

(5)



RUSH

Contract 20190506

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			KB	1/18/19
City Comptroller	KLK	1/18/19	KLK	1/18/19
Law		1.22.19		1.18.19
Mayor				
CAFO	mm	1.23.19	mm	1.23.19
Mayor	cg	1/23/19	cg	1/23/19
Community Development				
Comptroller	KLK	1/23/19	KLK	1/24/19

Vendor No.: 18918 Contract No.: 20190506 Contract Date: 12/20/18

Contract Amt.: \$59,725.00 Issue Date: 1/18/19 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$56,745.00
 Appropriation Code2: 26881801-530105-68800 \$ 2,980.00
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19009470 PO No.:

Vendor Name: Duoduwa Opare-Addo

Contract Type: CDBG-NDR Healthy Homes Rehab

Contract Purpose: Rehabilitation of Home Located at 43 Dorne Street, Spfld, MA

Originating Dept.: CDBG-Disaster Recovery/Community Development

Expiration Date: 2/3/2024 Amendment Date: Extension Date:

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

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 19009470-00 FY 2019

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

Page 1

Vendor
 DUODUWA OPARE-ADDO
 43 DORNE STREET

 SPRINGFIELD, MA 01105-1940
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM

 Delivery Reference
 NIGEL GREAVES

C# 20190506

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/19	018918				COMMUNITY DEVELOPMENT
LN Description / Account					
General Notes					
001	CONTRACT PENDING CDBG-NDR HEALTHY HOMES REHAB FOR PROPERTY LOCATED AT 43 DORNE, SPFLD MA			1.00 EACH	56745.00000 56745.00
1	26451815-530105-64516				56745.00
Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference NIGEL GREAVES					
002	LEAD PAINT REMOVAL			1.00 EACH	2980.00000 2980.00
1	26881801-530105-68800				2980.00
Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference NIGEL GREAVES					

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

Requisition 19009470-00 FY 2019

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

Vendor
 DUODUWA OPARE-ADDO
 43 DORNE STREET

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

SPRINGFIELD, MA 01105-1940
 USA

SPRINGFIELD, MA 01103
 NGREAVES@SPRINGFIELDCITYHALL.COM

Delivery Reference
 NIGEL GREAVES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/19	018918				COMMUNITY DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			59725.00

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

Account	Amount	Remaining Budget
26451815-530105-64516	56745.00	3863896.01
CDBG-NDR-HEALTH HOMES	PROFESSIONAL SERVICES	
26881801-530105-68800	2980.00	439226.55
LEAD PAINT	PROFESSIONAL SERVICES	

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

Activity	Date	Clerk	Comment
Cancelled	01/17/19	Kathleen Bonneau	Requisition item added changed
Approved	01/18/19	Amanda Pham	Auto approved by: cak
Approved	01/18/19	Cathy Buono	
Approved	01/18/19	Hamediah Mohamed	
Approved	01/18/19	Melanie Acobe	Auto approved by: 105002
Approved	01/18/19	Christopher Fraser	Auto approved by: 105002
Approved	01/18/19	Heather Potito	Auto approved by: 105002
Approved	01/18/19	Tim Brown	Auto approved by: 105002
Approved	01/18/19	Kaiya Hill-Thomas	Auto approved by: 105002
Queued	01/18/19	Lindsay Hackett	Auto approved by: 105002
Queued	01/18/19	TJ Plante	Auto approved by: 105002
Pending		Lauren Stabilo	Auto approved by: 105002

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

Whereas, Duoduwa Opare-Addo ("Homeowner") is receiving Healthy Homes Program financial assistance from the City of Springfield ("City") in the amount of \$59,725.00 to fund rehabilitation of the home located at 43 Dorne Street, Springfield, MA 01105 according to the terms of the agreed-upon Work Write-Up Specifications 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 Homeowner 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 Homeowner 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 a 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 Homeowner 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 in full the amount of the loan outstanding at time of sale.

Rental Units

If the property has multiple units, the Homeowner must live in one unit and rent any 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 Homeowner may not evict existing tenants without cause for a period of two years, following final payment to the contractor.

Income Eligibility

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

Enforcement

The Homeowner 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 December, 2018.

duopareaddo
Duoduwa Oppare-Addo, Borrower

Geraldine McCafferty
Geraldine McCafferty, Director
Director, Office of Housing
CITY OF SPRINGFIELD

26451815-530105-24516 \$ 56,745.00
26881901-530105-28800 \$ 2,980.00
Approved as to Appropriation:

Approved as to Form:

James D. P... 1/18/19
Office of Comptroller

[Signature]
Law Department

APPROVED:

Ty...
Chief Administrative and Financial Officer

Domenic J. Sarno
Domenic J. Sarno, Mayor

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of 12/20/2018, between Duoduwa Opare-Addo, whose address is 43 Dorne 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 December 20, 2018 in the sum of \$59,725.00 (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 43 Dorne 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 9/11/2018. 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.

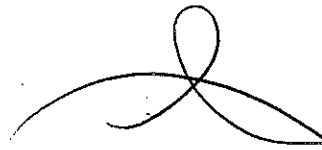
18. **City Right to Nonjudicial Foreclosure.** This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which, or for breach of any of the aforementioned provisions or conditions, the City may declare all sums secured hereby immediately due and payable, and the City shall have the **STATUTORY 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: dogreaddo
Duoduwa ~~Opere~~-Addo
Opere



Cornelius W. Phillips, Witness

Commonwealth of Massachusetts

Hampden, ss

December 20, 2018

On December 20, 2018, before me, the undersigned notary public, personally appeared, Duoduwa Opare-Addo proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



CORNELIUS W. PHILLIPS (Official signature and seal of notary).
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 4, 2019

Notary Public: Cornelius W. Phillips
My Commission Expires: January 4, 2019

The note secured by this Mortgage has:

A principal sum of \$59,725.00.

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

The sum of \$59,725.00 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

12/20/2018
Springfield, Massachusetts

Property Address: 43 Dorne Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Duoduwa Opare-Addo ("Borrower"), promise to pay \$59,725.00 (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 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.

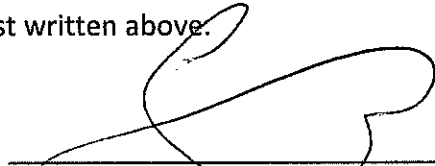
Rental Unit Affordability. If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, and the Borrower rents units to households with income above 80% area median income, the City may, at its option, require immediate payment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

doopareaddo
Duoduwa Opare-Addo



Witness Cornelius W. Phillips

Witness

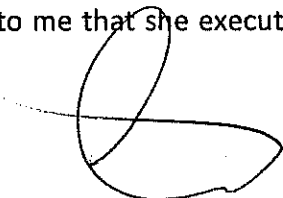
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 20th day of December, 2018, before me, the undersigned Notary Public, personally appeared the above-named Duoduwa Opare-Addo, proved to me through satisfactory evidence of identification, which was MA Drivers 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 she executed the same as his free act and deed.



CORNELIUS W. PHILLIPS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 4, 2019



Notary Public Cornelius W. Phillips
My Commission Expires: January 4, 2019

SCHEDULE B
PROPERTY DESCRIPTION

The land in Springfield, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows:

Situated on the easterly side of Dorne Street, in said Springfield and known and designated as Lot #49 (forty-nine) on F.S. Newman's Plan of Lots, recorded in Hampden County Registry of Deeds Book 446, Page 601 to which plan and the lines, mark and figures thereon, reference is hereby made for a more particular description.

Lot #49 is known as 43 Dorne Street, Springfield, Massachusetts.

Being the same premises conveyed to the grantor herein by deed dated February 23, 2004 and recorded with the Hampden County Registry of Deeds in Book 13984, Page 433.

KELLY CAVANAUGH-KELLY
HAMPDEN COUNTY REGISTRY OF DEEDS

PROMISSORY NOTE

12/20/2018

Springfield, Massachusetts

Property Address: 43 Dorne Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Duoduwa Opare-Addo ("Borrower"), promise to pay \$59,725.00 (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 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.

TRUTH IN LENDING DISCLOSURE STATEMENT

DATE: 12/20/2018

Loan Secured by Mortgage Covering Property at 43 Dorne Street, Springfield, MA 01105

LOAN APPLICANT: Duoduwa Opare-Ado

AMOUNT FINANCED: \$59,725.00

TOTAL OF PAYMENTS:

The total amount financed (and secured by the Mortgage) shall, at the option of the Lender, become **immediately due and payable in full** if:

- The Borrower fails to continue to use the property as his/her principal residence.
- The Borrower fails to make rental units at the property available to households with income at or below 80% of area median income.

Any financed amount that has not been forgiven pursuant to the terms of the Agreement, Note, and Mortgage, shall, at the option of the Lender, become **immediately due and payable in full** if there is a sale or transfer of the mortgaged property.

FINANCE CHARGE: \$ 0.00

MORTGAGE CLOSING COSTS: \$ 175.00 – recording fee

DUE DATE: See above, at Total of Payments.

FINAL MATURITY: 45 days after the final disbursement of Principal to Borrower

I/we acknowledge receipt of a copy of this statement on December 20, 2018.



Duoduwa Opare-Ado



Witness Cornelius W. Phillips

NOTICE OF RIGHT OF RESCISSION

Date: 12/20/2018

Amount Financed: \$59,725.00

Precomputed Finance Charge: \$0.00

Total Payments: 0

Mortgage of Property situated at: 43 Dorne Street, Springfield 01105

Notice to Customer Required by Law:

You have entered into a transaction on which may result in a lien, mortgage, or other security interest on your home. You have a legal right under the law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the **Truth in Lending Act** have been given to you. If you so cancel the transaction, any lien, mortgage or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

**CITY OF SPRINGFIELD
Office of Housing
1600 E. Columbus Ave.
Springfield, MA 01103**

by mail or telegram sent not later than midnight of 12/24/2018. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

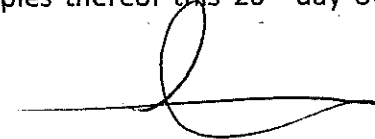
I hereby cancel this transaction.

Date

Duoduwa Opare-Addo

Receipt is herewith acknowledged of the foregoing **NOTICE OF RIGHT OF RESCISSION**, each of the undersigned customer(s) having received two copies thereof this 20th day of December, 2018.

Dopareaddo
Duoduwa Opare-Addo


WITNESS: _____

WITNESS: _____

EFFECT OF RESCISSION

When a customer exercises his/her right to rescind, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tendered by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

AUTHORIZATION TO DISBURSE LOAN FUNDS

The undersigned hereby certify and warrant that more than 3 business days has elapsed since I/we have received the within Notice of Rescission and that I/we (singly or jointly) have not exercised my/our right to rescind.

Executed under seal this 26th day of December, 2018.

Duoduwa Opare-Addo

WITNESS: _____

WITNESS: _____

MORTGAGEE TITLE CERTIFICATE

Mortgagee: City of Springfield
Mortgagor: Duoduwa Opere-Addo
Property Address: 43 Dorne Street, Springfield, MA 01105

On November 29, 2005, a Mortgage from Mortgagor to Bank of America, N.A. dated November 23, 2005 was recorded with the Hampden County Registry of Deeds (the "Registry") as Book 15529, Page 478. Said mortgage was subsequently assigned to M&T Bank by instrument dated February 2, 2012 and recorded in said Registry in Book 19131, Page 170.

On December 26, 2018, we recorded a Mortgage from Mortgagor to the City of Springfield dated December 20, 2018 with said Registry in Book 22499, Page 270.

We have examined the record of title in the Registry to the property described in the Mortgage (the "Property") through the recording of such Mortgages.

Based on our examination, we hereby certify to Mortgagee that Mortgagor holds good and sufficient title (free and clear of all encumbrances or title defects) to, and Mortgagee holds a good and sufficient record second mortgage upon the Property.

We further certify that there are no real estate taxes or other municipal assessments presently due and payable against the property and that the property is not located in a federally designated area of special flood hazards.

Signed under seal this 26th day of December, 2018.

DUNN & PHILLIPS, P.C.

By 

Cornelius W. Phillips, Esq.



City of Springfield
Office of Disaster Recovery and Compliance

CDBG National Disaster Resilience Program
Awarding Federal Agency: United States Department of Housing and Urban Development
Federal Award Number: B-13-MS-25-0002

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 20th day of December, 2018, by and between **Duoduwa Opare-Addo** ("Subrecipient") and the **City of Springfield**.

1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program

In consideration of Subrecipient's receipt of funds under the CDBG National Disaster Resilience (CDBG-NDR) Program administered by the City of Springfield, Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program, and include proceeds arising out of physical damage to the Structure originally caused by the June 2011 Tornado but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

2. Cooperation and Further Documentation Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such

further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**

(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this 20th day of December, 2018.

SUBRECIPIENT:

Opare Addo
Duoduwa Opare-Addo

EXECUTED this day of 12/20, 2018.

CITY OF SPRINGFIELD:

By: [Signature]
Name: Ceraldine McCallister
Title: Director of Housing

SPECS BY LOCATION/TRADE

9/11/2018

Pre-Bid Site Visit: 9/20/18
 Bidding Open Date: 9/20/18
 Bidding Close Date: 10/1/18
 Initial: [Signature]

Case Number: _____
 Project Manager: _____
 Phone: _____

Address: 43 Dorne Street

Unit: Unit 01

Location: 1 - General Requirements

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

Trade	Spec #	Spec	Quantity	Units	Unit Price	Total Price
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] Applicant Date 09/14/2018

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] Contractor Date 9/20/18

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 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: 43 Dorne Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

40 ALL PERMITS REQUIRED

1.00 AL

1250

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.

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

9/20/12

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.

55 WORK TIMES

1.00 GR

✓

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.

77 NEW MATERIALS REQUIRED

1.00 GR

✓

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.

78 WORKMANSHIP STANDARDS

1.00 GR

✓

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.

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

✓

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.

90 4 YEAR GENERAL WARRANTY

1.00 DU

✓

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.

120 FINAL CLEAN

1.00 RM

800, ~~th~~

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.

9008 ENVIRONMENTAL REHAB--RRP REQUIREMENTS

1.00 GR

800, ~~th~~

Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745 (Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

Trade: 9 Environmental Rehab

9002 APPLICABLE LEAD-SPECIFIC DEFINITIONS

1.00 GR

2950, ~~th~~

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.

Address: 43 Dorne 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

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.

9003 LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES

1.00 GR

500.-

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.

Location Total:

6330.78

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 7 Masonry

1230 MASONRY-REPOINT

100.00 SF

18 1800.-

Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face.

1235 BRICK WALL REPAIR

10.00 SF

25 250.-

Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible. REAR CORNER ON DRIVEWAY SIDE

Trade: 10 Carpentry

2220 BEAM TRIPLE 2"x8"

50.00 LF

50.- 2500.-

Support 2nd & 3rd floor porches. Demo damage box beam. Install a triple 2"x8" beam, level, crown up. Re-install existing posts and railings with proper fasteners. Cover new wood with aluminum coil to match close as possible to existing. FRONT 1ST FLOOR PORCH.

2675 SIDING-VINYL REPAIR

15.00 SF

750.-

Secure any loose Vinyl siding and replace missing or damaged siding, matching existing as closely as possible. SIDES AND REAR OF HOUSE.

2980 WINDOW-VINYL HOPPER DBL GLZ (BASEMENT)

6.00 EA

295 1770.-

Field measure, order and install a vinyl, hopper window and jamb including screen, caulk, interior casing and exterior trim. Install full screen.

INSTALL 2 WINDOWS ON LEFT AND RIGHT SIDES OF HOME.

3185 DOOR-PREHUNG METAL ENTRANCE

1.00 EA

880.-

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, spring metal weatherstripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

REAR BASEMENT DOOR

3465 PORCH FLOORS-TONGUE AND GROOVE

180.00 SF

15.- 2700.-

Remove existing damage flooring. Install 3/4" yellow pine tongue and groove decking to existing joists with concealed galvanized nails to match existing material.

ALL THREE SIDE PORCHES

Address: 43 Dorne Street

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3495 POST-BRACKETS 8.00 EA 75 600.00
 Replace all missing posts brackets on front 3rd floor porch and side porches.

3522 WOOD STAIR HANDRAIL--REPLACE EXT 8.00 LF 56.25 450.00
 Remove existing railings. Install preservative treated code approved grabbable handrail supported by 4"x 4" treated posts, 4' on center. Rail to be free from cracks, splinters, and rough edges. Attach top of railings to existing 6x6 posts, bolt remaining posts to stringer with 7" lags.
 1ST FL. FRONT PORCH

3550 PORCH LATTICE--REPLACE 125.00 SF 8.00 1000.00
 Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.
 FRONT AND SIDE PORCHES.

3590 STEPS--REPL EXTERIOR 4.00 EA 237.50 950.00
 Dispose of existing steps. Construct a replacement unit with three 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 5' wide connecting to existing porch. Construct a wood handrail with balusters on one side 32" above tread nosing.
 FIRST FLOOR SIDE PORCH

4305 MISC. CARPENTRY 1 28 20.00 LF 20.00 400.00
 Install 2x4 railing cap and balusters to existing railing cap and balusters up to MA codes
 2ND FLOOR FRONT PORCH.

Trade: 15 Roofing

4601 **GUTTER & D.S./ACCESSORIES** 5.00 EA 125.00 625.00
 Install 4' -6" extensions at end of downspout directing the storm water away from the building.

4635 GUTTER--5" SEAMLESS ALUMINUM 120.00 LF 15.00 1500.00
 Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

4640 DOWNSPOUT--5" SEAMLESS ALUMINUM 140.00 LF INC Above
 Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.

Trade: 23 Electric

8045 DOORBELL SYSTEM 3.00 EA 500.00 1500.00
 Install a doorbell system containing a low voltage transformer, power connection, buzzer and front door button.
 ON ALL 3 FLOORS.

Location Total: 17,675.00

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 7 Masonry

1375 CHIMNEY--CUSTOM 5.00 SF 150.00 750.00
 Clean out all debris and repair hole in bottom of chimney. Match brick and tooling as closely as possible.
 BOTTOM OF CHIMNEY

Trade: 9 Environmental Rehab

Address: 43 Dorne Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 9 Environmental Rehab

2080 ASBESTOS PIPE INSUL-ENCAPSULATE 75.00 LF 26.67 2000
Encapsulate asbestos pipe or duct covering with approved sealants per EPA requirements.

Trade: 21 HVAC

6037 FURNACE--OIL REPLACEMENT TO GAS 1.00 EA 1 8000

* Dispose of furnace in legal dump. Install an intermittent pilot, gas fired, forced air furnace with minimum AFUE rating of 86 to existing plenum and gas line. Include set back thermostat, flue pipe and shut-off valve. Size furnace per heat loss analysis. All new installations will include aluminum flex chimney liners. HVAC PERMIT IS REQUIRED.
1ST FLOOR UNIT.

6240 OIL TANK--275 GALLONS 2.00 EA 550.00 1650

* Disconnect and dispose of abandoned 275 gallon oil tank to code legal dump. Remove fill and vent pipes and seal holes in foundation.
1ST & 3RD FLOOR UNIT.

Trade: 22 Plumbing

6610 WATER METER- JUMPER GROUND CABLE 1.00 AL 200

Install jumper ground cable across meter per the current National Electric Code.

Trade: 23 Electric

7475 ELECTRIC SERVICE--200 AMP WITH OWNER'S METER AND PANEL 1.00 EA 8900

* Replace existing electrical service with a residential, 200 amp service, main disconnect, 110/220 volt, (2) 12 circuit panel board to replace old Federal pacific panel box, meter sockets, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.
ALL METERS WILL BE RELOCATED TO EXTERIOR OF HOUSE. OWNERS PANEL BOX WILL BE INSTALLED AS WELL AS NEW PANEL BOX FOR OLD FEDERAL PACIFIC PANEL BOX.

Location Total: 21,500.00

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

2982 WINDOW--VINYL--LOW E DBL HNG DBL GLZ ENERGY STAR - W/TRIM 1.00 EA 400 400.00

Field measure and install a PVC, 1 over 1, double hung, double glazed, argon filled Low E window that meets the ENERGY STAR standards for this climate for U value and SHGC. Include 1/2 screen. Wrap exterior jamb and sill with .027" aluminum coil stock back caulked and nailed 6" on center.
1ST FLOOR KITCHEN

3726 CABINET - WOOD WALL-PLYWOOD 8.00 LF 150 1200

Install 30" upper cabinet constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floor. 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.
ALL THREE KITCHENS FOR HOOD VENT INSTALLATION.

Trade: 19 Paint & Wallpaper

5645 PAINT INTERIOR--KITCHEN CEILING 1.00 RM 700 700

Patch and prepare all surfaces by cleaning, removing loose/flaking paint on ceiling surfaces. Prime and paint ceiling, using

Address: 43 Dorne Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 19 Paint & Wallpaper

flat white latex paint per manufacturer instructions. Low VOC paint shall be used.

1ST FLOOR KITCHEN CEILING

Trade: 22 Plumbing

Custom DISHWASHER REMOVAL 1.00 AL 350 350.~
Remove existing dishwasher making sure to properly cap of electrical and plumbing connections. Dispose of unit to legal dump.

Trade: 23 Electric

7840 RANGE HOOD--RECIRCULATING 3.00 EA 230 690.~

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.

ALL THREE KITCHENS.

Location Total: 3340

Location: 5 - Bathrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

4110 FLOOR ASSEMBLY--BATH/KIT 100 50.00 SF 18.95 1895

Remove all fixtures not built-in. Remove floor covering and underlayment. Repair/replace subfloor and joists to restore floor to sound and level condition. Install 5/16" underlayment and \$8/yard vinyl sheet goods w/ owner's choice of shoe molding or vinyl base. Reinstall fixtures. Check for leaks. Correct all damage to walls, and fixtures caused by removing/reinstalling.

3RD FLOOR BATHROOM + 2nd Floor

Trade: 17 Drywall & Plaster

5305 DRYWALL HANG/FINISH/PAINT 130.00 SF 7.~ 910

Remove existing ceiling tiles. Hang, tape, and 3 coat finish, 1/2" drywall, glued with a 3/8" bead of adhesive and nailed or screwed 8" on center. Wet sand smooth. Prime and top coat with owner's choice of premixed acrylic latex.

2ND & 3RD FLOOR BATHROOM CEILINGS.

Trade: 20 Floor Coverings

5922 UNDERLAYMENT & LINOLEUM SHEET GOODS 65.00 SF 10~ 650~

Remove all fixtures not built-in and floor covering and underlayment. 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. Reinstall fixtures. Check for leaks. Correct all damage to walls, and fixtures caused by removing/reinstalling.

3RD FLOOR BATHROOM

Trade: 22 Plumbing

6925 SHOWER DIVERTER--DUAL CONTROL 1.00 EA 400.~

Install a dual control, metal shower diverter and a Delta 6122 water saving shower head with a 15 year drip-free warranty.

2ND FLOOR BATHROOM, REPLACE LEAKY DIVERTER TO TUB.

7004 TOILET--RESET 1.00 EA 100.~

Remove toilet, check for obstructions. Reset existing toilet on new wax ring with polyethylene flange. Install brass bolts and

Address: 43 Dorne Street

Unit: Unit 01

Location: 5 - Bathrooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 22 Plumbing

nuts and secure tightly to the floor.

2ND FLOOR BATHROOM.

Trade: 23 Electric

7820 BATH VENT FAN

3.00 EA 350 1050

Install a ceiling or through-the-wall, exterior ducted, vent fan with damper, and chrome faceplate capable of 60CFM at 2
sones. Include; power and switch wiring using #14 copper Romex. Repair any tear out.

ALL THREE BATHROOMS

Location Total: 5005

Location: 6 - Interior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2520 HANDRAIL--REPLACE INTERIOR

8.00 LF 15 120

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.

FRONT STAIRCASE 2ND TO 3RD FLOOR.

3070 DOOR JAMB REPAIR--INTERIOR

1.00 EA 150

Replace damaged jamb areas, including striker, hinges, stop and trim on all sides of jamb. Fill minor holes with plastic
wood. Sand smooth and spot prime.

1ST FLOOR KITCHEN REAR ENTRY DOOR.

3184 DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR

1.00 EA 750

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.

2ND FLOOR FRONT PORCH.

3355 DOOR--6 PANEL INT, HOLLOW

3.00 EA 220 660

Install 6-panel, hollow core, masonite door, or good used stripped 6 panel door, on existing jamb. Include privacy lockset
and 2 butt hinges.

1ST FLOOR REAR BEDROOM, 2ND FLOOR MIDDLE BEDROOM AND 3RD FLOOR REAR BEDROOM CLOSET.

Trade: 16 Conservation

5125 RADIATOR CONTROL VALVE

1.00 EA 195 195

Install a radiator regulating control valve.

3RD FLOOR BEDROOM.

Trade: 19 Paint & Wallpaper

5567 PREP & PAINT CEILING w/ PAINTED-LOW VOC

160.00 SF 300

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. All paints and primers must not exceed the following maximum VOC
requirements: Flats 50 g/L; Non-flats 50 g/L; All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay
Area Air Quality Management District (BAAQMD).

REAR BEDROOM 2ND FLOOR. SEAL STAINS FROM LEAKY RADIATOR VALVE FROM 3RD FLOOR.

Address: 43 Dorne Street

Unit: Unit 01

Location: 6 - Interior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 23 Electric

7717	FIXTURE AND 3-WAY SWITCHES--ENERGY STAR 2 LAMP	1.00	EA		<u>250</u>
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* Remove existing wall light fixture. Install an Energy Star approved fluorescent Wall/ceiling light fixture with 2 GU24 base lamps such as the Efficient Lighting Model # EL-801-218-BN. Install (3) of ivory 3-way switches with ivory cover plates mounted at the strike side of the doors, or at top and bottom of stairwell no more than 48" above the floor. Fish wire and repair all tear out.

FRONT STAIRCASE

7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA		<u>300</u>
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* 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. Fish wire and repair all tear out.

REAR STAIRCASE 1ST FLOOR.

8145	ELECTRIC-- 2/3 PRONG OPEN GROUND RECEPTACLES	10.00	EA		<u>2950</u>
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* Have a licensed electrician inspect/test and replace all 2- Prong ungrounded receptacles and repair/replace all 3-Prong open ground receptacles thru out house.

THRU OUT HOUSE.

Location Total: 5875

Unit Total for 43 Dorne Street, Unit Unit 01:

Address Grand Total for 43 Dorne Street: 59725.00

Bidder: George Renovations