



Contract 20150496

### 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	td	10/21/14	td	10/21/14
City Comptroller	td	10/21/14	td	10/22/14
Law	td	10/21/14	td	10/24/14
CAFO	td	10/24	td	10/28
Mayor	td	10/28	td	10/28/14
City Comptroller	td	10/29/14	td	10/29/14
Community Development				

Vendor No.: 11582    Contract No.: 20150496    Contract Date: 09/30/2014

Contract Amt.: \$231,294.00    Issue Date:    Renewal Date:

Appropriation Code1: 26401827-530105-64014  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-DR

Bid No.:                      Requisition No.: 15005989    PO No.:

Vendor Name: VIVA Development

Contract Type: CDBG

Contract Purpose: CDBG-DR Housing Development of 17 & 23 Beech Street.

Originating Dept.: Community Development

Expiration Date: 10/31/2015    Amendment Date:                      Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New                       Renewal                       Amendment                       Extension

**CITY OF SPRINGFIELD  
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
DEVELOPER AGREEMENT**

This Agreement, entered into as of the 30 day of **September**, 2014, by and between: **Viva Development, LLC** a for-profit corporation with its principal office and place of business at **50 Clayton Street**, Springfield, Massachusetts (hereinafter referred to as the Developer), and the City of Springfield, a municipal corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts, acting by and through its Office of Disaster Recovery & Compliance, with the approval of the Mayor (hereinafter referred to as the City).

**WHEREAS**, the City has received Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the United States Government under the Disaster Relief Appropriations Act, 2013 (Pub. L., 113-2, FR-5696-N-01 Released March 5, 2013), administered by and through the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City sought developers to pursue CDBG-DR activities through developers selected through a Request for Proposal and Notify of Funding Availability and the Developer was chosen in **June 2014** as a qualified developer;

**WHEREAS**, the Developer has identified the property at **17 Beech Street (01180-0016) & 23 Beech Street (01180-0015), Springfield, MA**, and as such this property may be developed with the Developer Subsidy as permitted under the City of Springfield Request for Proposals/Notice of Funding Availability Bid# 14-221, Federal CDBG-DR and CDBG-DR Regulations and/or in regulations promulgated thereunder (the "Project Property");

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows.

**1. DEVELOPER SUBSIDY**

City hereby agrees to grant to the Developer an amount not to exceed **Two Hundred Thirty One Thousand, Nine Hundred Dollars and 00/100 (\$231,294.00)** subject to the terms and conditions contained hereinafter.

**2. PROJECT DESCRIPTION AND BUDGET**

a. The Project shall consist of new construction of the Project Property for re-sale to qualified eligible purchasers. The City approves the Project Property for CDBG-DR construction with the developer subsidy. All units assisted with developer subsidy funds must be occupied by a purchasing individual or family that is a Qualified Family. A "Qualified Family" shall mean a Family whose annual income is not greater than one hundred twenty percent (120%) of the median income for the Area based on family size as determined by the U.S. Department of

Housing and Urban Development. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 813 (or any successor regulations).

b. The Developer shall redevelop the Project Property no later than October 31, 2015, and shall re-sell the Project Property to a qualified purchaser within six (6) months of issuance of the certificate of occupancy.

c. The Developer shall complete the Project pursuant to the budget attached hereto as Exhibit A and incorporated herein by reference.

d. The Developer shall complete the Project pursuant to the schedule attached hereto as Exhibit B and incorporated herein by reference.

e. The Developer shall complete the Project pursuant to the terms set forth in the City's April 2014 CDBG-DR Request for Proposals/Notice of Funding Availability, incorporated herein by reference.

f. Until sale of the Project Property to a Qualifying Family pursuant to the terms herein, the Developer shall provide detailed Monthly Progress Reports regarding the Project Property. Each Progress Report shall contain a level of detail sufficient to permit the City to monitor the progress of Project implementation and ensure adequate progress to meet timelines, milestones and completion. Failure to provide Monthly Progress Reports, or failure to make sufficient progress toward meeting timelines, milestones and completion, in the sole opinion of the Office Disaster Recovery & Compliance, shall be grounds for termination of this Agreement, and recapture of any Sub-Grant amounts expended by the Developer.

### **3. AFFORDABILITY AND RE-SALE RESTRICTIONS**

a. The resale of the Project Property shall be subject to the following affordability restriction: the home must be affordable to households at or below 120% of area median income. Failure to meet the requirements of the above-referenced regulations may result in recapture of developer subsidy funds by the City. At the time of its acquisition of any property using any portion of the developer subsidy and/or at the re-sale of any such property and/or unit, the Developer shall record or have recorded a deed restriction, restricting occupancy and allowable rents or resale prices for the following periods:

<u>CDBG-DR Fund</u>	<u>Minimum Period of Affordability</u>
Less than \$15,000	5 Years
\$15,000-\$40,000	10 Years
Greater than \$40,000	15 Years

b. The Project Property shall initially be priced to sell at or about \$150,000. This amount may be adjusted down in the event that the Developer is unable to sell the property within a reasonable time period at this price, after having made diligent marketing efforts.

Proceeds from the sale of the Project Property shall be considered Program Income, and shall be returned to the City at the time of transfer of the property to the qualified purchaser. Proceeds from the sale of the property shall mean: (a) the sale price, plus (b) the sum of all CDBG-DR grants and forgivable loans to the property, plus (c) the sum of any energy rebates or grants to the property, minus:

- (i) the development costs (including acquisition costs and developer's fee) and developer's fee set forth in the individual project budget attached to the property-specific grant agreement, and
- (ii) up to Four Thousand (\$4,000.00) in closing cost and down-payment assistance to the qualified purchaser, should such be needed to facilitate the sale of the property.

The parties understand that, depending on the project, there may be no proceeds. In the event there are multiple lenders on the property proceeds shall be distributed to the senior lender first, and secondly to the Developer as acquisition lender, if the Developer has made an acquisition loan for the original acquisition of the property, and thirdly to the City, up to the amount of the City's CDBG-DR grant or loan to the project, and lastly among other junior lenders proportionally to the amount of principal outstanding on their respective loans, provided, however, that any amount to be distributed to the junior lenders may be retained by the Developer, if such retention is allowed by such other junior lenders.

c. The Developer shall be required to notify the City upon a sale of the property in accordance with the terms contained herein.

d. The Developer shall provide, at its sole cost and expense, at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency to the purchaser of the Project Property, unless such purchaser has already received such counseling.

#### 4. ENVIRONMENTAL REVIEW

Prior to the acquisition of the property using any portion of the Developer Subsidy, the Developer shall notify the City of such impending acquisition, and the City shall cause an environmental review to be performed and prepared in accordance with 24 CFR Part 58. No property may be obtained with any portion of the developer subsidy until such environmental review has been performed. Notwithstanding any provision of this Agreement, the Developer acknowledges that this Agreement does not constitute a commitment of funds. An approval may occur only upon satisfactory completion of an environmental review to determine whether it meets federal, state, and local environmental standards and receipt by the City of Springfield of a release of funds from HUD under 24 CFR Part 58. The parties agree that the provision of any funds to the Project is conditioned on the City of Springfield's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.

#### 5. REVIEW AND APPROVAL

a. Architectural or other scale drawings, specifications, and cost analysis must be submitted to the City before the start of construction for all redevelopment and/or rehabilitation of Project Properties. Violation of any one of the above conditions shall be grounds for termination of this Agreement. In the event of such termination, this Agreement shall become null and void and any claims of cost incurred during this Agreement will be the sole responsibility of the Developer.

b. The Developer shall certify compliance of the Project with applicable: environmental protection ordinance, regulation or law; building, regulation or law; health, regulation or law; historic preservation, regulation or law; licensing, regulation or law; planning, regulation or law; sanitation, regulation or law; architectural access, regulation or law; zoning, regulation or law; subdivision, regulation or law; affordable housing rent control restrictions, regulation or law; land use laws and regulations; and certificates of occupancy.

## 6. PAYMENT

a. The Developer shall submit to the City a request for payment after the actual expenditure of funds. Drawdowns for the payment of eligible expenses shall be made in accordance with performance against the line item budget specified in Exhibit A described herein and attached hereto. The requisition for payment, if for the acquisition of the Project Property, must include a copy of the settlement statement. If the requisition for payment is for rehabilitation and/or redevelopment work, such requisition must include a detailed description of all work performed during the reporting period and back-up documentation of all expenses.

b. All payments will be made on a reimbursement basis only. Developer shall provide all documentation substantiating reimbursement in a form specified or agreed to by the City. Payment to Developer shall be subject to the prior receipt by City of a completed "Developer Reimbursement Request Form" for payment from Developer certifying under the pains and penalties of perjury that the Developer has actually performed or caused to be performed the work and expended the time claimed for services under the Agreement in conformity with its terms and conditions, and that Developer is actually entitled to receive the amount of reimbursement requisitioned by Developer under the terms of the Agreement. Said reimbursement may include compensation for Developer overhead with respect to the work already performed, in conformity with the line item budget specified in Exhibit A.

c. The obligation of the City to advance the proceeds under the grant for construction of the Project is subject to the following conditions precedent:

(1) Issuance of building permits with respect to the construction work to be undertaken on the Premises;

(2) Approval of the plans and specifications for the construction work by all local, state and federal regulatory authorities having such plans and specifications approval jurisdiction over the Project;

d. Upon receipt, the City shall review the request and the documentation submitted and confirm that the acquisition for which payment is sought and/or the redevelopment or rehabilitation work for which payment is sought conforms in all respects to the terms of this agreement, CDBG-DR, and regulations promulgated thereunder. If the City determines, in its sole and absolute discretion that such request does so conform, payment of the requested amount, subject to discount for any disallowed amount, shall be paid within thirty (30) days of such request. Should the City disallow any requested cost, it shall provide, in writing, the basis for such determination.

## 7. INSURANCE

a. **General Requirements.** Within seven (7) days of the Effective Date, and at all times thereafter during the term of this Agreement, the Developer shall maintain, or cause to be maintained by its contractors, who shall name the City as an additional named insured and provide proof of same, insurance for the mutual benefit of the City and the Developer as their interests may appear:

i. Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the City or Developer from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project Property;

ii. All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the City from time to time, but not less than \$1 million per occurrence, \$2 million aggregate;

iii. Workers compensation insurance for employees of Developer and the Contractors; and

iv. Builder's risk insurance.

Such coverage may be maintained through policies obtained by contractors retained by the Developer so long as such policies identify Developer and the City as additional insured thereunder.

The Developer shall furnish the City with satisfactory proof that it has obtained all applicable insurance as described in this Section from insurance companies or underwriters reasonably satisfactory to the City. The Developer shall furnish to the City certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The Developer shall, on an annual basis, provide the City with proof that the aforesaid insurance policies are being maintained.

b. **Restrictions.** All policies referred to in section will, to the extent then generally obtainable, contain agreements by the insurers that (a) subject to the rights of any CDBG-DR mortgagee, any loss will be payable to the City, notwithstanding any act or negligence of the

Developer which might otherwise result in forfeiture of said insurance; (b) such policies may not be canceled except upon 30 Days prior written notice to each named insured and loss payee; and (c) that the insurance carrier will not invoke the defense of performance of governmental function of the provider in performing its contract with the City.

**c. Additional Insurance.** Nothing in this Article shall prevent the Developer from taking out insurance of the kind and in the amounts and with companies provided for under this section under a blanket insurance policy or policies which can cover other properties as well as the Project Property; provided, however, that any such policy of insurance provided for under this section must (a) specify therein, or the Developer shall furnish the City with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by this section to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

## **8. TITLE INSURANCE**

The Developer shall provide the City with title abstracts as requested. In addition the Developer shall provide and maintain title insurance on the property to the City in an amount equal to 100% of the grant amount.

## **9. HOLD HARMLESS/INDEMNIFICATION**

The Developer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Developer's performance or non-performance of the services or subject matter called for in this Agreement.

## **10. NO HAZARDOUS SUBSTANCES**

The Developer represents and warrants to the City that no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property, except for certain hazardous substances as previously disclosed to the City in the environmental reports delivered to City, as to all of which hazardous substances Developer shall undertake and complete all necessary and appropriate response actions (including without limitation removal, encapsulation and/or remediation) in accordance with all applicable legal requirements in order to achieve a level of no significant risk to human health, public welfare or the environment, prior to completion of the Project and occupancy of any units therein. The Developer shall not release

or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law). The Developer shall provide the City with prompt written notice: (a) upon the Developer's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property; (b) upon the Developer's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Developer's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property. The Developer hereby agrees, at its sole cost and expense, to promptly take all remedial action necessary or appropriate to assess, contain, monitor, remediate and remove all hazardous substances which are located upon or released at the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefore or such storage is allowed by applicable law) or which otherwise are in violation of any legal requirements, and to take all actions necessary or appropriate to avoid any liability of or claims against the Developer, the City, or any subsequent owner of the Property, and to avoid the imposition of any liens on the Property as a result of the presence of hazardous substances thereon. The Developer agrees, at its sole cost and expense, to provide to the City all professional environmental assessments prepared with respect to the Property at any time while the Loan is outstanding and such other information with respect to hazardous substances at the Property as the City from time to time may require. The Developer further agrees to indemnify and hold the City harmless from and against any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever arising at any time from or out of the presence or release of any hazardous substance at or from the Property or the violation of any legal requirements with respect to such hazardous substances

Each of the foregoing representations and warranties shall survive the making of the Grant and any advance of funds pursuant thereto and the Developer shall indemnify and hold harmless the City from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the City.

## 11. AMENDMENTS

The City or Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by all parties to this agreement. Such amendments shall not invalidate this Agreement nor relieve or release the City or Developer from its obligations under this Agreement.

The City reserves the right to propose amendments to this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule



of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by all parties to this agreement.

Where an authorized amendment includes a change to the Developer's compensation, the revised compensation figures shall be incorporated in any written amendments to Exhibit A (Budget). In the event such change orders or work amendments increase the total amount of compensation to be paid Developer, the amendment shall only be valid when signed by all parties to this agreement.

**12. ASSIGNABILITY AND SUBAGREEMENTS**

**a. Assignability.** The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto.

**b. SubAgreements** The Developer shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process. General contractors subcontracting with Developer under this Agreement may be selected by a request for qualifications process with subsequent competitive bidding between general contractors so selected, which process satisfies the requirement for awarding on a fair and open competition basis. The City acknowledges and approves the general contractor selection process previously submitted to the City by the Developer.

**13. ADMINISTRATIVE REQUIREMENTS**

**a. Financial Management** The Developer shall comply with the following requirements and standards:

- 24 CFR Part 84 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(B).
- OMB Circular A-133, "Audits of States, Local government and Non-Profit Organizations." The Developer shall comply with OMB Circular A-110 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**b. Record Keeping.** The Developer agrees that their books, ledgers, accounts and the files and records pertaining to the Project shall be available for inspection at periodic intervals by the Grantee. It is further agreed that the separate books of accounts, ledgers, records, and files pertaining to the Project shall be maintained in accordance with the United

States General Services Administration Office of Management and Budget's Cost Principles for State and Local Governments Federal Management Circular A-87.

The Developer's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.

The Developer shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven years after formal closeout of the grant.

**c. Audits and Inspections**

i. The Developer shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current City policy concerning Developer audits and OMB Circular A-133, which requires that all nonprofit organizations that expend in excess of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, Developer shall comply with all applicable sections of OMB Circular A-133, including the requirement that the Developer provide the City with all financial and management audit letters with attached concerns and findings within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The City reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the Developer.

ii. The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by Developer which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.

iii. Failure of the Developer to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

**14. SUSPENSION OR TERMINATION**

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, after ten days prior written notice to the Developer and the Developer's failure to correct such failure to comply, which includes, but are not limited to, the following:

- a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;
- b. Failure for any reason of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Developer to the City reports that are incorrect or incomplete in any material respect.

The City shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the Developer. Such notice of suspension or termination shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date provided the effective date is at least thirty (30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety pursuant to 24 CFR 85.43 or 24CFR 85.44.

#### **15. REMEDIES FOR NONCOMPLIANCE**

- a. If the Developer fails to comply with any term of this agreement, or any federal, state or local statute, regulation, ordinance or any other applicable law, after ten days prior written notice to the Developer and the Developer's failure to correct such failure to comply, the Grantee may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the Developer or more severe enforcement action by the Grantee;
  - ii. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - iii. Wholly or partly suspend or terminate the current award to the Developer;
  - iv. Withhold further awards to the Developer; or
  - v. Take other remedies that may be legally available.

b. In taking an enforcement action, the Grantee will provide the Developer an opportunity for such hearing, appeal, or other administrative proceeding to which the Developer is entitled under any statute or regulation applicable to the action involved.

c. Costs resulting from obligations incurred by the Developer during a suspension or after termination of an award are not allowable unless the Grantee expressly authorizes them in the notice of suspension or termination.

d. The enforcement remedies identified in this section including suspension and termination do not preclude the Developer from being subject to "Debarment and Suspension" under E.O. 12549. The Grantee may withhold any payments to the Developer for the purpose of set-off until such time as the exact amount of damages due from the Developer is determined.

**17. NOTICES AND DEMANDS**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices, demands and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY  
Mayor, City of Springfield  
36 Court St  
Springfield, MA 01103  
(413) 787-6100

DEVELOPER  
Alberto Ayala  
Viva Development, LLC  
50 Clayton Street, Springfield, MA 01109  
(413) 413-219-4901

With a copy to:

City Solicitor, City of Springfield  
36 Court St.  
Springfield, MA 01103  
(413) 787-6085

Director, Office of Disaster Recovery  
City of Springfield  
36 Court Street, Room 405  
Springfield, MA 01103  
(413) 750-2114

**18. COMPLIANCE WITH LAW**

The DEVELOPER shall comply with the Disaster Relief Appropriations Act, 2013, the regulations promulgated thereunder, and all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement, including the following:

**a. Fair Housing and Equal Opportunity**

i. The Developer shall comply with all City and Massachusetts civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, provisions of Section 104(b) of Title I of the Housing & Community Development Act of 1974, as amended (42 U.S.C. 5304.b), applicable to a developer receiving funds from a grantee, and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended ("HCDA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, , 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

ii. The Developer shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Section 504. The Developer shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) that prohibits discrimination against individuals with handicaps in any Federally assisted program.

**b. Employment and Contracting Opportunities**

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by 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.

vi. 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.

vii. 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 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).

#### **Affirmative Action**

i. The Developer shall be committed to carry out pursuant to the City's specifications an Affirmative Action program in keeping with the President's Executive Order 11246 of September 24, 1966, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

ii. Women- and Minority-Owned Businesses (W/MBE). The Developer shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps shall be taken to assure that small minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- Including qualified small and minority businesses on solicitation lists.
- Assuring that small and minority businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities as to permit maximum small and minority business participation.
- Where the requirement permits, establishing delivery schedules which shall encourage participation by small and minority businesses.
- Using the services and assistance of the Small Business Administration, the Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.

Developers shall take affirmative action steps as detailed above in support of women's business enterprises.

The Developer may submit a Massachusetts State Office of Minority and Women Owned Business Assistance (SOMWBA) certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this agreement, the Developer shall provide a written report documenting the W/MBE status of said subcontractors.

**d. Conflict of Interest**

The regulations at 24 CFR Part 85.36, and the provisions of OMB Circular A-110, which specify that no person who is an employee, agent, consultant, officer, or elected official or appointed official of an authorized Developer of HUD funds, or of any designated public agencies, or Developers which are receiving such HUD funds, who exercise or have exercised any functions or responsibilities with respect to HUD activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HUD assisted activity, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

**e. Lobbying**

i. No Federal funds have been paid or will be paid, by or on behalf of the Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (other than the payment of Developer staff for the preparation of funding applications in connection with such contract, grant, loan or agreement and ordinary communication to funding agencies with respect to same), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**f. Contractor Eligibility**

HUD regulations at 24 CFR Part 24 and 24 CFR Part 85.35, which prohibit the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or Developer during any period of debarment, suspension, or placement in ineligibility status.

**g. Copeland Act (Anti-Kickback Act) (40 U.S.C. 276C)**

The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. For contracts in excess of \$2,000 that are subject to federal wage standards, the Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format, which meets the requirements of 29 CFR Section 5.5. The Copeland Act applies to both contractors and subcontractors. Department of Labor Regulation, 29 CFR Section 3.1 and 3.3(c), which implements the Act, indicates that the payroll statement requirements apply only to federally assisted contracts in excess of \$2,000 that are subject to federal wage standards.

**h. Religious Activities**

Funds provided under this Agreement shall not be utilized by the Developer for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**19. SEVERABILITY**

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



**20. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**21. WAIVER**

The City's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**22. COMPLIANCE WITH ETHICS LAWS REQUIREMENTS**

The Developer agrees to comply with all applicable provisions of the recent amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws ch. 268A, sec. 1(g) or 1(n), these employees may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements, on or before the deadlines set by the state, currently set for April 2, 2010. Information concerning these requirements is available on the State Ethics Commission website ([www.mass.gov/ethics](http://www.mass.gov/ethics)), or by calling the Commission's Legal Division at 617-371-9500.

**23. VENUE AND EXCLUSIVE FORUM**

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

**24. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and the Developer, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.


**25. SIGNATURES**

Developer shall, by virtue of an executed vote of corporate authorization placed on file with the City's Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by Developer shall be deemed as evidence that

the authorized representative has full power to bind the Developer for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by Developer's charter and are authorized by Developer's principals or charter.


**IN WITNESS WHEREOF**, the **CITY** and the **DEVELOPER** have signed and sealed this Agreement as of the date first above written, the City of Springfield, Commonwealth of Massachusetts.

**DEVELOPER:**

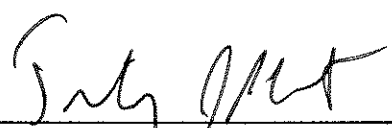
By:   
Viva Development, Inc.

Its: 

#26401827-530105-64014 \$231,294.00  
Approved as to Appropriation:

 10/22/14  
Office of Comptroller

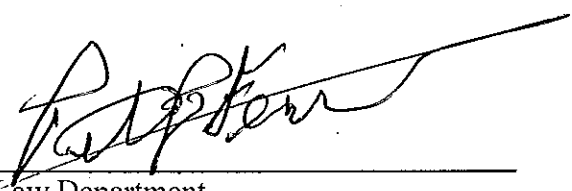
Approved:

  
Chief Administrative & Financial Officer

**CITY OF SPRINGFIELD:**

  
Tina-Marie Quagliato,  
Director, Disaster Recovery & Compliance

Approved as to Form:

  
Law Department

  
Mayor Domenic J. Sarno

## Exhibits

- A. Budget
- B. Project Schedule
- C. Lobbying Certification
- D. Board Authorization to Execute Contract
- E. Internal Control Questionnaire
- F. Debarment Certificate on Letterhead
- G. Conflict of Interest Statement on Letterhead
- H. Notarized Tax Certification Form
- I. National Objective Compliance Certificate

Exhibit A: BUDGET

Line Item	350 Central St 59.5" 6040	323 Central 50" 5615	ss Central 70.6" 19591	Florence St 66.10" 9474	Beech St. 96.96" 11306 duplex	310 Central 55" 5877
Acquistion	\$ 26,000.00	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 18,000.00	\$ 60,000.00
Construction	\$ 224,000.00	\$ 224,000.00	\$ 238,000.00	\$ 238,000.00	\$ 245,000.00	\$ 185,000.00
Construction Contingency	\$ 22,000.00	\$ 22,000.00	\$ 23,000.00	\$ 23,000.00	\$ 24,000.00	\$ 16,000.00
zoning		\$ 1,200.00	\$ 1,200.00		\$ 1,200.00	
Survey & Permits	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,500.00	\$ 3,500.00
third party cost review	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Energy Survey/Review	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
Accounting/cost certification	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
clerk of works	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Legal	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
Title & Recording	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Marketing	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Real Estate Taxes	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
Insurance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Security	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Development Period Interest	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,700.00
utilities	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Consultant	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Soft Cost Contingency	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,300.00
buyer assistance	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
NET TDC	\$ 318,100.00	\$ 318,800.00	\$ 333,800.00	\$ 335,800.00	\$ 339,500.00	\$ 306,300.00
Developer Fee	\$ 39,750.00	\$ 39,850.00	\$ 41,725.00	\$ 41,975.00	\$ 42,400.00	\$ 38,000.00
TDC	\$ 357,850.00	\$ 358,650.00	\$ 375,525.00	\$ 377,775.00	\$ 381,900.00	\$ 344,300.00
RESALE	\$ (132,000.00)	\$ (132,000.00)	\$ (132,000.00)	\$ (132,000.00)	\$ (150,000.00)	\$ (118,000.00)
DR Subsidy	\$ 225,850.00	\$ 226,650.00	\$ 243,525.00	\$ 245,775.00	\$ 231,900.00	\$ 226,300.00

## EXHIBIT B: PROJECT SCHEDULE

INITIAL ACQUISITION	10/1/2014
FINAL ACQUISITION	3/1/2015
CONSTRUCTION START	11/30/2014
FIRST HOUSE CO	4/1/2015
FINAL HOUSE CO	10/31/2015
FIRST HOUSE SOLD	12/1/2016
FINAL HOUSE SOLD	5/1/2016

**EXHIBIT C: LOBBYING CERTIFICATION**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The DEVELOPER hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all Developers shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from DEVELOPER shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Dated: \_\_\_\_\_

~~SNHS, Inc.~~ *Viva Development, LLC*

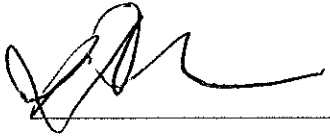
By:   
(signature of authorized agent)

*David Bonelle*  
(printed name of agent)

*Attorney at Law*  
(title of agent)

EXHIBIT D

Alberto Ayala is empowered as President of VIVA Development LLC to execute contracts on behalf of the corporation.



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(i) EXHIBIT E: CITY OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
INTERNAL CONTROL QUESTIONNAIRE

DATE: \_\_\_\_\_

NAME OF OPERATING AGENCY: Viva Development, LLC

ADDRESS OF OPERATING AGENCY: 50 Clayton Street, Springfield, MA 01109

TAX ID OF OPERATING AGENCY: \_\_\_\_\_

TEL #: 413-219-4901 FAX #: N/A CONTACT PERSON: Alberto Ayala

TITLE OF PROJECT: SS Central Street (02560-0164) f/k/a 323 Central Street

PROJECT LOCATION: SS Central Street (02560-0164) f/k/a 323 Central Street, Springfield, MA

AMOUNT OF FUNDING Two Hundred Twenty Six Thousand, Six Hundred Fifty Dollars and  
00/100 (\$226,650.00) City CDBG-DR funding,

SOURCE OF FUNDING: CDBG \_\_\_\_\_ E.C. \_\_\_\_\_ OTHER X (CDBG-DR) X

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks:

A. REIMBURSABLE EXPENSE REQUEST K. LINGENBERG

B. CHECK SIGNATURE Alberto Ayala

2. Name of person responsible for maintaining records for this contract (list title also).

K. LINGENBERG

3. Name of person who is responsible for:

A. Maintaining payrolls N/A

B. Maintaining Time Sheets N/A

C. Reconciling Bank Statements Alberto Ayala

D. Preparing Statement of Project Costs K. LINGENBERG

E. Preparing Checks Alberto Ayala

F. Purchasing Alberto Ayala

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger Alberto Ayala

2. Voucher Register Alberto Ayala

3. Project Cost Ledger Alberto Ayala

5. Name of Employees Bonded:

n/a

6. Does the agency maintain a purchase requisition system, and who authorizes purchases? no. President Authorizes

7. Who signs all vouchers ready for payment? Alberto Ayala

8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)? invoice

9. Who is responsible for hiring personnel? NA

10. Who is responsible for submitting time sheets of employees? NA

11. What controls are in place for equipment purchases? NA

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.

Attorney in fact  
Signature of Authorized Representative for Agency

9-29-14  
Date

**EXHIBIT F: DEBARMENT CERTIFICATE**

VIVA Development INC  
50 Clayton St  
Springfield, MA

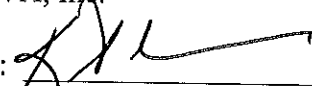
**DEBARMENT CERTIFICATE**

In accordance with 24 CFR 24.100 through 24.714, VIVA Development Inc. hereby certifies that neither the organization nor any of its principal employees has been disbarred, suspended or voluntarily excluded by any Governmental agency from receiving Federal financial assistance and non-financial assistance and benefits.

By signing this Certificate, the organization expressly understands and acknowledges that any person or entity that has been debarred or suspended is not eligible to receive Federal financial and non-financial assistance and benefits under Federal programs and activities.

Dated: 9-29-14

VIVA, Inc.

By:   
(signature of authorized agent)

KATHLEEN A. LINGER BOJ  
(printed name of agent)

Manager  
(title of agent)

# VIVA DEVELOPMENT INC

50 Clayton St

Springfield, MA

No any officer, employee, agent, or consultant of VIVA Development may occupy any federally-assisted housing unit. No employee or agent of the owner, sponsor, or developer of a rental housing project may occupy a federally-assisted housing unit as the project manager or maintenance worker unless s/he is income-qualified under the federal funding Program income requirement.

In the procurement of property and services by VIVA Development, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply.

**EXHIBIT H: TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS**

Individual Social Security No. \_\_\_\_\_ State Identification No. \_\_\_\_\_ Federal Identification No. 46, 275 4934

Company: VIVA Development

P.O.Box (if any): \_\_\_\_\_

Street Address Only: 50 Clayton St

City/State/Zip Code: Spfld MA

Telephone Number: 413-478 8003

Fax Number: \_\_\_\_\_

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

Springfield: 316, 324, 330, 336 Central St

*Please identify if the bidder/proposer is a:*

Corporation \_\_\_\_\_

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company  Names of all Managers: Albino Ayala / Carmen

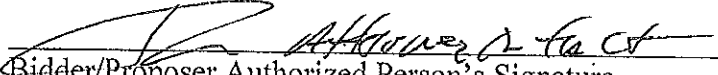
Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_ Ayala

Limited Partnership \_\_\_\_\_ Names of General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

**FEDERAL TAX CERTIFICATION**

I David Brund certify under the pains and penalties of perjury that Viva Develop, to the best of my knowledge and belief, has/have complied with all United States Federal taxes required by law.

 Bidder/Proposer Authorized Person's Signature      9-29-14 Date


**CITY OF SPRINGFIELD TAX CERTIFICATION**

I David Brund certify under the pains and penalties of perjury that Viva Develop, to the best of my knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

 Bidder/Proposer Authorized Person's Signature      9-29-14 Date

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C '49A, I David Brund certify under the pains and penalties of perjury that Viva Develop, to the best of my knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law.

 Bidder/Proposer Authorized Person's Signature      9-29-14 Date

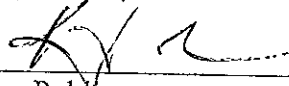
Notary Public

COMMONWEALTH OF MASSACHUSETTS

Hamden, SS

Sept 29, 2014

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

  
\_\_\_\_\_  
Notary Public

My commission expires:  
3-2021

**YOU MUST FILL OUT THIS FORM COMPLETELY AND  
YOU MUST FILE THIS FORM WITH YOUR BID.**

EXHIBIT I: NATIONAL OBJECTIVE COMPLIANCE CERTIFICATE

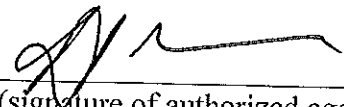
VIVA Development INC  
50 Clayton St  
Springfield, MA

National Objective Compliance Certificate

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant (CDBG) must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need. To be eligible for funding, every CDBG-funded activity must meet one of these National Objectives.

I, Kathleen Lingenberg, certify that the activity proposed in this application for CDBG funding will meet one of these three national objectives as set forth above. The Developer also certifies that it will maintain sufficient documentation to ensure compliance with National Objectives.

Dated: 9-29-04

  
\_\_\_\_\_  
(signature of authorized agent)

Kathleen A. Lingenberg  
(printed name of agent)



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

Requisition 15005989-00 FY 2015

Acct No:  
 26401827-530105-64014  
 Review:  
 Buyer: lpl  
 Status: Released

Page 1

Vendor  
 VIVA DEVELOPMENT  
 50 CLAYTON STREET

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA  
 MLYNCH@SPRINGFIELDCITYHALL.COM

SPRINGFIELD, MA 01107  
 Tel#413-219-4901

C#20150496

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/14	011582				COMMUNITY DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

DEVELOPMENT OF 17 & 23 BEECH STREET. CONTRACT PENDING.			
001 DEVELOPMENT OF 17 & 23 BEECH STREET	1.00	231294.00000	231294.00
	Each		
1 26401827-530105-64014		231294.00	

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA

Requisition Link

Requisition Total 231294.00

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

Account	Amount	Remaining Budget
26401827-530105-64014	231294.00	1076906.00
DISASTER RECOVERY-HOUSING	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Approved	10/21/14	Cathy Buono	
Queued	10/21/14	Mitchell Doty	
Queued	10/21/14	Ronald Molina-Brantley	
Queued	10/21/14	Lindsay Hackett	
Pending		Jennifer C Winkler	
Pending		TJ Plante	

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

Requisition 15005989-00 FY 2015

Acct No:  
 26401827-530105-64014  
 Review:  
 Buyer: lpl  
 Status: Released

Page 2

Vendor  
 VIVA DEVELOPMENT  
 50 CLAYTON STREET  
 SPRINGFIELD, MA 01107  
 Tel#413-219-4901

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA  
 MLYNCH@SPRINGFIELDCITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/14	011582				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Pending Lauren Stabilo			