--|

The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

| | | | | | |
|------|--|------|----|--|--|
| 9020 | LEAD-BASED PAINT REGULATIONS - FEDERALLY FUNDED HOUSING REHABILITATION | 1.00 | GR | | |
|------|--|------|----|--|--|

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. 35.1360 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: 25200.00

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 4 Site Work

| | | | | | |
|-----|----------------------|------|----|--|----------------|
| 465 | REMOVE TREE BRANCHES | 1.00 | EA | | <u>1500.00</u> |
|-----|----------------------|------|----|--|----------------|

Cut and remove tree branches back from house to a min. 10' distance, to legal dump. FROM HOUSE AND GARAGE

Trade: 7 Masonry

| | | | | | |
|------|---------------------------|------|----|--|---------------|
| 1105 | HATCHWAY BULKHEAD--PARGET | 1.00 | AL | | <u>500.00</u> |
|------|---------------------------|------|----|--|---------------|

Remove all loose broken and deteriorated material. Repair damaged concrete bulkhead. Match existing finish as closely as possible.

Trade: 10 Carpentry

| | | | | | |
|------|-------------------------------|-------|----|--|---------------|
| 2645 | TRIM--WRAP WITH ALUMINUM COIL | 12.00 | LF | | <u>250.00</u> |
|------|-------------------------------|-------|----|--|---------------|

Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with vinyl, including required starter pieces.

LEFT SIDE OF HOUSE

| | | | | | |
|------|-------------------|--------|----|--|----------------|
| 2715 | STUCCO ON MASONRY | 360.00 | SF | | <u>3500.00</u> |
|------|-------------------|--------|----|--|----------------|

Address: 20 Florence Street Unit: Unit 01

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

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

ENTIRE FOUNDATION

| | | | | | |
|------|---|------|----|--|--------|
| 3184 | DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR | 1.00 | EA | | 650.00 |
|------|---|------|----|--|--------|

Install a Jeld Wen ENERGY STAR certified 36" 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.

1ST FLOOR SIDE DOOR

| | | | | | |
|------|-------------------------|--------|----|--|----------|
| 3560 | PORCH--REBUILD COMPLETE | 275.00 | SF | | 17000.00 |
|------|-------------------------|--------|----|--|----------|

Support porch roof in place. Remove deteriorated porches. Construct 10" concrete sono tube piers, 2"x 10" joists with 1/2" tongue and groove Fir flooring to support child-proof wood guard railings and 6" square posts for roof. Dispose of existing steps. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Create a 3'6" high railing between 6"x 6" end posts. Construct a replacement unit with (4) 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 6' wide connecting to landing. Construct wooden handrails with balusters on both side 32" above tread nosing. Structural lumber and deck shall be preservative treated. Install 1/4"x 2" pine lattice on frame. Structural lumber and deck shall be preservative treated.

FRONT 1ST FL PORCH AND SIDE 1ST AND 2ND FLOOR PORCHES.
(PORTIONS WILL REQUIRE LEAD CONTRACTORS LICENSE)

Trade: 15 Roofing

| | | | | | |
|------|---------------------------------|------|----|--|--------|
| 4567 | ROOF--REPAIR SHINGLES ON GARAGE | 2.00 | SF | | 600.00 |
|------|---------------------------------|------|----|--|--------|

Carefully remove any damaged shingles without damaging any surrounding roof components. Replace missing or damaged shingles with matching shingles.

When installing under existing shingles higher on the roof fasten the new shingles by gently prying up existing shingles. Add roofing felt under the repaired area as necessary to maintain a continuous layer maintaining a waterfall installation. The finished repair will be water tight.

GARAGE ROOF

| | | | | | |
|------|------------------------------|--------|----|--|---------|
| 4635 | GUTTER--5" SEAMLESS ALUMINUM | 120.00 | LF | | 1100.00 |
|------|------------------------------|--------|----|--|---------|

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

PERIMETER OF HOUSE

| | | | | | |
|------|---------------------------------|--------|----|--|--------|
| 4640 | DOWNSPOUT--5" SEAMLESS ALUMINUM | 120.00 | LF | | 800.00 |
|------|---------------------------------|--------|----|--|--------|

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

Install extensions on all downspouts to a min. of 4'-6' long to divert water away from foundation walls.

PERIMETER OF HOUSE

Location Total: 25900.00

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

| | | | | | |
|------|-----------------------------|------|----|--|---------|
| 3595 | STEPS--REPLACE EXTERIOR--RI | 7.00 | RI | | 1100.00 |
|------|-----------------------------|------|----|--|---------|

Dispose of existing steps. Construct a replacement stair unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, 1x PTP risers on a solid concrete footer.

HATCHWAY BASEMENT STEPS

Trade: 21 HVAC

Address: 20 Florence Street Unit: Unit 01

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 21 HVAC

| | | | | | |
|------|----------------------------------|------|----|--|----------------|
| 6240 | REMOVAL OF OIL TANK--275 GALLONS | 1.00 | EA | | <u>2400.00</u> |
|------|----------------------------------|------|----|--|----------------|

Pull permit with fire dept. Disconnect and dispose of oil tank to code legal dump. Remove vent and fill pipes and seal holes.

| | | | | | |
|------|--|------|----|--|----------------|
| 6247 | BOILER--HIGH EFFICIENCY--W/ TANKLESS HOT WATER | 1.00 | EA | | <u>9500.00</u> |
|------|--|------|----|--|----------------|

Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation tool <http://www.acca.org/tech/manualj/> (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection. Provide both Manual J and S reports to the Owner for review and approval prior to installation. Replace existing boiler with a Gas Fired tankless steam boiler. Install boiler, connected to the distribution piping and radiators that service the house. Install new gas lines and meter connection for new service. Installation to include all gas piping, power and control wiring, a set back thermostat with separate weekday and weekend programs, 4 settings per day, a vacation hold feature and a lighted digital display such as the Lux Model Psp511LC, expansion tank, one circulation pump, water and oil supply and flue piping. The installation is required to maintain a minimum 70 F indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 86. Remove existing boiler, recycle all metal components and dispose of all other materials in a code legal dump. Install automatic water feed to new unit.

REPLACING OLD OIL BOILER WITH NEW GAS UNIT.

Trade: 22 Plumbing

| | | | | | |
|------|------------------------------|------|----|--|---------------|
| 6610 | WATER SUPPLY--INSPECT,REPORT | 1.00 | AL | | <u>250.00</u> |
|------|------------------------------|------|----|--|---------------|

Identify defects and submit to owner price of repairs to bring structure into compliance with the current national and local plumbing code.

| | | | | | |
|------|------------------------------|------|----|--|---------------|
| 6705 | WASTE LINES--INSPECT, REPORT | 1.00 | AL | | <u>250.00</u> |
|------|------------------------------|------|----|--|---------------|

Test waste lines for leaks and proper venting. Identify defects and submit to the agency a priced list of recommended repairs to bring structure into compliance with the current plumbing code.

| | | | | | |
|------|--------------------------------------|------|----|--|----------------|
| 6753 | PLUMBING SUPPLY/WASTE/VENT ALLOWANCE | 1.00 | AL | | <u>1800.00</u> |
|------|--------------------------------------|------|----|--|----------------|

For all plumbing repairs needed after inspections and evaluations.

| | | | | | |
|------|---|------|----|--|----------------|
| 7079 | WATER HEATER-- 50 GAL GAS--POWER VENTED | 1.00 | EA | | <u>1700.00</u> |
|------|---|------|----|--|----------------|

Install a 50 gallon, glass lined, minimum .67 energy factor (EF), power vented, insulated to minimum R-16, gas fired water heater with a 6 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor, condensate pump, owner's manual and all duct work to power vent to exterior. Provide separate electrical circuit and new gas piping from shut-off valve to fixture. Recycle the existing water heater. If the water heater is located in a basement with a floor drain the discharge tube shall be directed to the drain. If it is located on an upper floor or if there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.

Trade: 23 Electric

| | | | | | |
|------|-------------------------------|------|----|--|---------------|
| 7430 | CERTIFY ELECTRIC DISTRIBUTION | 1.00 | AL | | <u>350.00</u> |
|------|-------------------------------|------|----|--|---------------|

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.

CORRECT ALL EXPOSED WIRES. MISSING COVER PLATES ON JUNCTION BOX AND OUTLETS THROUGH OUT HOUSE INCLUDING THE ATTIC AREA.

Trade: 27 Fire Protection

| | | | | | |
|------|--------------------------|------|----|--|---------------|
| 8722 | CARBON MONOXIDE DETECTOR | 1.00 | EA | | <u>100.00</u> |
|------|--------------------------|------|----|--|---------------|

Install a hard wired or plug-in carbon monoxide detector with battery back up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.

Location Total: 17450.00

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

Address: 20 Florence Street Unit: Unit 01

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

| | | | | | |
|------|----------------------------|-------|----|--|---------------|
| 2520 | HANDRAIL--REPLACE INTERIOR | 10.00 | LF | | <u>150.00</u> |
|------|----------------------------|-------|----|--|---------------|

Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and 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.

ATTIC STEPS

| | | | | | |
|------|------------------------|------|----|--|---------------|
| 3515 | GUARD RAIL REPAIR-WOOD | 8.00 | LF | | <u>450.00</u> |
|------|------------------------|------|----|--|---------------|

Replace missing or defective balusters, support posts and railing with same size stock.

TOP OF ATTIC STEPS

Trade: 15 Roofing

| | | | | | |
|------|-------------|------|----|--|---------------|
| 4715 | VENT--GABLE | 2.00 | EA | | <u>400.00</u> |
|------|-------------|------|----|--|---------------|

Remove existing windows. Install a screened, aluminum, rectangular or square gable vent with at least 4 square feet of free air space.

Location Total: 1000.00

Location: 5 - Kitchens Approx. Wall SF: 392 Ceiling/Floor SF: 192

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

| | | | | | |
|------|------------------|------|----|--|---------------|
| 3705 | CABINETS--REPAIR | 1.00 | AL | | <u>650.00</u> |
|------|------------------|------|----|--|---------------|

Repair base and hanging cabinets by rehangng plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with detergent.

LOOSE COUNTERTOP IN 1ST FLOOR UNIT.

| | | | | | |
|------|-----------------------------|------|----|--|---------------|
| 3726 | CABINET - WOOD WALL-PLYWOOD | 2.50 | LF | | <u>350.00</u> |
|------|-----------------------------|------|----|--|---------------|

Install 30" upper cabinet constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floors. Carcasses will be 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.

2ND FLOOR UNIT ABOVE STOVE.

Trade: 17 Drywall & Plaster

| | | | | | |
|------|-----------------------|-------|----|--|---------------|
| 5210 | DRYWALL--PATCH--SMALL | 10.00 | RM | | <u>150.00</u> |
|------|-----------------------|-------|----|--|---------------|

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".

1ST FLOOR ABOVE KITCHEN SINK

Trade: 19 Paint & Wallpaper

| | | | | | |
|------|--|------|----|--|---------------|
| 5567 | PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC | 2.00 | RM | | <u>950.00</u> |
|------|--|------|----|--|---------------|

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

Address: 20 Florence Street Unit: Unit 01

Location: 5 - Kitchens Approx. Wall SF: 392 Ceiling/Floor SF: 192

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 19 Paint & Wallpaper

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 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 | 384.00 | SF | | <u>3000.00</u> |
|------|------------------------------------|--------|----|--|----------------|

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

| | | | | | |
|------|---------------------------------------|------|----|--|---------------|
| 6810 | FAUCET--KITCHEN SINGLE LEVER--2.0 GPM | 2.00 | EA | | <u>600.00</u> |
|------|---------------------------------------|------|----|--|---------------|

Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.
BOTH UNITS

Trade: 23 Electric

| | | | | | |
|------|--------------------|------|----|--|---------------|
| 7560 | RECEPTACLE REPLACE | 4.00 | EA | | <u>450.00</u> |
|------|--------------------|------|----|--|---------------|

Licensed electrician to replace any open ground 3- prong receptacle with ivory duplex receptacle and ivory cover plate.
2ND FLOOR UNIT

| | | | | | |
|------|-------------------------------------|------|----|--|---------------|
| 7583 | REPLACE RECEPTACLE WITH GFCI DEVICE | 2.00 | EA | | <u>100.00</u> |
|------|-------------------------------------|------|----|--|---------------|

Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.
1ST AND 2ND FLOOR UNITS. OPEN GROUND CONNECTION ON 2ND FLOOR UNIT

| | | | | | |
|------|----------------------|------|----|--|--------------|
| 7675 | REPLACE LIGHT SWITCH | 2.00 | EA | | <u>50.00</u> |
|------|----------------------|------|----|--|--------------|

Replace light switch with single pole, ivory toggle switch and ivory plastic cover plate.
1ST FLOOR UNIT ABOVE COUNTERTOP NEAR SINK

| | | | | | |
|------|---------------------------|------|----|--|---------------|
| 7840 | RANGE HOOD--RECIRCULATING | 1.00 | EA | | <u>450.00</u> |
|------|---------------------------|------|----|--|---------------|

Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Fish wire and repair all tear out. Owner's choice of color.
2ND FLOOR UNIT

| | | | | | |
|------|---------------------------------------|------|----|--|---------------|
| 8017 | ENERGY STAR CEILING FAN LIGHT FIXTURE | 1.00 | EA | | <u>250.00</u> |
|------|---------------------------------------|------|----|--|---------------|

Install an ENERGY STAR® approved Farmington 52 inch white ceiling fan Model # B552QI-WH at Home Depot with a ENERGY STAR® approved Progress Lighting Air Pro light fixture Model # P2620-30EBWB at Home Depot switched at the room entrance by a Leviton Do it Best Fan and Light Control wired with separate switching for the fan and light.
2ND FLOOR UNIT

Trade: 25 Appliances

| | | | | | |
|------|------------------|------|----|--|---------------|
| 8502 | DISPOSAL--3/4 HP | 1.00 | EA | | <u>250.00</u> |
|------|------------------|------|----|--|---------------|

Remove existing disposal. Install a InSinkErator 3/4 HP Evolution Essential garbage disposal with reset button and hand crank. Include plumbing and electrical connections.
1ST FLOOR UNIT

Location Total: 7250.00

Location: 6 - Bathrooms Approx. Wall SF: 210 Ceiling/Floor SF: 56

Address: 20 Florence Street Unit: Unit 01

Location: 6 - Bathrooms Approx. Wall SF: 210 Ceiling/Floor SF: 56

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 5 Demolition & Disposal

| | | | | | |
|--|------------------------|--------|----|--|--------|
| 715 | GUT BATHROOM INTERIORS | 112.00 | SF | | 900.00 |
| Remove all floor and wall finishes, windows, doors, trim, equipment, debris and household items from structure and dispose of in legal landfill. Broom sweep all floors and rake yard areas. | | | | | |
| 1ST AND 2ND FLOOR BATHROOMS | | | | | |

Trade: 10 Carpentry

| | | | | | |
|---|----------------------------|-------|----|--|--------|
| 2406 | BASEBOARD--COLONIAL 3 1/4" | 32.00 | LF | | 300.00 |
| Install finger jointed WM-623fj 9/16" x 3-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. | | | | | |
| BOTH BATHROOMS | | | | | |

| | | | | | |
|---|----------------------------|------|----|--|--------|
| 2840 | TRIM--WINDOW SET, INTERIOR | 2.00 | EA | | 400.00 |
| Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine. | | | | | |
| BOTH BATHROOMS | | | | | |

| | | | | | |
|--|-----------------------------------|------|----|--|--------|
| 3360 | DOOR--PREHUNG PASSAGE--SPLIT JAMB | 2.00 | EA | | 600.00 |
| 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. | | | | | |
| BOTH BATHROOMS | | | | | |

| | | | | | |
|---|------------------------------|------|----|--|--------|
| 3825 | MEDICINE CABINET--SURF MOUNT | 1.00 | EA | | 150.00 |
| Install a 16"x22" metal, surface mounted medicine cabinet with hinged plate glass mirror and two shelves. | | | | | |

| | | | | | |
|---|-----------------------|------|----|--|--------|
| 3831 | MEDICINE CABINET--20" | 2.00 | EA | | 200.00 |
| Install a 20"x26" medicine cabinet with an aluminum frame, hinged beveled plate glass mirror and two glass shelves such as the Kohler Model #: CB-CLC2026FS or equal. | | | | | |

| | | | | | |
|---|-------------------------------|------|----|--|--------|
| 3835 | ACCESSORY SET--4 PIECE CHROME | 2.00 | EA | | 220.00 |
| Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, one towel ring, and a toilet paper holder. | | | | | |

| | | | | | |
|---|-------------------------|------|----|--|--------|
| 3940 | TUB/SHOWER GRAB BAR SET | 1.00 | EA | | 750.00 |
| Install 5 grab bars within the tub/shower alcove. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing. | | | | | |
| 1ST FLOOR BATHROOM | | | | | |

Trade: 16 Conservation

| | | | | | |
|---|--------------------------------------|--------|----|--|--------|
| 4905 | INSULATE WALL--R-13 KRAFT FACED BATT | 140.00 | SF | | 550.00 |
| After air sealing (Spec # 16-4903) install 3-1/2" thick, R-13, kraft paper faced fiberglass roll insulation between studs per manufacturer's specifications, carefully fit around all mechanical and structural components so that there are no gaps, the batts not compressed, and the cavities are completely filled. Staple flanges to the faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the wall finish is installed. | | | | | |
| ALL EXTERIOR WALLS ON BOTH BATHROOMS | | | | | |

Address: 20 Florence Street **Unit:** Unit 01

Location: 6 - Bathrooms **Approx. Wall SF:** 210 **Ceiling/Floor SF:** 56

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--|---|----------|-------|------------|----------------|
| Trade: 16 | Conservation | | | | |
| Trade: 17 | Drywall & Plaster | | | | |
| 5245 | DRYWALL--LAMINATE WATER RESIST | 540.00 | SF | | <u>2100.00</u> |
| <p>Hang 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove top molding from 3-piece base. Butt drywall to door and window casing. Tape, 3 coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding.</p> <p>BOTH BATHROOMS</p> | | | | | |
| Trade: 19 | Paint & Wallpaper | | | | |
| 5567 | PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC | 2.00 | RM | | <u>850.00</u> |
| <p>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 All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).</p> | | | | | |
| Trade: 20 | Floor Coverings | | | | |
| 5922 | UNDERLAYMENT & LINOLEUM SHEET GOODS | 112.00 | SF | | <u>900.00</u> |
| <p>Repair any damaged subflooring. Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install Forbo's Marmoleum or Armstrong Marmorette linoleum sheet goods, per manufacturer's most current recommendations. Owner's choice of color.</p> <p>BOTH BTHROOMS</p> | | | | | |
| Trade: 22 | Plumbing | | | | |
| 7181 | BATH--3 FIXTURE COMPLETE | 2.00 | EA | | <u>3500.00</u> |
| <p>Re-plumb entire bath to provide fixtures as follows:</p> <p>1) Install a 5', 4 piece, Sterling Advantage™, fiberglass tub and shower unit 60" x 30" x 72" Product #: 61030126 (right hand drain) or 61030116 (left hand drain) Including age in place factory installed backers for later grab bar installation http://www.sterlingplumbing.com/home.str1 - complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Monitor Model 1343 tub/shower faucet - http://www.deltafaucet.com/ - 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.</p> <p>2) Install a 1.28 GPF white American Standard FloWise Compact Cadet 3 EL 2568.128. 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.</p> <p>3) Install a 36" 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.</p> | | | | | |
| Trade: 23 | Electric | | | | |
| 8137 | UPDATE EXISTING ELECTRIC - BATHROOM | 2.00 | RM | | <u>800.00</u> |
| <p>Update the electrical fixtures in the bathroom including:</p> | | | | | |

| | |
|------------------------------------|--|
| Address: 20 Florence Street | Unit: Unit 01 |
| Location: 6 - Bathrooms | Approx Wall SF: 210 Ceiling/Floor SF: 56 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 23 Electric

- 1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.
- 2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams 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 and air seal fan/light assembly to the ceiling with low VOC caulk.
- 3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

BOTH BATHROOMS

Location Total: 12220.00

| | |
|--------------------------------|---------------------------------------|
| Location: 7 - Interiors | Approx Wall SF: 0 Ceiling/Floor SF: 0 |
|--------------------------------|---------------------------------------|

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

2351 FLOOR--REFINISH WOOD LOW VOC 9.00 RM 4500.00

Counter sink all nails and fill holes. Sand the entire floor including the edges using a 120 grit (or finer) sandpaper for the final sanding. Vacuum and tack rag room. Apply 1 coat of one of the following sealers by Basic Coating (Commercial Catalyzed Sealer, Hydroline Sealer, EZ Dry, or Emulsion) then apply 2 coats of StreetShoe® 275 that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

FOLLOWING LOCATIONS:
 1ST FL ALL BEDROOMS, LIVING ROOM AND DINING ROOM
 2ND FL ALL BEDROOMS AND DINING ROOM

2840 TRIM--WINDOW SET, INTERIOR 1.00 EA 550.00

Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine.
 1ST FL MIDDLE BEDROOM

3345 REFRAME DOORWAY--DOOR FLUSH INT, HOLLOW CORE 1.00 EA 300.00

Remove existing door and framing. Frame door opening for new 30" doorway. Install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.
 2ND FL MIDDLE BEDROOM

Trade: 17 Drywall & Plaster

5270 DRYWALL--1/2" 450.00 SF 1150.00

Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Sand ready for paint.
 1ST FL MIDDLE BEDROOM

Trade: 19 Paint & Wallpaper

5567 PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC 12.00 RM 4500.00

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

Address: 20 Florence Street

Unit: Unit 01

Location: 7 - Interiors

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 19 Paint & Wallpaper

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 All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

ALL ROOMS ON 1ST AND 2ND FLOOR INCLUDING PANTRY'S

Trade: 23 Electric

| | | | | | |
|------|--------------------|-------|----|--|--------|
| 7560 | RECEPTACLE REPLACE | 17.00 | EA | | 950.00 |
|------|--------------------|-------|----|--|--------|

Licensed electrician to replace existing all 2/3- prong open ground receptacles with ivory duplex receptacle and ivory cover plate.

INCLUDES 1ST AND 2ND FLOOR UNITS

- 1ST FL FRONT BEDROOM (2) 2-PRONG OUTLETS
- 1ST FL LIVING ROOM (3) 2-PRONG OUTLETS
- 1ST FL DINING ROOM (1) 2-PRONG OUTLETS
- 1ST FL REAR BEDROOM (1) 2-PRONG OUTLETS
- 1ST FL MIDDLE BEDROOM (2) 2-PRONG OUTLETS
- 2ND FL DINING ROOM (2) 3-PRONG OUTLETS
- 2ND FL LIVING ROOM (1) 3-PRONG OUTLETS
- 2ND FL FRONT BEDROOM (2) 3-PRONG OUTLETS
- 2ND FL MIDDLE BEDROOM (2) 3-PRONG OUTLETS
- 2ND FL REAR BEDROOM (1) 3-PRONG OUTLETS

| | | | | | |
|------|----------------------------|-------|----|--|---------|
| 7565 | INSTALL RECEPTACLE--15 AMP | 12.00 | EA | | 1400.00 |
|------|----------------------------|-------|----|--|---------|

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.

ROOMS WITH LIMITED NUMBER OF OUTLETS.

- 1ST FL FRONT BEDROOM (2)
- 1ST FL DINING ROOM (2)
- 1ST FL REAR BEDROOM (2)
- 2ND FL DINING ROOM (1)
- 2ND FL LIVING ROOM (2)
- 2ND FL MIDDLE BEDROOM (1)
- 2ND FL REAR BEDROOM (2)

| | | | | | |
|------|------------------------|------|----|--|--------|
| 7730 | LIGHT FIXTURE--REPLACE | 2.00 | EA | | 160.00 |
|------|------------------------|------|----|--|--------|

Replace a wall mounted, 1 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.

- 1ST FL REAR BEDROOM
- 2ND FL MIDDLE BEDROOM

| | | | | | |
|------|--------------------------------------|------|----|--|--------|
| 7752 | ENERGY STAR INTERIOR CEILING FIXTURE | 4.00 | EA | | 400.00 |
|------|--------------------------------------|------|----|--|--------|

Licensed electrician to install an Energy Star approved, flush mounted ceiling light fixture using a GU24 Base lamp such as the Efficient Lighting model EL-815-123-W or equivalent.

Address: 20 Florence Street Unit: Unit 01

Location: 7 - Interiors Approx. Wall SF: 0 Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 23 Electric

FOLLOWING LOCATIONS:

- 1ST FL FRONT BEDROOM
- 1ST FL PANTRY
- 2ND FL PANTRY
- 2ND FL MIDDLE BEDROOM

| | | | | | |
|------|---------------------------------------|------|----|--|--------|
| 8017 | ENERGY STAR CEILING FAN LIGHT FIXTURE | 1.00 | EA | | 450.00 |
|------|---------------------------------------|------|----|--|--------|

Install an ENERGY STAR® approved Farmington 52 inch white ceiling fan Model # B552QI-WH at Home Depot with a ENERGY STAR® approved Progress Lighting Air Pro light fixture Model # P2620-30EBWB at Home Depot switched at the room entrance by a Leviton Do it Best Fan and Light Control wired with separate switching for the fan and light.

1ST FL LIVING ROOM

Trade: 1601 Demolition, Salvage, Reuse & Disposal

| | | | | | |
|-----|----------------------------|--------|----|--|---------|
| 705 | DEMO PLASTER WALLS/CEILING | 450.00 | SF | | 1000.00 |
|-----|----------------------------|--------|----|--|---------|

Seal doorways with 4 mil. plastic flaps. Protect floors with plywood over 4 mil. plastic or cloth tarps. Remove plaster; lath; DRYWALL and fastness from walls & ceilings using half-mask respirators. Vacuum room prior to completing additional tasks.

1ST FL MIDDLE BEDROOM

Location Total: 15360.00

Location: 8 - Front Staircases/Hallways Approx. Wall SF: 0 Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

| | | | | | |
|------|-----------------------|-------|----|--|--------|
| 2530 | BALUSTER--TURNED PINE | 12.00 | EA | | 500.00 |
|------|-----------------------|-------|----|--|--------|

Repair loose balusters and Install missing turned, pine baluster, 30" high to match existing as closely as possible. FRONT HALLWAY/STAIRCASE

Trade: 19 Paint & Wallpaper

| | | | | | |
|------|--|------|----|--|---------|
| 5567 | PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC | 1.00 | AL | | 1500.00 |
|------|--|------|----|--|---------|

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 All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

ALL WALLS AND CEILINGS IN FRONT HALLWAYS AND STAIRCASES.

Trade: 23 Electric

| | | | | | |
|------|------------------------|------|----|--|-------|
| 7730 | LIGHT FIXTURE--REPLACE | 1.00 | EA | | 80.00 |
|------|------------------------|------|----|--|-------|

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture. 2ND FLOOR

Address: 20 Florence Street

Unit: Unit 01

Location Total: 2080.00

Location: 9 - Rear Staircases/Hallways

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--------|------|----------|-------|------------|-------------|
|--------|------|----------|-------|------------|-------------|

Trade: 10 Carpentry

| | | | | | |
|------|----------------------------|-------|----|--|--------|
| 2520 | HANDRAIL--REPLACE INTERIOR | 15.00 | LF | | 200.00 |
|------|----------------------------|-------|----|--|--------|

Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and 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.

REAR STAIRCASE 1ST TO 2ND FLOOR

Trade: 19 Paint & Wallpaper

| | | | | | |
|------|--|------|----|--|---------|
| 5567 | PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC | 1.00 | RM | | 1200.00 |
|------|--|------|----|--|---------|

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 All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

1ST AND 2ND FLOOR REAR HALLWAYS AND STAIRCASE.

Trade: 20 Floor Coverings

| | | | | | |
|------|-------------------------------------|--------|----|--|---------|
| 5920 | UNDERLAY AND VINYL COMPOSITION TILE | 260.00 | SF | | 1000.00 |
|------|-------------------------------------|--------|----|--|---------|

Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.

1ST AND 2ND FLOOR REAR HALLWAYS

Trade: 23 Electric

| | | | | | |
|------|-----------------------|------|----|--|-------|
| 7555 | COVER PLATES- MISSING | 2.00 | EA | | 30.00 |
|------|-----------------------|------|----|--|-------|

Install an ivory, switch cover plate.

REAR STAIRCASE

Location Total: 2430.00

Unit Total for 20 Florence Street, Unit Unit 01:

Address Grand Total for 20 Florence Street: 108,890.00

Bidder: Construction Co-Op LLC

Exhibit C

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of November 20, 2019, between Christine A. Walters, whose address is 20 Florence Street ("**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 November 20, 2019 in the sum of \$131,430.00 (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 20-22 Florence Street 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 6/25/2019. 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.
 - 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 income¹ 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.

¹ 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.

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.

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

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.

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: Christine A. Walters
Christine A. Walters,
Borrower

Mary K. Eaton
Witness - Mary K. Eaton

Commonwealth of Massachusetts

Hampden, ss

November 20, 2019

On November 20, 2019 before me, the undersigned notary public, personally appeared, Christine A. Walters proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Mary K. Eaton (Official signature and seal of notary).

Notary Public: Mary K. Eaton

My Commission Expires: 05/02/2025



MARY K. EATON
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES MAY 2, 2025

The note secured by this Mortgage has:

A principal sum of \$131,430.00

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

The sum of \$131,430.00 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.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: **20-22 Florence Street, Springfield, MA 01105**

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Christine A. Walters ("Borrower"), promise to pay \$131,430.00 (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.

(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.

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.

Christine Walters
Borrower

Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.

Notary Public
My Commission Expires:

SCHEDULE B
PROPERTY DESCRIPTION

Schedule "B"

The land with the buildings thereon, situated in Springfield, Hampden County, Massachusetts, on the northerly side of Florence Street, and known and designated as lot #8 on plan of lots recorded in the Hampden County Registry of Deeds, Book 158, Page 230, said lot being more particularly bounded and described as follows:

Bounded Southerly by Florence Street, sixty-six (66) feet more or less; Westerly by land now or formerly of William McCormick and land now or formerly of one Parker, one hundred forty-one (141) feet, more or less; Northerly by land now or formerly of Abbie M. Vining, land now or formerly of Jennette L. Smith, and land now or formerly of Fanny G. Robbins; and Easterly by land now or formerly of Ernest G. Spring.

Being the same premises conveyed to the Mortgagor herein by deed of Sheryl R. Sterling dated August 1, 2006 and recorded in the Hampden County Registry of Deeds in Book 16094, Page 389.

17675-190770\379262.docx

CHERYLA. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

Exhibit D

PROMISSORY NOTE

November 20, 2019
Springfield, Massachusetts

Property Address: 20-22 Florence Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, **Christine A. Walters** ("Borrower"), promise to pay \$131,430.00 (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 5th 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.

(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 owed 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:

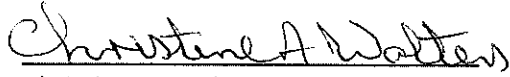
Due Upon Sale or Transfer. If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

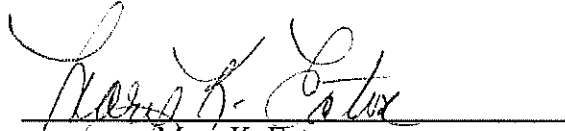
Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

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


Christine A. Walters,
Borrower



Witness Mary K. Eaton

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 20th day of November, 2019, before me, the undersigned Notary Public, personally appeared the above-named Christine A. Walters, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.


Notary Public Mary K. Eaton
My Commission Expires: 05/02/2025



MARY K. EATON
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES MAY 2, 2025

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).