

CH 2021 0039

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

Whereas, the City of Springfield ("City") is providing financial assistance to Juan Torres ("Borrower") from the Healthy Homes Program in the amount of \$169,671.00 to fund rehabilitation of the home located at 25 Greenwich Street, Springfield, MA 01107, according to the terms of the agreed-upon Specs by Location/Trade, dated 01/02/2020, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

Now, therefore, the parties agree as follows:

Terms of the Loan

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

Owner Occupancy

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

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

Rental Units

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

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

Income Eligibility

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


Schedule

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

Enforcement

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

This contract is signed as of the 4th day of June, 2020.

 Juan Torres
Juan Torres
Property Owner

[Signature]
Office of Disaster Recovery
CITY OF SPRINGFIELD

26451815-530105-64516 \$162,051.00
26881801-530105-68800 \$7620.00

Approved as to Appropriation:

Approved as to Form:

[Signature] 2/21/20
Office of Comptroller
CITY OF SPRINGFIELD

[Signature]
Law Department
CITY OF SPRINGFIELD

APPROVED:

[Signature]
Chief Administrative and Financial Officer
CITY OF SPRINGFIELD

[Signature]
Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
List of Exhibits**

Healthy Homes Rehabilitation Program Agreement

Exhibit A - Project Budget

Exhibit B - Itemized Repair Specs by Location/Trade

Exhibit C - Mortgage

Exhibit D - Promissory Note

Exhibit E - Section 3 Clause

Exhibit F - Tax Certification for Contracts

Exhibit G - Insurance Binder

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Juan Torres

Project Address: 25 Greenwich Street

Project Budget	Amount
Repair/Rehab	\$139,190.00
Lead Abatement	\$3,000.00
Lead Services	\$2,325.00
Relocation	\$2,295.00
Legal Fees	\$730.00
Sub-Total	\$147,540.00
Contingency (15%)	\$22,131.00
Total	\$169,671.00

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

Bid Proposal Form

To: Juan Torres Date Submitted: 02-07-2020
Property Address: 23 Greenwich Street
25

The following proposal is hereby submitted as per your request dated January 23, 2020. This bid covers all Work shown and/or specified in the bid documents received for this job, which are:

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

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

Base Bid:

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

_____ Dollars (\$ 142,190.00)

ADDITIONAL SUBMISSIONS

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

RETAINAGE

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

TIME

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

ALTERNATE ITEMS TO BID

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

<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMET COSTS</u>	\$ <u>3,000.00</u>
2)..... <u>Restab - work</u>	\$ <u>139,190.00</u>
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ <u>142,190.00</u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

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

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

Contractor: _____
Address: _____
Phone: _____

Signature _____
Title _____

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

Signature Aria M Renoy
Title Manager
Company Daos Abatement L.L.C
Date 02-07-2020

SPECS BY LOCATION/TRADE

1/2/2020

Pre-Bid Site Visit: _____ Case Number: Juan Torres 413-459-1462
 Bidding Open Date: _____ Project Manager: Nigel Greaves
 Bidding Close Date: _____ Phone: 413-886-5050
 Initial: _____

Address: 25 Greenwich Street **Unit:** Unit 01

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

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

10	OWNER ACCEPTS SCOPE OF WORK The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU		
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14	CONTRACTOR ACCEPTS SCOPE OF WORK The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. X _____ Contractor Date	1.00	DU		
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28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS 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/	1.00	GR		
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30	WALL NAMING PROTOCOLS Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D. To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.	1.00	EA		
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31	CONSTRUCTION DEFINITIONS "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.	1.00	GR		
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32	SUBSTITUTION APPROVAL PROCESS 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.	1.00	GR		
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34	LINE ITEM BREAKDOWN The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request. LINE ITEM BREAKDOWN SHALL BE SUBMITTED WITHIN 3 DAYS OF REQUEST.	1.00	DU		
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35	VERIFY QUANTITIES/MEASUREMENTS 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	1.00	GR		
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Address: 25 Greenwich 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

Quantities shall not be honored if submitted after the bid submission.

40	ALL PERMITS REQUIRED	1.00	AL	_____	_____
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The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
Abatement.

CONTRACTOR SHALL CHECK OFF ALL PERMITS THAT APPLY TO PROJECT.

45	CONTRACTOR PRE-BID SITE VISIT	1.00	DU	_____	_____
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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	_____	_____
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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	_____	_____
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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	_____	_____
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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	_____	_____
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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	1 YEAR GENERAL WARRANTY	1.00	DU	_____	_____
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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	AL	_____	_____
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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	_____	_____
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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

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

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

2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:

Address: 25 Greenwich 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: 9 Environmental Rehab

- a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.
- b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.
- c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:

- a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
- b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
- c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total:

\$3000⁰⁰

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

465 REMOVE TREE BRANCHES

1.00 EA

\$4000

Cut and remove tree branches away from house and dispose to legal dump. Branches should be trimmed back to a min. of 10' away from house.

TREE AT REAR OF HOUSE.

Trade: 6 Concrete & Paving

902 CONCRETE FLATWORK--SIDEWALK

50.00 EA

\$2250

The Contractor shall demo existing damaged sidewalk, construct new sidewalks that shall be a minimum of Thirty Six inches (6') in width, with a minimum thickness of three (3) inches in accordance with specifications. All concrete shall contain 3% entrained air, exhibit 2200 psi at 28 days and have a slump less than 4.5 A gravel or sand base must be compacted to 90%. Install control joints at 3 intervals, and seams are required. Finished area shall drain water away from house and be free of vandalism.

FRONT SIDEWALK TO FRONT STEP

Trade: 7 Masonry

1105 FOUNDATION--PARGET

150.00 SF

\$2500

Remove all loose broken and deteriorated material. Parget foundation wall with 3/8" coat of waterproof cement. Match existing finish as closely as possible.

AROUND PERIMETER OF HOUSE FOUNDATION.

Trade: 10 Carpentry

2980 WINDOW--VINYL DBL HNG DBL GLZ

40.00 EA

\$14000

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

REPLACE ALL DEFECTIVE VINYL WINDOWS THRU-OUT HOUSE.
BATHROOM WINDOWS EXCLUDED.

3184 DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR

1.00 EA

\$600

Install a ENERGY STAR certified 36" insulated prehung steel door, with 2 lites/fan lite, clear low e glass, a passage latch and double cylinder dead bolt.

FRONT ENTRY DOOR

3560 PORCH--REBUILD COMPLETE

204.00 SF

\$13000

Remove deteriorated porch. Construct 10" concrete sono tubes filled with concrete, 2"x 10" joists with 1/2" tongue and

Address: 25 Greenwich Street

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

groove flooring to support child-proof wood railing and 6"x 6" posts for roof. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 4" on center. Create a 3'6" high railing between end posts. Frame (2) sets of stairs 3' wide connecting to new porch landing, of 2"x 6"s and 2"x 4" deck. Construct wood handrail on both sides 32" above tread nosing. Install one graspable handrailing on one side of each stairway. Construct roof structure with 2"x 6" rafters, 1/2" plywood deck, fiberglass shingles, aluminum gutter and downspouts and 1/4" plywood ceiling. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame. Structural lumber and deck shall be preservative treated.

REAR PORCHES 1ST AND 2ND FLOOR

3590 STEPS/LANDING--REPL EXTERIOR 5.00 EA \$1600

Dispose of existing steps and landing. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a 5'x 3' landing, of 2"x 6"s and 2"x 4" deck. Construct a wood handrail on both sides 32" above tread nosing. Install one graspable handrailing on one side.

FRONT STEPS

Trade: 15	Roofing				
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4580 TEAR OFF AND REROOF SHINGLES COMPLETE 26.00 SQ \$15600

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Install ice and water barrier and staple 15 lb felt to sheathing. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 240 lb fiberglass asphalt, Architectural shingle with a 30 yr warranty. Replace all flashings including chimney. Install shingle-over ridge vent.

4635 GUTTER--5" SEAMLESS ALUMINUM 156.00 LF \$2340

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

ALONG PERIMETER OF HOUSE AND PORCH.

4640 DOWNSPOUT--5" SEAMLESS ALUMINUM 180.00 LF \$1000

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

Location Total: \$56,890

Location:	3 - Basement	Approx. Wall SF: 0	Ceiling/Floor SF: 0
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Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 8	Metal Work				

1480 COLUMN--4" STEEL 3.00 EA \$3000

Remove any temporary support column. Dig and pour a 12"x12"x12" concrete footing 6" below finish surface. Install a 4" steel column bolted to supporting beam. Pour last 6" of concrete after column is fully loaded, to lock column in place.

Trade: 21	HVAC				
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6041 FURNACE 90+ GAS - REPLACE 2.00 EA \$5,000

Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation tool <http://www.acca.org/tech/manualj/> (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection. Provide both Manual J and S reports to the Owner for review and approval prior to installation. Remove existing furnace, recycle all metal components and dispose of all other materials in a code legal dump. Install a 90+ gas fired forced air furnace with minimum AFUE rating of 90% on 2" patio block to existing duct work and gas line. New furnace will have minimum limited warranties of: 20 years on heat exchangers; 5 years on parts. New furnace to be vented with PVC piping per manufacturer's specifications. Install a set back thermostat with separate weekday and weekend programs, 4 settings per day, a vacation hold feature and a lighted digital display such as the Lux Model Psp511LC, vent pipe and new shut-off valve. Rework cold air return if necessary to

Address: 25 Greenwich Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

ensure easy access, good fit and easy replacement of air filter. An exterior return air filter box or boxes shall be installed to filter all return air to the new furnace. Seal all exposed duct joints and seams with Duct Mastic. Remove all existing cloth duct tape prior to installing mastic.

1ST AND 2ND FLOOR APARTMENTS

Trade: 22 Plumbing

6755	DRAIN, WASTE, VENT--CUSTOM	1.00	AL	_____	<u>\$1,000</u>
Repair or replace defective/cracked cast iron main drain/vent pipe near top of basement ceiling.					

7070	WATER HEATER--40 GALLON GAS	3.00	EA	_____	<u>\$4,500</u>
Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.					

1ST, 2ND AND 3RD FLOOR APARTMENTS

Trade: 23 Electric

7430	CERTIFY ELECTRIC DISTRIBUTION	1.00	AL	_____	<u>\$1,000</u>
Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, Ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code.					

Trade: 27 Fire Protection

8722	CARBON MONOXIDE DETECTOR	2.00	EA	_____	<u>\$1,000</u>
Install a hard wired or plug-in carbon monoxide detector with battery back up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.					

Location Total: \$25,500

Location: 4 - 1st Floor Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 204

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

3705	CABINETS--REPAIR	20.00	LF	_____	<u>\$1,000</u>
Repair base and hanging cabinets by rehanging plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Securely refasten all counter tops. Clean all surfaces with detergent.					

Trade: 23 Electric

7560	RECEPTACLE REPLACE	2.00	EA	_____	<u>\$500</u>
Licensed electrician to replace existing all 2/3- prong no/open ground receptacles with Ivory duplex receptacle and Ivory cover plate.					
BEHIND STOVE AND REFRIGERATOR.					

7582	REPAIR GFCI RECEPTACLE	2.00	EA	_____	<u>\$500</u>
Have licensed electrician repair GCI outlets near sink with open ground connections.					

Location Total: \$2,000

Location: 5 - 2nd Floor Kitchen Approx. Wall SF: 472 Ceiling/Floor SF: 213

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Address: 25 Greenwich Street

Unit: Unit 01

Location: 5 - 2nd Floor Kitchen

Approx. Wall SF: 472

Ceiling/Floor SF: 213

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2840	TRIM--WINDOW SET, INTERIOR Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine. REAR WINDOW	1.00	EA		\$ 200
3160	DOOR--EXTERIOR paneled Install a 1-5/8" 4 panel, exterior wood door with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weatherstripping, and wide angle peepsight. Prime and top coat. REAR PORCH ENTRY DOOR	1.00	EA		\$ 500
4005	CROWN MOLDING Install 2-1/4" finger jointed crown molding around the ceiling. Paint or stain. Color choice by owner. TOP OF CEILING	60.00	LF		\$ 600

Trade: 17 Drywall & Plaster

5210	DRYWALL--PATCH--LARGE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. CEILING	10.00	SF		\$ 500
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Trade: 19 Paint & Wallpaper

5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. www.aqmd.gov/rules/reg/reg11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD). WALLS AND CEILING	1.00	RM		\$ 500
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Trade: 20 Floor Coverings

5917	UNDERLAYMENT & LINOLEUM COMPOSITION TILE Remove existing flooring. 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 13" X 13" Forbo's Marmoleum Composition Tile (MCT), per manufacturer's most current recommendations. Owner's choice of color.	220.00	SF		\$ 2000
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Trade: 23 Electric

7560	RECEPTACLE REPLACE Licensed electrician to replace existing all 3- prong open ground/reversed polarity receptacles with Ivory duplex receptacle and ivory cover plate.	1.00	EA		\$ 300
7575	RECEPTACLE--20 AMP CIRCUIT Remove existing improperly wired receptacle. Install 20 amp, ivory, duplex receptacle with a matching plastic cover plate on a separate circuit with an individual over protection device. Fish wire and repair all tear out. If installed as a standard wall receptacle install at least 15 inches above the floor.	1.00	EA		\$ 300
7583	REPLACE RECEPTACLE WITH GFCI DEVICE	1.00	EA		\$ 300

Address: 25 Greenwich Street

Unit: Unit 01

Location: 5 - 2nd Floor Kitchen

Approx. Wall SF: 472

Ceiling/Floor SF: 213

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

Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.

AT COUNTERTOP

7752 ENERGY STAR INTERIOR CEILING FIXTURE

1.00 EA

Install an Energy Star approved, flush mounted ceiling light fixture.

\$300

7840 RANGE HOOD--RECIRCULATING

1.00 EA

Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.

\$300

ABOVE STOVE CABINET

Location Total:

\$5800

Location: 6 - 3rd Floor Kitchen

Approx. Wall SF: 350

Ceiling/Floor SF: 158

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

3716 CABINET - WOOD BASE-PLYWOOD

5.00 LF

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

\$500

3726 CABINET - WOOD WALL-PLYWOOD

7.50 LF

Remove & dispose off site all existing upper cabinets, counters, ledgers, etc. NOTE: Upper cabinets will be either: a) 42" installed to ceiling OR b) will be 36" trimmed with a stained oak crown, OR c) will be 36" with a trimmed drywall or plywood soffit. Install upper cabinets constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floors. Carcasses will be joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

\$900

3750 COUNTER TOP--PLASTIC LAMINATE

5.00 LF

Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

\$700

Trade: 17 Drywall & Plaster

5235 LAMINATE 3/8" DRYWALL

190.00 SF

Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

\$4500

Trade: 19 Paint & Wallpaper

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

1.00 RM

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

\$1200

Address: 25 Greenwich Street Unit: Unit 01

Location: 6 - 3rd Floor Kitchen Approx. Wall SF: 360 Ceiling/Floor SF: 156

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper
 Management District. www.aqmd.gov/rules/reg/reg11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).
 WALLS AND CEILING

Trade: 20 Floor Coverings
 5922 UNDERLAYMENT & LINOLEUM SHEET GOODS 190.00 SF \$2000
 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 or equivalent, per manufacturer's most current recommendations. Owner's choice of color.

Trade: 22 Plumbing
 6835 SINK--DOUBLE BOWL COMPLETE 1.00 EA \$500
 Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric
 7560 RECEPTACLE REPLACE 2.00 EA \$600
 Licensed electrician to replace existing all 3- prong open ground receptacles with ivory duplex receptacle and ivory cover plate.
 7600 RECEPTACLE--GFCI COUNTERTOP 20 AMP 1.00 EA \$300
 Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper non-metallic cable, controlled by a 20 amp circuit breaker. Fish wire and repair all tear out. If mounted over a countertop install no more than 46 inches above floor height.
 7752 ENERGY STAR INTERIOR CEILING FIXTURE 1.00 EA \$300
 Install an Energy Star approved, flush mounted ceiling light fixture.
 7840 RANGE HOOD--RECIRCULATING 1.00 EA \$300
 Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.
 ABOVE STOVE LOCATION
 7905 HEATER--8' BASEBOARD 1.00 EA \$400
 Remove existing heaters. Install a high density, 8' long, 2,000 watt electric baseboard heater with an integral thermostat on the exterior wall. Include an independent 20 amp circuit. Fish all wire and patch all tear out.
 Location Total: \$9,900

Location: 7 - 1st Floor Bathroom Approx. Wall SF: 232 Ceiling/Floor SF: 48

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry
 3645 CEILING--SUSPENDED COMPLETE 50.00 SF \$600
 Install a 2'x 2' T bar suspended ceiling grid with the same size border on opposite sides of room. Run main runners opposite of direction of ceiling joists, with hanger screws, in joists, 24" on center. Install owner's choice of Moisture resistanced film faced 5/8" thick fiberglass ceiling tiles within an allowance of \$2 per sf.

Trade: 22 Plumbing
 6898 VANITY--RESECURE 1.00 EA \$100

Address: 25 Greenwich Street Unit: Unit 01

Location: 7 - 1st Floor Bathroom Approx. Wall SF: 232 Ceiling/Floor SF: 48

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

Secure vanity cabinet to wall to prevent movement.

Trade: 23 Electric

7821	FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH	1.00	EA		\$1200
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Install a ceiling mounted, ENERGY STAR qualified Fan/Light fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.

Location Total: \$1200

Location: 8 - 2nd Floor Bathroom Approx. Wall SF: 232 Ceiling/Floor SF: 48

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

3825	MEDICINE CABINET--SURF MOUNT	1.00	EA		\$600
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Install a 30" surface mounted medicine cabinet with hinged plate glass mirror and two shelves.

Trade: 17 Drywall & Plaster

5208	DRYWALL--PATCH--SMALL	10.00	EA		\$400
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Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Prime and paint ceiling with 2 coats of latex.

CEILING

Trade: 18 Ceramic Tile

5410	CERAMIC TILE--REPAIR	10.00	SF		\$300
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Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

Trade: 22 Plumbing

6901	VANITY--30" COMPLETE	1.00	EA		\$400
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Install a 30" plywood vanity; including top with backsplash, wash bowl and single lever brass bodled chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodled stops on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome eschucion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

6958	BATHTUB/SHOWER--5' FIBERGLASS--COMPLETE	1.00	EA		\$1,500
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Remove existing bath/tub unit. Install a 5', 4 piece, fiberglass tub and shower unit 60" x 30" x 72" Including age in place factory installed backers for later grab bar installation complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and tub/shower faucet and a shower head with a maximum 2.0 GPM flow rate. (note: exterior wall sections behind the tub shower unit and any plumbing penetration must be completely air-sealed prior to installation). Per installation instructions set basin area in 1" to 2" of mortar cement.

7012	COMMODO--REPLACE--1.28 GPF	1.00	EA		\$300
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Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128.

Address: 25 Greenwich Street Unit: Unit 01

Location: 8- 2nd Floor Bathroom Approx Wall SF 232 Ceiling/Floor SF 48

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

See the following link for the MaP Test Results:
<http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058>
 Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

Trade: 23 Electric

7590	RECEPTACLE--GFCI BATH	1.00	EA		<u>\$300</u>
Replace existing GCI with a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper non-metallic cable. MAKE SURE GCI OUTLET IS WIRED CORRECTLY.					

7821	FAN/LIGHT FIXTURE--CONTINUOUS MODULATING-MOTION DETECTOR SWITCH	1.00	EA		<u>\$400</u>
Install a ceiling mounted, ENERGY STAR qualified Fan/Light fixture with a modulating DC motor capable of 80 CFM operating at less than .3 Sones, switched by a built in motion detector and night light, the capacity to run continuously at a preset CFM rating, a time delay feature for the boost setting, vented w/ damper to exterior. Install 4" galvanized metal duct (not flex duct) and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams and connections shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk. Set the continuous level of ventilation to meet ASHRAE 62.2 and set the time delay switch to 20 minutes.					

Location Total: \$4,900

Location: 9- 3rd Floor Bathroom Approx Wall SF 161 Ceiling/Floor SF 33

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition & Disposal

715	GUT STRUCTURE INTERIOR	50.00	SF		<u>\$500</u>
Remove all floor and wall finishes, windows, doors, trim, fixtures, debris and household items from structure and dispose of in legal landfill. Broom sweep all floors and rake yard areas.					

Trade: 10 Carpentry

3345	DOOR--FLUSH INT, HOLLOW CORE	1.00	EA		<u>\$350</u>
Install flush, hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.					

3835	ACCESSORY SET--4 PIECE CHROME	1.00	EA		<u>\$400</u>
Install a chrome plated steel bathroom accessory set consisting of two 24" towel bars, one towel ring, and a toilet paper holder.					

Trade: 17 Drywall & Plaster

5245	DRYWALL--LAMINATE WATER RESIST	120.00	SF		<u>\$1,200</u>
Hang 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove top molding from 3-piece base. Butt drywall to door and window casing. Tape, 3 coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding. WALLS AND CEILING					

Trade: 19 Paint & Wallpaper

5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	1.00	RM		<u>\$300</u>
Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell					

Address: 25 Greenwich Street

Unit: Unit 01

Location: 9- 3rd Floor Bathroom

Approx Wall SF: 161

Ceiling/Floor SF: 33

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

or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. www.aqmd.gov/rules/reg/reg11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).

Trade: 20 Floor Coverings

5922 UNDERLAYMENT & LINOLEUM SHEET GOODS

40.00 SF

\$500

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. Install cove base along bottom of wall perimeter. Owner's choice of color.

Trade: 22 Plumbing

7181 BATH--3 FIXTURE COMPLETE

1.00 EA

\$1500

Re-plumb entire bath to provide fixtures as follows:

1) Install a 5', 4 piece, fiberglass tub and shower unit 60" x 30" x 72" Including age in place factory installed backers for later grab bar installation.

Complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and tub/shower faucet and a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access. Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per installation instructions set basin area in 1" to 2" of mortar cement.

2) Install a 1.28 GPF white toilet 3. Commode must be ADA height and a WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush). See the following link for the MaP Test Results: <http://www.cuwcc.org/MaPTesting.aspx> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

3) Install a 24" plywood vanity; including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops, and escutcheon plates on all supply and waste lines. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

Trade: 23 Electric

7895 HEATER--4' BASEBOARD

1.00 EA

\$900

Install a high density, 4' long, 1,000 watt electric baseboard heater with an integral thermostat on the exterior wall. Include an independent 20 amp circuit. Fish all wire and patch all tear out.

8137 UPDATE EXISTING ELECTRIC - BATHROOM

1.00 RM

\$1500

Update the electrical fixtures in the bathroom including:

1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.

2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory)

http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk.

3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

Location Total:

\$7,050

Address: 25 Greenwich Street

Unit: Unit 01

Location: 10 - 1st Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5208 DRYWALL--PATCH--SMALL

2.00 RM

\$500

Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Prime and paint entire ceiling with 2 coats of latex paint.

DINING ROOM AND REAR BEDROOM

Trade: 23 Electric

7560 RECEPTACLE REPLACE

4.00 EA

\$1200

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

THE FOLLOWING LOCATIONS:

LIVING ROOM - (1) OPEN GRD (1) REVERSED POLARITY
REAR BEDROOM - (2) 2 PRONG UNGROUNDED

7565 INSTALL RECEPTACLE--15 AMP

2.00 EA

\$600

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

FOLLOWING LOCATIONS:

MIDDLE BEDROOM (1)
REAR BEDROOM (1)

7740 LIGHT FIXTURE AND SWITCH

1.00 EA

\$400

Remove existing light switch, fixture and wiring. Install a ceiling mounted, UL approved, 2 bulb light fixture (\$20 material allowance) controlled by an ivory switch with a ivory cover located at the strike side of the door. Fish wire and repair all tear out.

MIDDLE BEDROOM

7752 ENERGY STAR INTERIOR CEILING FIXTURE

1.00 EA

\$300

Install an Energy Star approved, flush mounted ceiling light fixture.

REAR BEDROOM

7805 SMOKE DETECTOR--BATTERY POWERED

3.00 EA

\$300

Install a UL approved, ceiling mounted, battery powered smoke and fire detector and battery.

INSTALL SMOKE DETECTORS IN PROPER LOCATIONS ACCORDING TO FIRE DEPT.

Trade: 27 Fire Protection

8722 CARBON MONOXIDE DETECTOR

1.00 EA

\$500

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

Location Total: \$3800

Location: 11 - 2nd Floor Interior Rooms

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3310 TRIM--DOOR SET FINGER JOINTED

1.00 EA

\$200

Trim both sides of interior door, including header, stops, and casings. Use 2-1/2" wide clamshell, finger jointed pine.

Address: 25 Greenwich Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3335 DOOR REPAIR--CUSTOM 1.00 EA \$50
Install a privacy lockset to existing door.
FRONT BEDROOM

3375 DOOR--WOOD BIFOLD 1.00 EA \$300
Hang a flush, hollow core, wood bifold door including overhead track, all hardware and casing on one side, plumb and centered within the opening.
REAR BEDROOM

Trade: 20 Floor Coverings

5920 UNDERLAY AND VINYL COMPOSITION TILE 144.00 SF \$2000
Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.
FRONT BEDROOM

Trade: 23 Electric

7560 RECEPTACLE REPLACE 6.00 EA \$1,200
Licensed electrician to replace existing all 3- prong open ground/reversed polarity receptacles with Ivory duplex receptacle and ivory cover plate.
THE FOLLOWING LOCATIONS:

- LIVING ROOM - (1) 3 PRONG OPEN GRD (1) 2 PRONG UNGROUNDED
DINING ROOM - (1) 3 PRONG OPEN GRD
REAR BEDROOM - (3) 3 PRONG OPEN GRD

7565 INSTALL RECEPTACLE--15 AMP 1.00 EA \$300
Install an ivory, duplex, 15 amp receptacle and Ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.
DINING ROOM HAS A LIMITED NUMBER OF OUTLETS.

7752 ENERGY STAR INTERIOR CEILING FIXTURE 5.00 EA \$1,200
Install an Energy Star approved, flush mounted ceiling light fixture .
FOLLOWING LOCATIONS:
ALL BEDROOMS, LIVING ROOM AND DINING ROOM

7805 SMOKE DETECTOR--BATTERY POWERED 3.00 EA \$300
Install a UL approved, ceiling mounted, battery powered smoke and fire detector and battery.
INSTALL SMOKE DETECTORS IN PROPER LOCATIONS ACCORDING TO FIRE DEPT.

Trade: 27 Fire Protection

8722 CARBON MONOXIDE DETECTOR 1.00 EA \$500
Install a hard wired or plug-in carbon monoxide detector with battery back up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.

Location Total: \$6,450

Location: 12 - 3rd Floor Interior Rooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

Address: 25 Greenwich Street

Unit: Unit 01

Location: 12- 3rd Floor Interior Rooms

Approx Wall SF: 0

Ceiling/Floor SF: 0

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

3360 DOOR--PREHUNG PASSAGE--SPLIT JAMB

3.00 EA

\$900

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

FRONT AND REAR BEDROOMS

Trade: 17 Drywall & Plaster

5235 LAMINATE 3/8" DRYWALL

170.00 SF

\$3000

Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

MIDDLE BEDROOM CEILING.

Trade: 19 Paint & Wallpaper

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

3.00 RM

\$4500

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

LIVING ROOM
FRONT BEDROOM
REAR BEDROOM

Trade: 20 Floor Coverings

5920 UNDERLAY AND VINYL COMPOSITION TILE

525.00 SF

\$3000

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

FRONT BEDROOM, REAR BEDROOM AND HALLWAYS

Trade: 23 Electric

7560 RECEPTACLE REPLACE

4.00 EA

\$1200

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

FOLLOWING LOCATIONS:

FRONT BEDROOM - (2) 3 PRONG UNGROUNDED
REAR BEDROOM - (2) 3 PRONG UNGROUNDED

7752 ENERGY STAR INTERIOR CEILING FIXTURE

2.00 EA

\$400

Install an Energy Star approved, flush mounted ceiling light fixture.

FRONT BEDROOM
REAR BEDROOM

7805 SMOKE DETECTOR--BATTERY POWERED

3.00 EA

\$300

Address: 25 Greenwich Street Unit: Unit 01

Location: 12 - 3rd Floor Interior Rooms Approx Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 23 Electric

Install a UL approved, ceiling mounted, battery powered smoke and fire detector and battery.
INSTALL SMOKE DETECTORS IN PROPER LOCATIONS ACCORDING TO FIRE DEPT.

7905 HEATER--8' BASEBOARD 3.00 EA \$2000
Remove existing Elec. Baseboard heaters. Install a high density, 8' long, 2,000 watt electric baseboard heater with an integral thermostat.
LIVING ROOM, MIDDLE BEDROOM AND REAR BEDROOM.

Trade: 27 Fire Protection

8722 CARBON MONOXIDE DETECTOR 1.00 EA \$500
Install a hard wired or plug-in carbon monoxide detector with battery back up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.

Location Total: \$11,800

Location: 13 - Stairs/Hallways Approx Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

2520 HANDRAIL--REPLACE INTERIOR 15.00 LF \$500
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 HALLWAY 1ST TO 2ND FLOOR

Trade: 17 Drywall & Plaster

5210 DRYWALL--PATCH--LARGE 425.00 SF \$300.00
Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Prime and paint all walls and ceilings with 2 coats of latex paint.
ALL FRONT AND REAR STAIRCASES AND HALLWAYS.

Location Total: \$3,500

Unit Total for 25 Greenwich Street, Unit Unit 01: _____

Address Grand Total for 25 Greenwich Street: 142,190.00

Bidder: DAOS Abatement d.d.c

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of June 4, 2020, between Juan Torres, whose address is 25 Greenwich Street, Springfield, MA 01107 ("Borrower"), and the City of Springfield, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("City").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated 2/28/2020 in the sum of \$169,671.00 (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 25 Greenwich Street, Springfield, MA 01107 in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

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

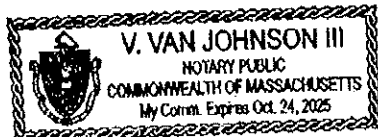
V. Van Johnson III
Witness

Commonwealth of Massachusetts

Hampden, ss
2020

On JUN 9 2020, before me, the undersigned notary public, personally appeared, JUAN TORRES proved to me through satisfactory evidence of identification, which was MDL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature] (Official signature and seal of notary).
Notary Public:
My Commission Expires:



The note secured by this Mortgage has:

A principal sum of \$169,671.00

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

The sum of **One Hundred Sixty Nine Thousand Six Hundred Seventy One Dollars and Zero Cents** with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

SCHEDULE A
PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 25 Greenwich Street, Springfield, MA 01107

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Juan Torres ("Borrower"), promise to pay \$169,671.00 (this amount is called "Principal"), without interest, to the City of Springfield, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

2. INTEREST

Interest will not be charged on unpaid principal.

3. TIME AND PLACE OF PAYMENTS

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

4. BORROWER'S RIGHT TO PREPAY

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

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

6. BORROWER DEFAULT

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

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

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

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

7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

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

Borrower must pay all remaining sums secured by the Mortgage.

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

Juan Torres
Borrower

Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

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

Notary Public
My Commission Expires:

SCHEDULE B

25 Greenwich Street, Springfield, MA

A certain parcel of real estate situated at 25 Greenwich Street, Springfield, Massachusetts, being more particularly bounded and described as follows:

Beginning on the southerly line of Greenwich Street, at a rod distant three hundred and eighty-three (383) feet easterly, measuring by the southerly line from Becket Street, and running thence

EASTERLY on Greenwich Street, fifty (50) feet to a rod, thence

SOUTHERLY at a right angle with Greenwich Street, one hundred (100) feet to a rod, thence

WESTERLY parallel with Greenwich Street, fifty (50) feet to a rod, thence

NORTHERLY at right angles with Greenwich Street, one hundred (100) feet to a rod at Greenwich Street at the point of beginning.

Being the same premises conveyed to the mortgagor herein by deed dated June 14, 2006 and recorded in the Hampden County Registry of Deeds in Book 15982, Page 240.

PROMISSORY NOTE

June 4, 2020
Springfield, Massachusetts

Property Address: 25 Greenwich Street, Springfield, MA 01107

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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.

J. T.

(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.

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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

J. T.

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

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J.T.

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.

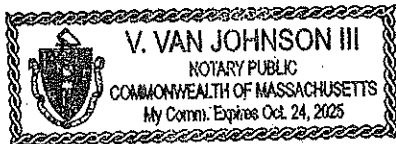
Juan Torres
Juan Torres,
Borrower

[Signature]
Witness
Susan B Ferris
Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 4th day of June, 2020, before me, the undersigned Notary Public, personally appeared the above-named JUAN TORRES, proved to me through satisfactory evidence of identification, which was MDC to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed.



[Signature]
Notary Public V. Van Johnson III
My Commission Expires: 10/24/2025

Exhibit E:
SECTION 3 CLAUSE

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

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