



Contract # 20220623

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	<i>CWA</i>	3/17/22	<i>CWA</i>	3/17/22
City Comptroller	<i>JR</i>	3-22-22	<i>JR</i>	3-22-22
Law	<i>PRO</i>	3/22/22	<i>PRO</i>	3/25/22
CAFO	<i>MM</i>	3-23-22	<i>MM</i>	3-23-22
Mayor	<i>MM</i>	3-23	<i>MM</i>	3-23
City Comptroller				
Community Development				

*KB
3/22/2022*

Vendor No.: *22781* Contract No.: *20220623* Contract Date: 03/04/2022

Contract Amt.: \$239,165.50 Issue Date: 03/11/2022 Renewal Date:

Appropriation Code1: 26451815-530105-64516 *-\$216,640.50*
 Appropriation Code2: 26881801-530105-68800 *-\$22,525.00*
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: *22013320* PO No.:

Vendor Name: Jasper McCoy

Contract Type: Healthy Homes

Contract Purpose: Rehab of 123 Mulberry Street

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 04/25/2027 Amendment Date: Extension Date:

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

CB

**CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT
FOR OWNER-OCCUPANTS**

Whereas, the City of Springfield ("City") is providing financial assistance to Jasper McCoy ("Borrower") from the Healthy Homes Program in the amount of \$239,165.50 to fund rehabilitation of the home located at 123-125 Mulberry Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated May 4, 2021, 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:

1. 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.

2. 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.

3. Rental Units

If the property has multiple units, the Borrower must live in one unit and 51% of all units must be occupied by 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/Office of Disaster Recovery.

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

If a unit impacted by this agreement is vacant at the time this Agreement is executed, prior to a new tenant occupying the unit, the Borrower must submit sufficient qualifying income documentation to the Office of Housing and/or Disaster Recovery for review and approval. If a unit impacted under this agreement becomes vacant for 5 years following the agreement, it is the responsibility of the Borrower to notify the City of Springfield within fifteen (15) days.

4. 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.

5. Schedule

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

6. Default and Termination

The City may suspend or terminate this Agreement if the Borrower and/or the Borrower's Contractor materially fails to comply with the terms of this Agreement, including, but not limited to, the following:

- a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations executive orders and HUD guidelines, policies or directives as may become available at any time.
- b) Failure of the Homeowner to comply with the recommendations and/or guidelines issued in relation to this project by the Massachusetts Historical Commission or the Springfield Historic Commission.
- c) Failure of the Homeowner to fulfill in a timely and proper manner its obligations under this agreement.
- d) Ineffective or improper use of funds provided under this Agreement.
- e) The City shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the Homeowner at the Property, which the parties agree is as stated in this agreement. . Such notice of suspension or termination shall be forwarded to the Borrower and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. Any notice to the City shall be sent to: Tina Quagliato Sullivan, 1600 East Columbus Avenue, Springfield, MA 01103, with a copy to, City Solicitor, 36 Court Street, Rm. 210, Springfield, MA 01103.
- f) In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Homeowner, in whole or in part, by setting forth the reasons for such termination, provided the effective date is at least thirty

(30) days before the effective date of such termination, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety and require repayment of funds.

7. Breach and Repayment

In the event the Beneficiary fails to fulfill any condition contained in this Agreement or causes a breach of any condition contained in the Agreement the City may, at its option, require immediate payment in full of all sums disbursed to the Borrower. The City will give notice to the Borrower prior to taking any action. The notice shall specify

- a) the default;
- b) the action required to cure the default;
- c) a date, not less than 30 days from the date the notice is given to the Borrower, by which the default must be cured; and
- d) that failure to cure the default on or before the date specified in the notice may result repayment of the sums awarded under this Agreement.

If the default is not cured on or before the date specified in the notice, the City, at its option, may require immediate repayment in full of all sums secured by this Agreement by judicial proceeding. The City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

8. National Objective

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

The Borrower agrees that the project will comply with the regulations for one of these national objectives.

9. Duplication of Benefits

Beneficiary agrees to disclose any payments of disaster related assistance received in relation to any federally qualifying natural disaster. Beneficiary agrees to execute an affidavit certifying funds received (APPENDIX G). This will include any payments from FEMA, SBA, Private Insurance, etc. Homeowner will execute a Subrogation Agreement to ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative

10. Property Access

The beneficiary agrees to allow designated employee(s) and/or third party vendors of the City of Springfield access to the property throughout the term of this agreement to perform inspection(s) to ensure compliance with this agreement. The beneficiary agrees to allow designated employees of the U.S. Department of Housing and Urban Development (HUD) access to the property throughout the term of the agreement to conduct inspections as necessary.

11. Insurance

The Borrower and his/her Contractor shall carry sufficient insurance coverage in an amount that meets requirements in 2 CFR 200.310 and any additional requirements determined by the City of Springfield (City) to ensure adequate protection of all assets from loss due to theft, fraud, and/or undue personal injury or property or any other form of losses.

- a) The Borrower shall be required to provide a homeowners or property insurance policy for the property to the City prior to execution of the agreement. Policy shall include fire and extended coverage. Beneficiary shall also provide proof of Contractor's insurance policy to the City.
- b) The Contractor insurance policy shall include Comprehensive General Liability insurance shall be obtained (Limits: \$1,000,000/\$2,000,000 (per occurrence/annual aggregate)). Where applicable Comprehensive Automobile Liability coverage shall be obtained, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (limits: \$500,000/\$1,000,000 (per occurrence/annual aggregate)).
- c) On all applicable policies, the City of Springfield shall be listed as Additional Insured. Insurance shall not terminate, lapse or otherwise expire during the duration of this agreement. Borrower and/or Contractor shall provide thirty (30) days written notice of any policy change.
- d) In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Borrower shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained in perpetuity as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall notify Borrower if property is located in a FEMA identified flood hazard area.

12. Assignability

Beneficiary shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Beneficiary from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

13. Venue and Exclusive Forum

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

14. Payment

The City shall pay to the Beneficiary funds available under this Agreement based upon cost information submitted by the Beneficiary and/or Beneficiary's Contractor and consistent with Appendix B.

Beneficiary acknowledges all procurement related to project activities must adhere to requirements outlined in Sections 2 CFR 200.318 – 320, and in acceptable compliance standards as detailed in applicable local and state codes or statutes. Payments shall only be made for eligible expenses as identified in Appendix B. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in Appendix B and are necessary to complete the project as determined by the City.

Payments shall be made only for work that is completed. Advance payments shall not be made, unless agreed to otherwise in writing by the City.

Beneficiary and their contractor will be responsible for submitting invoices in the form and format prescribed by the City. Beneficiary and their contractor assume responsibility for timely submittal and approval of payment for services per this approved scope. All supporting documentation shall include the full address of the project property.

The City will disburse funding in the form of progress payments in accordance with applicable local, state and federal regulations. The City will inspect and monitor the project in accordance with all local, state and federal regulations. Payments issued under this agreement to the Beneficiary may only be utilized for payment of items related to the contract.

The Beneficiary shall refund to the City any payment or portions of payments which the City determines were not properly due to the Beneficiary under the terms of this Agreement including any post audit findings that may occur.

Payments may be withheld on account of:

- a) Defective work not remedied;
- b) Work that does not comply with the agreed upon scope of work and/or pre-approved quote;
- c) Work completed by a contractor other than the pre-approved contractor;

- d) Work that does not comply with the Certificate of Appropriateness and/or Certificate of Non-Applicability issued by the Springfield Historic Commission;
- e) Work that does not comply with recommendation of the Commonwealth of Massachusetts Historical Commission (SHPO);
- f) Failure of the Beneficiary or Contractor to submit required invoices and/or supporting source documentation;
- g) Claims filed;
- h) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- i) Damage to the Beneficiary or another contractor; or Persistent failure to carry out the work in accordance with the Agreement documents;
- j) Violations of the Duplication of Benefits clause.

15. Environmental Review

Prior to any choice limiting action, the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

The completed environmental review and resulting mitigation actions, if any, are to be incorporated into the agreements to complete the project, as applicable.

16. Clean Air and Water

Beneficiary shall require Contractor to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 at seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

17. Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

City shall provide Beneficiary with any applicable notices. Beneficiary shall provide any notices and abatement measures identified with the Contractor.

18. Historic Preservation

Beneficiary shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

19. 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 March, 2022.



Jasper McCoy
Property Owner



Office of Disaster Recovery
CITY OF SPRINGFIELD

26451815-530105-64516 \$ 216,640.50
26881801-530105-68800 \$ 22,525.00
Approved as to Appropriation:

Approved as to Form:



Office of Comptroller
CITY OF SPRINGFIELD

3/22/22



Law Department
CITY OF SPRINGFIELD

3/23/22

APPROVED:



Chief Administrative and Financial Officer
CITY OF SPRINGFIELD



Domenic J. Sarno, Mayor
CITY OF SPRINGFIELD

CITY OF SPRINGFIELD
HEALTHY HOMES PROGRAM

REHABILITATION LOAN AGREEMENT

List of Exhibits

Healthy Homes Rehabilitation Program Agreement

Exhibit A- Project Budget

Exhibit B- Itemized Repair Specs by Location/Trade

Exhibit C- Mortgage

Exhibit D- Promissory Note

Exhibit E- Section 3 Clause

Exhibit F- Tax Certification for Contracts

Exhibit G- Insurance Binder

Exhibit H- Subrogation Agreement

Exhibit A

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Jasper McCoy

Project Address: 123 Mulberry Street

Project Budget	Amount
Repair/Rehab	\$ 176,120.00
Lead Abatement	\$ 22,525.00
Lead Services	\$ 2,850.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 3,450.00
Sub-Total	\$207,970.00
Contingency (15%)	\$31,195.50
Total	\$239,165.50

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

Bid Proposal Form

To: _____ Date Submitted: 1-12-22
_____ Project Address: 123-125 Mulberry Street

The following proposal is hereby submitted as per your request. 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:

One hundred Ninety eight Thousand six hundred Dollars (\$ 198,600.-)

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.

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

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

Contractor: Nakem Construction

Address: 1603 Russell Rd.

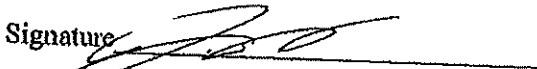
Montgomery, MD 20854

Phone: [REDACTED]


Signature

Owner
Title

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

Signature 

Title owner

Company Nakem Construction

Date 1-17-22

CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROPOSED LABOR & MATERIAL COSTS	
REPAIR ITEM	LABOR & MATERIAL COSTS
Building Permit:	
Trash Container:	1,000
Lead Abatement:	1,700
	20,525
Basement – Safe Off all Electrical	
Basement – Replace hot water heater	4,000
Basement – Replace hot water heater	2,800
Basement – Stairs Handrail	3,800
Basement – Damaged Stair Treads (10)	300
Basement – Gas Fired Furnaces (2)	4,400
Basement – Boiler Room Walls and Ceiling	2,200
Basement – Entry Door	2,100
Basement – Replace All (5 Small) Windows	800
Basement – Replace All (7 Large) Windows	3,800
Basement – Electrical Panel Unit 125	4,700
Basement – Electrical Panel Unit 123	1,800
Basement – Repair Brick Wall	1,100
Basement – Repair Brick Wall	1,000
	3,100
Floor Total:	56,525
First Floor – Unit 125 Entry Door	
First Floor – Unit 125 Living Room Windows (2)	1,200
First Floor – Unit 125 Dining Room Windows (4)	6,000
First Floor – Unit 125 Pantry Window	3,900
First Floor – Unit 125 Pantry Door	200
First Floor – Unit 125 Pantry and Kitchen Floor	600
First Floor – Unit 125 Kitchen Windows (2)	2,800
First Floor – Unit 125 Kitchen Door	4,400
First Floor – Unit 125 Bathroom Window	200
First Floor – Unit 125 Bathroom Ceiling Light	100
First Floor – Unit 125 Bathroom GFCI	200
First Floor – Unit 125 Kitchen Light Fixture	100
First Floor – Unit 125 Kitchen Outlets	400
	150
Floor Total:	15,350
Second Floor – Unit 125 Front Bedroom Window	
Second Floor – Unit 125 Middle Bedroom Windows (2)	2,000
Second Floor – Unit 125 Middle Bedroom Outlets (2)	1,400
Second Floor – Unit 125 Back Bedroom Windows (2)	300
Second Floor – Unit 125 Back Bedroom Outlets (2)	800
Second Floor – Unit 125 Bathroom Light/Fan Combo	700
Second Floor – Unit 125 Bathroom Outlet	200
	100

Second Floor -- Unit 125 Bathroom Window	645
Second Floor -- Unit 125 Laundry Room Window (2)	275
Floor Total:	7,120
First Floor -- Unit 123 Living Room Windows (4)	2400
First Floor -- Unit 123 Dining Room Windows (4)	3400
First Floor -- Unit 123 Middle Hallway Window	700
First Floor -- Unit 123 Kitchen Windows (2)	6400
First Floor -- Unit 123 Kitchen Door	300
First Floor -- Unit 123 Bathroom Window	225
First Floor -- Unit 123 Bathroom Vanity, Top and Faucet	1600
First Floor -- Unit 123 Bathroom Outlet	500
First Floor -- Unit 123 Bathroom Tub Surround	2900
First Floor -- Unit 123 Bathroom Toilet	825
First Floor -- Unit 123 Bathroom Floor	1200
First Floor -- Unit 123 Bathroom Light/Fan Combo	800
Floor Total:	24,250
Second Floor -- Unit 123 Stairwell Treads (5)	900
Second Floor -- Unit 123 Stairwell Baluster	300
Second Floor -- Unit 123 Stairwell Guard Rail	200
Second Floor -- Unit 123 Bathroom Shower Head	225
Second Floor -- Unit 123 Bathroom Outlet	150
Second Floor -- Unit 123 Bathroom Window	725
Second Floor -- Unit 123 Rear Bedroom Windows (2)	1500
Second Floor -- Unit 123 Rear Bedroom Exterior Door	300
Second Floor -- Unit 123 Rear Bedroom Porch Windows (7)	2200
Floor Total:	14,225
Thrd Floor- Attic Windows (10)	1000
Thrd Floor- Attic Electrical	2400
Floor Total:	10,150
Exterior -- All Porch Roofing	6225
Exterior -- Main House Roofing	2,000
Exterior -- Back Right Rear Deck	7,400
Exterior -- Back Left Rear Porch	4,000
Exterior -- Chlmney Repointing (3)	2400
Exterior Total:	42,725
Entire House -- Smoke /Carbon Dioxide Detectors	4000
Entire House total:	174,295

MANAGEMENT 8,200
over head & P&G 15,650
TOTAL \$198,645.00

Healthy Home's Property Inspection Report For



The City of Springfield, MA



123-125 Mulberry St.
Springfield, MA

Conducted on May 4, 2021

May 26, 2021

Will Brock
Senior Project Manager
City of Springfield
Office of Disaster Recovery and Compliance
1600 East Columbus Avenue, 2nd Floor
Springfield, MA 01103

RE: Property Inspection Report: **123-125 Mulberry St, Springfield, MA**

Dear Will:

NAI Plotkin has completed a Healthy Home's Property Inspection of the above referenced property. The report and probable cost estimates were conducted in accordance with generally accepted industry standards.

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions or if we can be of further service to you.

Sincerely,

Courtney O. Rose
Construction Manager
NAI Plotkin
1350 Main St Suite 1410
Springfield, MA 01103
Phone: [REDACTED]
Email: [REDACTED]

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Basement – Repair Brick Wall	13
First Floor – Unit 125 Entry Door	13
First Floor – Unit 125 Living Room Windows.....	14
First Floor – Unit 125 Dining Room Windows	14
First Floor – Unit 125 Pantry Window	15
First Floor – Unit 125 Pantry Door.....	15
First Floor – Unit 125 Pantry and Kitchen Floor.....	16
First Floor – Unit 125 Kitchen Windows	16
First Floor – Unit 125 Kitchen Door.....	17
First Floor – Unit 125 Bathroom Window.....	17
First Floor – Unit 125 Bathroom ceiling Light.....	18
First Floor – Unit 125 Bathroom GFCI	18
First Floor – Unit 125 Kitchen Light fixture	19
First Floor – Unit 125 Kitchen Outlets (2).....	19
Second Floor – Unit 125 Bedroom Front Window.....	20
Second Floor – Unit 125 Middle Bedroom Windows	20
Second Floor – Unit 125 Middle Bedroom Outlets	21
Second Floor – Unit 125 Back Bedroom Windows.....	21
Second Floor – Unit 125 Back Bedroom Outlets	22
Second Floor – Unit 125 Bathroom	22
Second Floor – Unit 125 Bathroom Outlet.....	23
Second Floor – Unit 125 Bathroom Window	23
Second Floor – Unit 125 Laundry Room Window.....	24

First Floor – Unit 123 Living Room Windows.....	24
First Floor – Unit 123 Dining Room Windows	25
First Floor – Unit 123 Middle Hallway Window.....	25
First Floor – Unit 123 Kitchen Windows	26
First Floor – Unit 123 Kitchen Door.....	26
First Floor – Unit 123 Bathroom Window.....	27
First Floor – Unit 123 Bathroom Vanity, top and Faucet.....	27
First Floor – Unit 123 Bathroom Outlet	28
First Floor – Unit 123 Bathroom Tub Surround	28
First Floor – Unit 123 Bathroom Toilet.....	29
First Floor – Unit 123 Bathroom Floor.....	29
First Floor – Unit 123 Bathroom Light/Fan Combo.....	30
First Floor – Unit 123 Stairwell Treads	30
Second Floor – Unit 123 Stairwell Baluster	31
Second Floor – Unit 123 Stairwell Guard Rail.....	31
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Executive Summary

Inspection Purpose

NAI Plotkin was retained to conduct a Healthy Home's Property Inspection of the subject property. The purpose of the assessment was to provide an objective, independent, professional opinion of the potential repairs required and the associated costs for each of the items identified at the subject property.

Scope of Work

The specific scope of work included the following:

Document Review - NAI Plotkin reviewed the following documents for information: City of Springfield GIS Property Card for 123-125 Mulberry Street, Springfield MA.

Walk-Through Survey - The report is based on observations made during the property "walk-through." Observations were limited to property improvements including exterior surfaces and open spaces, accessible areas of the roof, units, vacant and common areas and mechanical components. No inspection or investigation behind walls, inside plenums or in any other generally inaccessible areas was performed. The investigation of the building facade was performed from street and/or balcony level. Renting of and riding on scaffolding equipment was not part of the scope of NAI Plotkin's services. No physical tests were made nor were any samples for engineering analysis collected. As such, NAI Plotkin makes no warranties regarding EIFS systems, curtain walls or other building skin / structural conditions that would not be readily observable and would, therefore, be considered outside the scope of this assignment.

Property/Site Features – Observations, where applicable, were conducted at the property of the following items: general topography, storm water drainage, ingress and egress, paving, curbing and parking, flatwork, and appurtenances, and ancillary structures.

Building Frame and Envelope – Observations, where applicable, were conducted at the property as to the type, condition and adequacy of the following items: substructure, superstructure, porches, facade, siding, trim, windows, doors and roofing.

Interior Elements – Observations, where applicable, were conducted at the property as to the type, condition and adequacy for structural and mechanical components.

Plumbing, Mechanical and Electrical – Observations, where applicable, were conducted at the property as to the type, condition and adequacy of the following items: plumbing, heating, fire protection, electrical, and ventilation and air conditioning,

Costs to Remedy Physical Deficiencies – Estimated costs are identified for bid comparison purposes only and do not represent actual costs to remedy.

Photographs: Photographs representative of NAI Plotkin's observations are included in the report.

Limitations

NAI Plotkin has performed the services and prepared this report in accordance with generally accepted industry standards, and makes no other warranties, either expressed or implied, as to the character and nature of such services or product.

Inspection Details

Inspection Date: Tuesday, May 4, 2021
Time of Arrival: 9:00 am EST
Greeted by: Jasper McCoy
Provided Full Access: Yes
Inspections by: Courtney Rose & Bill Richardson
Inspection Duration: 3 Hour & 30 Minutes
Inspection Process: Visual with extremely minor exploratory demolition/disassemble
Weather: 42 Degrees / Cloudy/Rainy

Property Summary

Property Address: 123-125 Mulberry St
City/State/Zip: Springfield, Massachusetts 01105
Property Usage: Two Family
Number of Buildings: 1 house
Roof Structure: Asphalt Roll Roofing and Asphalt Shingles
Property Description: 123-125 Mulberry St, built in 1903, this property is a two-family structure with eight bedrooms on 13,597 Sq. Ft. parcel, and approximately 5,583 sq. ft. of total living area as identified on the City of Springfield GIS Property Card.

Identified Items

Lead Abatement

- A complete Lead Based Survey has been conducted by Emerald Lead Testing, Inc. and components within have been determined to contain levels of lead paint that requires abatement.
- Following the Lead Safe Abatement processes, all lead containing product identified within the report shall be properly abated.

Basement – Safe Off all Property Electrical

- Throughout the entire structure, there are old wires, junction boxes and devices that need to be tested, removed and made safe.
- Have a licensed electrician go through the entire property and perform this scope so that no old, abandoned, and unused wiring or devices exist. Also, test all outlets to ensure proper grounding.

Basement – Replace Hot Water Heater

- There currently exists one gas fired 40-gallon hot water heaters that is old and starting to fail.
- Remove and properly dispose of old water heater.
- Install a new energy star 40- gallon gas fired unit complete with new insulated connection pipes, fittings, valves, and vent piping.



Basement – Replace Hot Water Heater

- There currently exists one electric 40-gallon hot water heaters that is old and starting to fail.
- Remove and properly dispose of old water heater.
- Install a new energy star 40- gallon electric unit complete with new insulated connection pipes, fittings, valves, and vent piping.



Basement – Stairs Handrail

- There exists no handrail for the basement stairs.
- Install 14 feet of handrail complete with proper hardware.



Basement – Damaged Stair Treads

- The basement stairs have several damaged stair treads.
- Remove and properly dispose of old treads.
- Install new treads allowing proper nosing.



Basement – Gas Fired Furnaces (2)

- There exists 2 gas fired boilers in the basement.
- Have a licensed HVAC technician service and verify that the furnaces are functioning properly. Change new filters.





Basement – Boiler Room Walls and Ceiling

- The plaster walls and ceiling in the basement boiler room are crumbling and failing. (approximately 488 sq. ft.)
- Remove and properly dispose of all failing plaster.
- Install new 5/8-inch fire resistant drywall on walls and ceiling with one coat of compound finish.



Basement – Entry Door

- Side entry door is damaged and failing letting cold air into building.
- Remove and replace the existing door leaving the frame intact.
- Replace the door with a new insulated metal door complete with new hinges and hardware installed into the existing door frame.
- Insulate, caulk and seal as required.



Basement – Replace All (5 Small) Basement Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (5) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing, i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



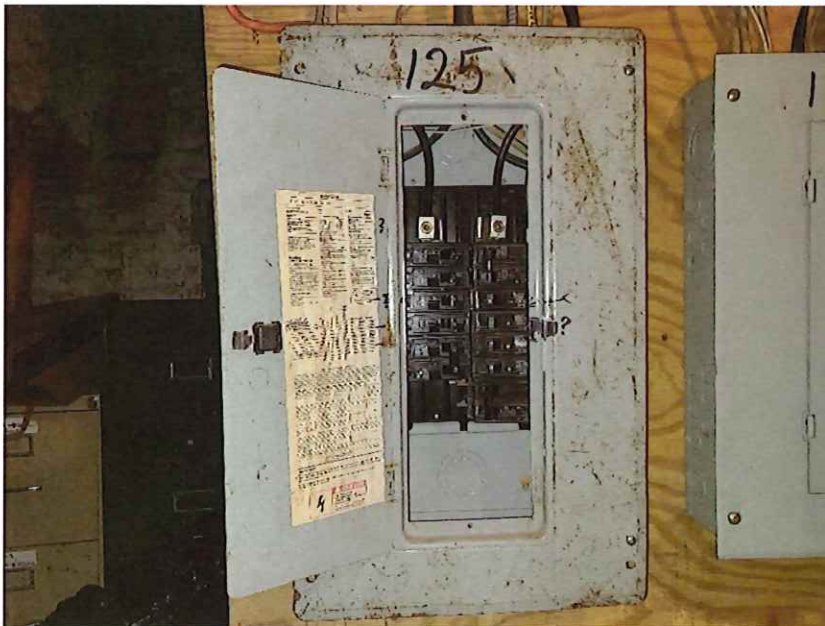
Basement – Replace All (7 Large) Basement Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (7) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing, i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



Basement – Electric Panel for Unit 125

- The electric panel for unit 125 is incomplete and dangerous.
- Replace with new panel including all new circuit breakers.
- Label new panel identifying circuits.



Basement – Electric Panel for Unit 123

- The electric panel for unit 125 needs electrical service and circuit labeling.
- Have a licensed electrician go through all the circuits to make sure the breakers are properly sized and landed and that all circuits are properly labeled on the door.



Basement – Repair Brick Wall

- Brick wall of the basement foundation is crumbling and failing. (approximately 100 sq. ft.)
- Scrape down, wire brush and clean old brick wall where failing, replace missing bricks then parge on new thin set of hydraulic cement to properly seal the walls.
 - All edges should be clean and secure



Basement – Repair Brick Wall

- Brick wall of the basement foundation is crumbling and failing. (approximately 160 sq. ft.)
- Scrape down, wire brush and clean old brick wall where failing, repoint bricks then parge on new thin set of hydraulic cement to properly seal the walls.
 - All edges should be clean and secure



First Floor – Unit 125 Entry Door

- Remove, repair, and reinstall existing front entry door.
 - Repair broken glass.
 - Reinstall new locking hardware.
 - Prepare all wood surfaces and paint.



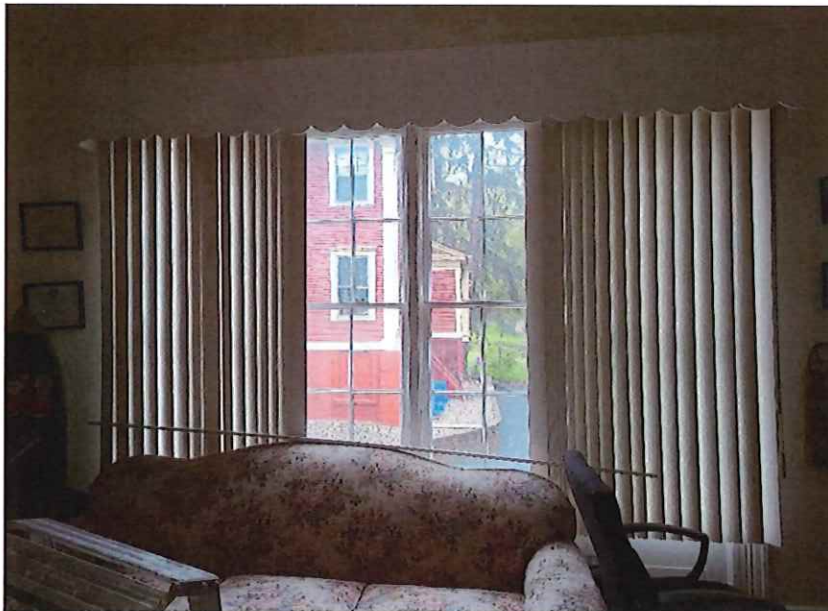
First Floor – Unit 125 Living Room Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 125 Dining Room Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (4) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 125 Pantry Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 125 Pantry Door

- The entry door in the pantry is not functioning properly.
- Replace door with new hardware fitting it to existing opening. Finish to match existing door color.
- Install door stop on wall.



First Floor – Unit 125 Pantry and Kitchen Floor

- The pantry and kitchen floor are worn, failing and needs to be replaced.
- Strip and dispose of old vinyl floor.
- Install ¼ inch underlayment over entire surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface and adjust doors and baseboards as required.



First Floor – Unit 125 Kitchen Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 125 Kitchen Door

- Kitchen entry door is damaged and failing letting cold air into building.
- Remove and replace the existing door leaving the frame intact.
- Replace the door with a new hollow metal door complete with new hinges and hardware installed into the existing door frame.
- Insulate, caulk and seal as required.



First Floor – Unit 125 Bathroom Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 125 Bathroom ceiling Light

- There is a ceiling light/ fan combo in the bathroom with a pull chain switch.
- Have a licensed electrician install a wall switch to control fixture.



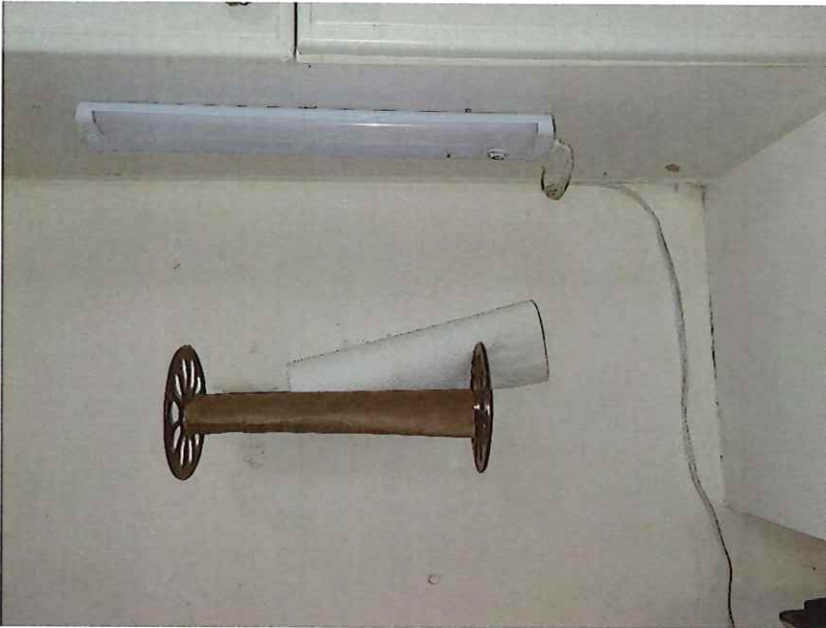
First Floor – Unit 125 Bathroom GFCI

- Within the first-floor bathroom there does not appear to be a proper GFCI Arc Fault device on breaker installed.
- Have a licensed electrician change out this fixture and install a new GFCI Arch Fault Duplex Outlet on a Arc Fault Breaker.



First Floor – Unit 125 Kitchen Light fixture

- The is a light fixture above the kitchen sink which is not properly installed.
- Have a licensed electrician change out this fixture and install a new light fixture hardwired to a switch.



First Floor – Unit 125 Kitchen Outlets (2)

- Within the first-floor kitchen there does not appear to be a proper GFCI Arc Fault device on breaker installed.
- Have a licensed electrician change out this fixture and install a new GFCI Arch Fault Duplex Outlet on a Arc Fault Breaker.



Second Floor – Unit 125 Bedroom Front Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



Second Floor – Unit 125 Middle Bedroom Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



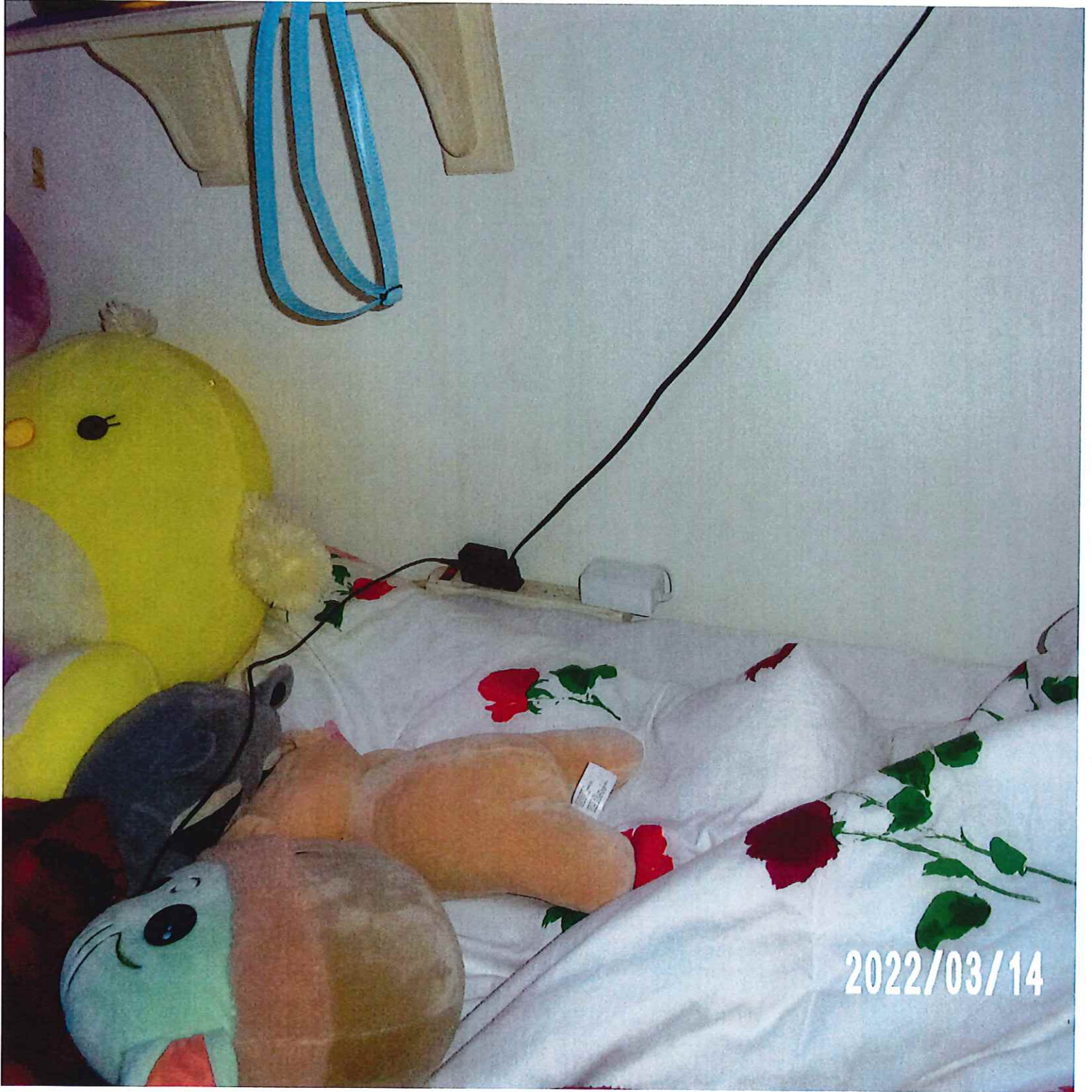
Second Floor – Unit 125 Middle Bedroom Outlets

- There is an inadequate number of outlets in the middle bedroom.
- Have a licensed electrician install 2 new outlets and covers.
- No photo available

Second Floor – Unit 125 Back Bedroom Windows

- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid patterns
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.







2022/03/14

Second Floor – Unit 125 Back Bedroom Outlets

- There is an inadequate number of outlets in the middle bedroom.
- Have a licensed electrician install 2 new outlets and covers.
- No photo available

Second Floor – Unit 125 Bathroom

- There exists no ceiling light/fan combo in the bathroom ceiling.
- Install a new light and vent combo vented to the outside.
 - Install new wall controls and cover plates.



Second Floor – Unit 125 Bathroom Outlet

- Within the bathroom there is not a proper GFCI Arc Fault device on breaker installed.
- Have a licensed electrician change out this fixture and install a new GFCI Arch Fault Duplex Outlet on a Arc Fault Breaker.



Second Floor – Unit 125 Bathroom Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing, i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



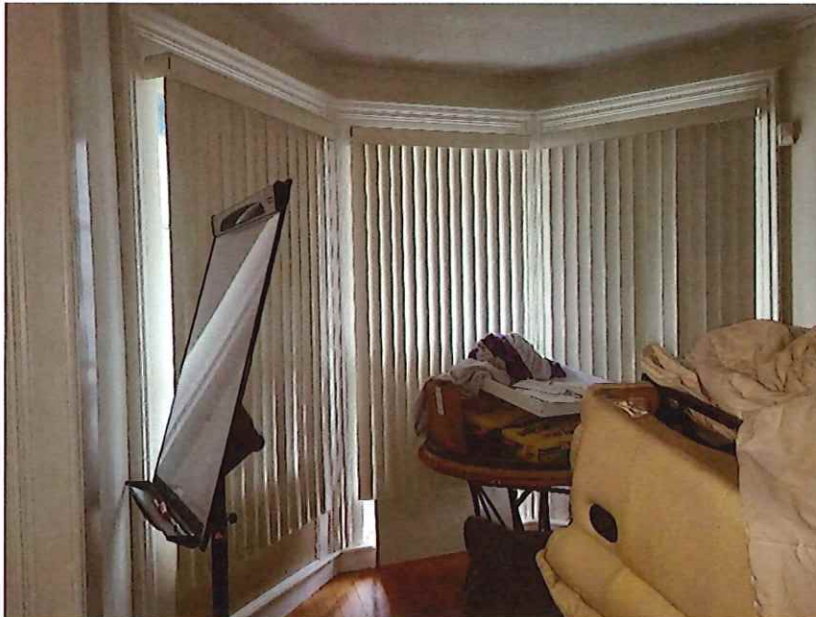
Second Floor – Unit 125 Laundry Room Window

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 123 Living Room Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (4) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 123 Dining Room Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (4) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing, i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 123 Middle Hallway Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing, i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



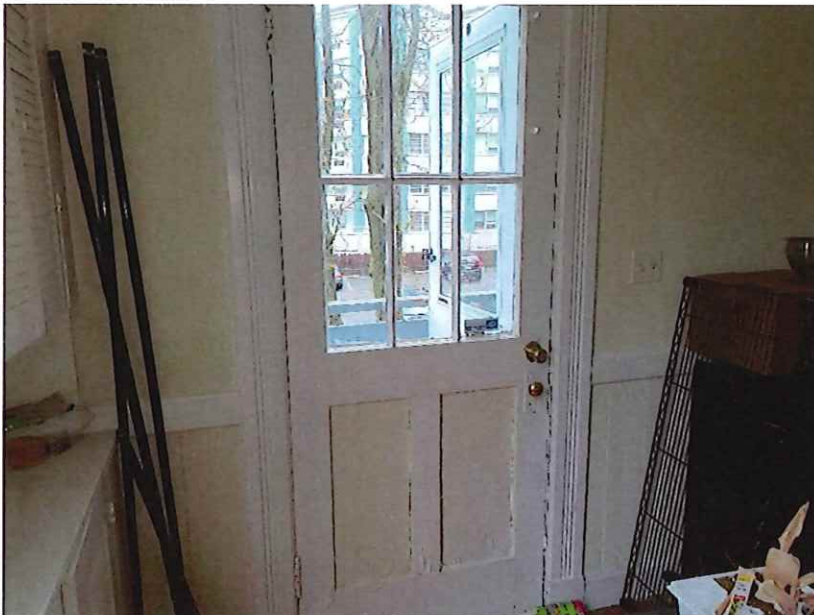
First Floor – Unit 123 Kitchen Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



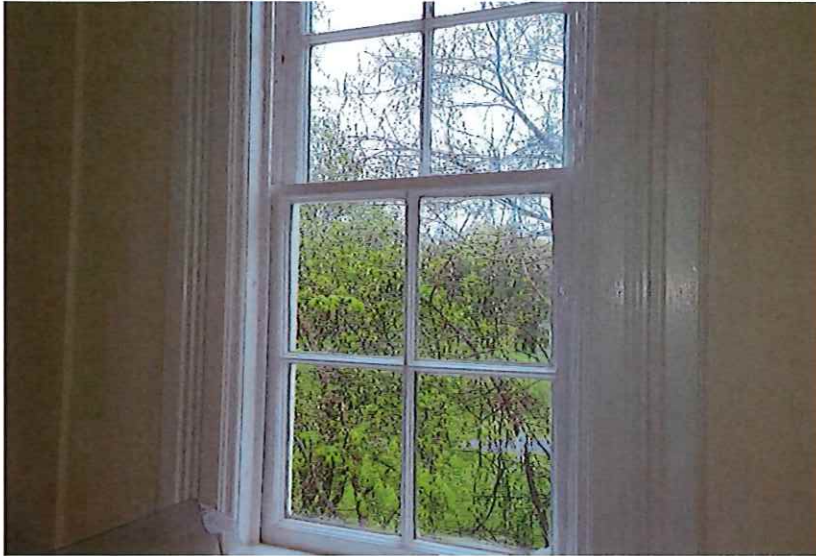
First Floor – Unit 123 Kitchen Door

- Kitchen entry door is damaged and failing letting cold air into building.
- Remove and replace the existing door leaving the frame intact.
- Replace the door with a new wood door with matching grid pattern door complete with new hinges and hardware installed into the existing door frame.
- Insulate, caulk and seal as required.



First Floor – Unit 123 Bathroom Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



First Floor – Unit 123 Bathroom Vanity, top and Faucet

- The shower vanity and vanity top are old, failing, and hard to sanitize.
- Remove and properly dispose of old vanity.
- Install new 30-inch vanity, vanity top and faucet.





2022/03/14

First Floor – Unit 123 Bathroom Outlet

- Within the bathroom there GFCI outlet that is not functioning properly.
- Have a licensed electrician change out this fixture and install a new GFCI Arch Fault Duplex Outlet.



First Floor – Unit 123 Bathroom Tub Surround

- Within the bathroom the tub and surround are old and failing.
- Install a new 4-piece Sterling 60 x 30 Fiberglass Ensemble.
- Change out shower controls and drain to new.





2022/03/14

First Floor – Unit 123 Bathroom Toilet

- The bathroom toilet is old and inefficient.
- Remove and properly dispose of old toilet.
- Install new Kohler round 1.28-GPF toilet.



First Floor – Unit 123 Bathroom Floor

- The bathroom floor is worn, failing and needs to be replaced. (approximately 40 Sq. Ft.)
- Strip and dispose of old vinyl floor.
- Install ¼ inch underlayment over entire surface attached with manufactures recommended fasteners.
- Install new LVT flooring over entire surface and adjust doors and baseboards as required.



First Floor – Unit 123 Bathroom Light/Fan Combo

- There exists no ceiling light/fan combo in the bathroom ceiling.
- Install a new light and vent combo vented to the outside.
 - Install new wall controls and cover plates.



First Floor – Unit 123 Stairwell Treads

- There are 5 damaged stair treads on the staircase leading to the second floor.
- Install new treads, sand, and finish with 3 coats of polyurethane.



Second Floor – Unit 123 Stairwell Baluster

- There is 1 damaged baluster on the staircase leading to the second floor.
- Remove, repair, and reinstall.



Second Floor – Unit 123 Stairwell Guard Rail

- The guard rail on the second-floor landing is loose.
- Make adjustments to newel post in order to make secure.



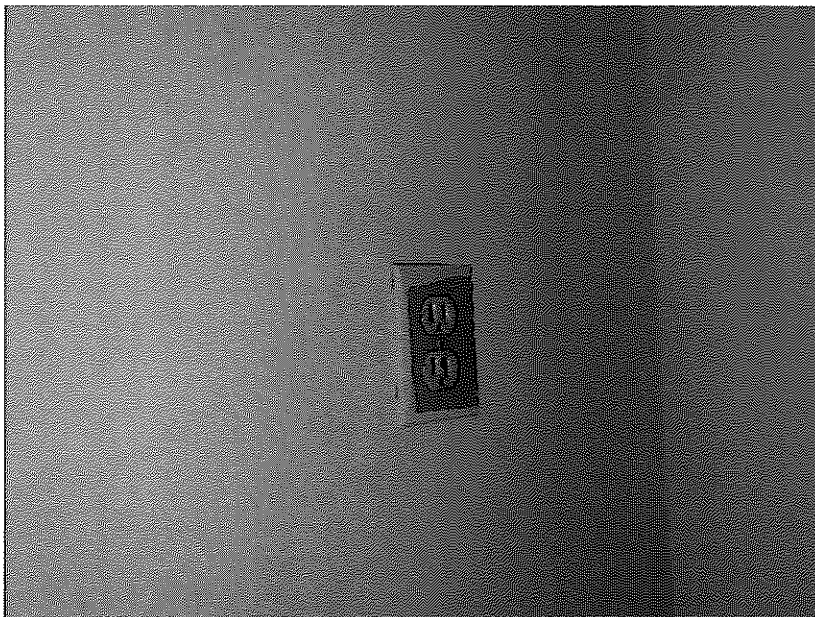
Second Floor – Unit 123 Bathroom Shower Head

- There is shower head in the bathroom that is old and failing.
- Have a licensed plumber install a new efficient shower head.



Second Floor – Unit 123 Bathroom Outlet

- Within the bathroom there an outlet that is not a GFCI Arch Fault.
- Have a licensed electrician change out this fixture and install a new GFCI Arch Fault Duplex Outlet.



Second Floor – Unit 123 Bathroom Window

- The existing window is old, failing and not energy efficient.
- Measure and replace window with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



Second Floor – Unit 123 Rear Bedroom Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (2) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



Second Floor – Unit 123 Rear Bedroom Exterior Door

- Kitchen entry door is damaged and failing letting cold air into building.
- Remove and replace the existing door leaving the frame intact.
- Replace the door with a new wood door with matching grid pattern door complete with new hinges and hardware installed into the existing door frame.
- Insulate, caulk and seal as required.



Second Floor – Unit 123 Rear Bedroom Porch Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (7) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.
 - Includes reframing openings and applying new trim.



Third Floor – Attic Windows

- The existing windows are old, failing and not energy efficient.
- Measure and replace (10) windows with vinyl Low E insulated windows with matching grid pattern
 - Operation to match existing. i.e. double hung / casement / hopper.
 - Repair all interior and exterior trim as needed.
 - Caulk and seal all edges.



Exterior – All Porch Roofing

- The existing roofing on the porches is old and starting to fail. (approximately 1,031 sq.ft.)
- Remove and dispose properly dispose of existing roof.
- Install ½ inch density hardboard (100+psi) mechanically attached over existing decking.
- Install .060 Johns Manville EPDM membrane fully adhered in accordance with manufactures recommendations.
- Fabricate, furnish, and install .040 aluminum drip edge.



Exterior – Main House Roofing

- The existing asphalt roofing on the main house is old and starting to fail. (approximately 20 squares)
- Remove and dispose properly dispose of existing roof.
- Furnish, and install new aluminum drip edge.
- Install new 40 Yr. asphalt Architectural shingle over shingle underlayment.
- Install/repair metal flashing around chimneys.

No photo available

Exterior – Back Right Rear Open Porch

- The existing porch and stairs on the rear of the building are old and starting to fail. (approximately 66 sq. ft.)
- Remove and dispose properly dispose of existing porch and stairs.
- Build new porch and stairs using pressure treated framing, decking, handrails, and guardrails.



Exterior – Back Left Rear Open Porch

- The existing porch and stairs on the rear of the building are old and starting to fail. (approximately 66 sq. ft.)
- Remove and properly dispose of existing porch and stairs.
- Build new porch and stairs using pressure treated framing, decking, handrails, and guardrails.



Exterior – Chimney Repointing (3)

- There are three chimneys located on the roof that have failing and crumbling mortar joints.
- Old mortar should be removed to a minimum depth of 2 times the width of the joint.
- Install new mortar following proper standards to insure adequate bonding.
- No Photo available

Appendix - Property Maps and Drawings

- 1. Property Location Map**
- 2. Parcel Map**
- 3. Satellite Photograph**
- 4. Project Bid Sheet**

Appendix Property Maps

Property Location Map



City of Springfield – Healthy Home
 47 Ridgewood Terr
 Springfield, MA



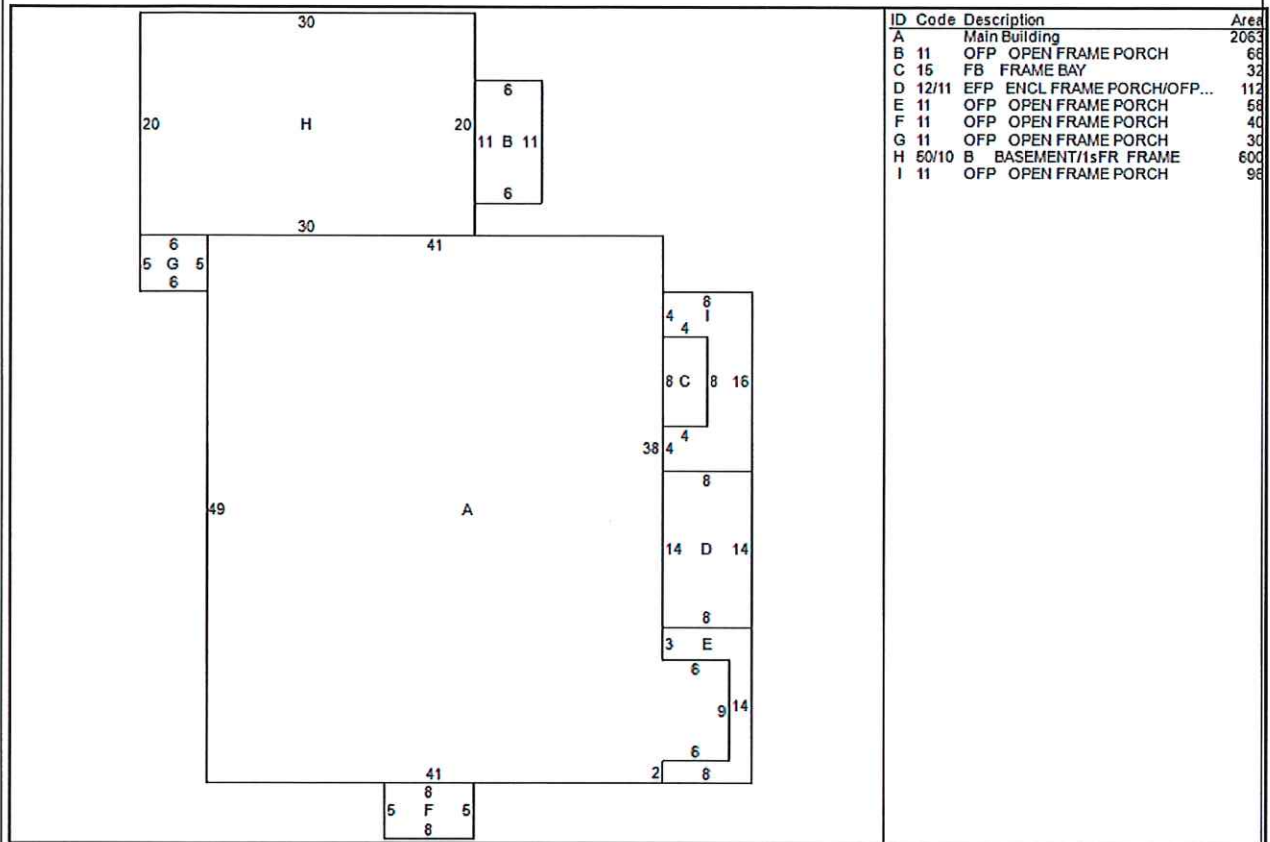
North

Google Maps



Appendix Property Maps

Parcel Map



City of Springfield – Healthy Home
 47 Ridgewood Terr
 Springfield, MA

Hampden County



Appendix Property Maps

Satellite Photograph



City of Springfield – Healthy Home
47 Ridgewood Terr
Springfield, MA

NAIPlotkin

Bidders Qualification Requirements

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.
- Electrical, all new bathroom light/fan combo / GFI or wet area lighting fixtures, shall be on a Arc Fault Protection OR GFI Breaker

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.

LINE ITEM BREAKDOWN

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

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

ALL PERMITS REQUIRED

- As part of the bid, 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 PRE-BID SITE VISIT

- The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

WORK TIMES

- Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

NEW MATERIALS REQUIRED

- All materials used in connection with this work write-up are to be new, of first quality and without defects – unless stated otherwise or pre-approved by Owner and Construction Specialist.

WORKMANSHIP STANDARDS

- All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

1 YEAR GENERAL WARRANTY

- Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

FINAL CLEAN

- Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

APPLICABLE LEAD-SPECIFIC DEFINITIONS

- Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.
- CFR – The Code of Federal Regulations:
- Safe work practices and clearance are required when more than:
 - 20 SF on exterior
 - 2 SF per interior room
 - 10% of small component
- is deteriorated or will be disturbed by renovation.
- Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.
- Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property.
- Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320.
- See 24CFR Part 35 – Subpart B – Section 35.110 Definitions, for additional definitions.

LEAD-BASED PAINT REGULATIONS – FEDERALLY FUNDED HOUSING REHABILITATION

Per HUD Regulation 24 CFR Part 35: the contractor must conform to the Lead-based paint requirements for rehabilitation in the appropriate category listed below, based on the amount of rehabilitation assistance provided.

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

- c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
- a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
 - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
 - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

MORTGAGE

City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of March 4, 2022, between Jasper McCoy, whose address is 123-125 Mulberry Street, Springfield, MA 01105 ("**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 March 4, 2021 in the sum of \$239,165.50 (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 123-125 Mulberry Street, Springfield, MA 01105 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 5/4/2021. 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: _____

Jasper McCoy
Borrower

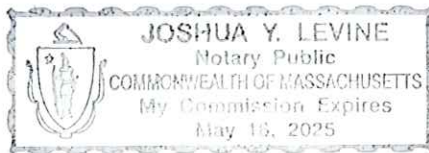
Witness

Commonwealth of Massachusetts

Hampden, ss, _____

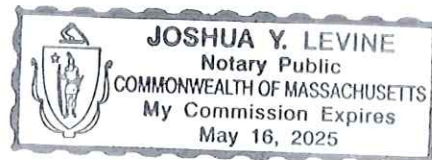
On 3/4/22, before me, the undersigned notary public, personally appeared, Jasper McCoy proved to me through satisfactory evidence of identification, which was MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

(Official signature and seal of notary).



Notary Public:

My Commission Expires: 5/16/25



The note secured by this Mortgage has:

A principal sum of \$239,165.50

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

The sum of \$239,165.50 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: 123-125 Mulberry Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Jasper McCoy ("Borrower"), promise to pay \$239,165.50 (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 Disaster Recovery
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.

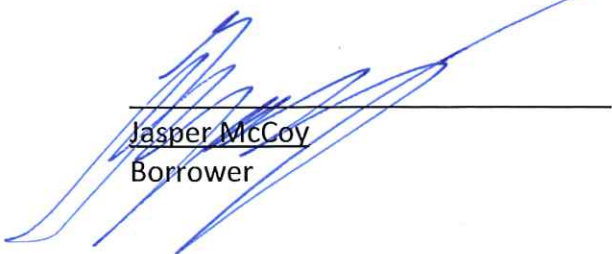
Owner Occupancy. If the Borrower is an owner-occupant at the time this loan is entered into, and the Borrower ceases to live in the Mortgaged Property as his/her principal place of residence during the term of the loan, the City may, at its option, require immediate payment in full of all sums secured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

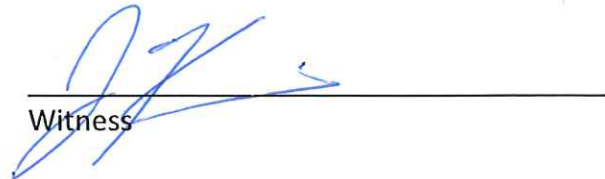
If the City exercises its option to require immediate payment of the balance of funds secured by the Mortgage, the City shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

Borrower must pay all remaining sums secured by the Mortgage.

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



Jasper McCoy
Borrower



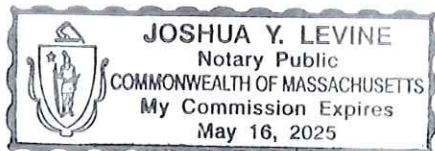
Witness


Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 4th day of March, 2022, before me, the undersigned Notary Public, personally appeared the above-named Jasper McCoy, proved to me through satisfactory evidence of identification, which was MA D.L., 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: 5/16/25

SCHEDULE B
PROPERTY DESCRIPTION

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

- NORTHWESTERLY by Mulberry Street, eighty-seven and 35/100 (87.35) feet;
- NORTHEASTERLY by land now or formerly of the South Congregational Church one hundred and 59/100 (100.59) feet;
- SOUTHEASTERLY by land of the Proprietors of The Springfield Cemetery, ten and 46/100 (10.46) feet;
- EASTERLY by land of the Proprietors of The Springfield Cemetery, one hundred twenty-seven and 21/100 (127.21) feet; and
- SOUTHWESTERLY by land now or formerly of Albert J. Steiger, one hundred seventy-one and 91/100 (171.91) feet.

Subject to a mortgage granted to Bank of America, NA in the original principal amount of \$300,000.00 dated February 10, 2021, and recorded in Book 23704, Page 115.

Subject to security agreement granted to Neighborhood Assistance Corporation of America to secure the payment amount of \$300,000.00 to Bank of America, N.A. dated February 10, 2021, and recorded in Book 23704, Page 133.

Being the same premises conveyed to mortgagor herein by deed dated December 7, 2020, and recorded in Book 23704, Page 113.

PROMISSORY NOTE

March 4, 2022
Springfield, Massachusetts

Property Address: 123-125 Mulberry Street, Springfield, MA 01105

1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Jasper McCoy ("Borrower"), promise to pay \$239,165.50 (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:

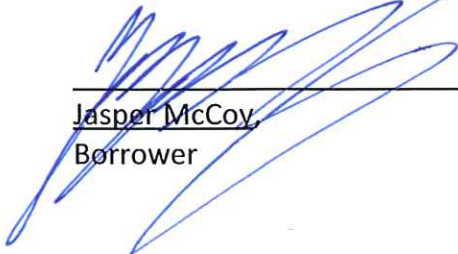
Due Upon Sale or Transfer. If all or any part of the Property or any interest in it is sold or transferred without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by the Mortgage.

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.

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.



Jasper McCoy,
Borrower



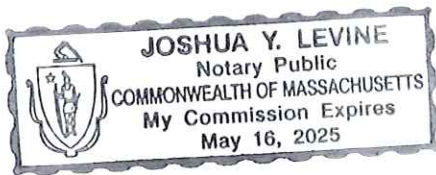
Witness

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 4th day of March, 2022, before me, the undersigned Notary Public, personally appeared the above-named Jasper McCoy, proved to me through satisfactory evidence of identification, which was MA D.L., 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: 5/16/25

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 75, 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 75 regulations.
- C. The developer agrees to send to each labor organization or representative of workers with which the developer 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 developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The developer will not subcontract with any subcontractor where the developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135 or 24 CFR Part 75.
- E. The developer will certify that any vacant employment positions, including training positions, that are filled (1) after the developer is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. The developer agrees to work with the City of Springfield, Office of Compliance to ensure compliance with all Section 3 requirements and to furnish any required information or reports, including details on total labor hours, labor hours performed by Section 3 workers, labor hours performed by targeted Section 3 workers, and labor hours completed by Section 3 businesses
- G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number [redacted] State Identification Number [redacted] Federal Identification Number [redacted]

Street Address Only: 123-125 Mulberry Street

City/State/Zip Code: Springfield, MA 01105

Telephone Number: [redacted] Email: [redacted]

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

Name of Individual: Jasper McCoy

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

FEDERAL TAX CERTIFICATION

I, [redacted] certify under the pains and penalties of perjury that Jasper McCoy, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

[Signature] Date: 3/4/2022 Bidder/Proposer Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

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

[Signature] Date: 3/4/2022 Bidder/Proposer Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

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

[Signature] Date: 3/4/2022 Bidder/Proposer Authorized Person's Signature

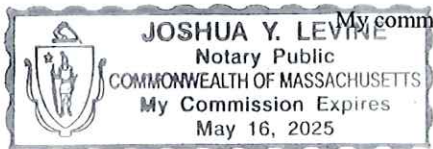
Notary Public

COMMONWEALTH OF MASSACHUSETTS March 4, 2022

Hampden, ss

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

[Signature] Notary Public 5/16/25



My commission expires:



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/28/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY HOMELAND INS NETWORK LLC 1333 BOSTON RD SPRINGFIELD, MA 01119	PHONE (A/C, No, Ext): (413) 284-4747	COMPANY TRAVELERS PERSONAL INSURANCE COMPANY ONE OF THE TRAVELERS PROPERTY CASUALTY COMPANIES ONE TOWER SQUARE, HARTFORD, CT 06183
FAX (A/C, No): [REDACTED]	E-MAIL ADDRESS: [REDACTED]	
CODE: [REDACTED]	SUB CODE: [REDACTED]	
AGENCY CUSTOMER ID #: INSURED JASPER MCCOY 123 MULBERRY ST SPRINGFIELD, MA 01105-1408	LOAN NUMBER [REDACTED]	POLICY NUMBER [REDACTED]
	EFFECTIVE DATE 02/18/2022	EXPIRATION DATE 02/18/2023
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
123 MULBERRY ST
SPRINGFIELD, MA 01105-1408

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL				
Coverage A - Dwelling						\$ 947,000	
Coverage B - Other Structures						\$ 21,497	
Coverage C - Personal Property						\$ 236,750	
Coverage D - Loss of Use						\$ 53,790	
Coverage E - Personal Liability - Bodily Injury and Property Damage(each occurrence)						\$ 500,000	
Coverage F - Medical Payments to Others(each person)						\$ 5,000	
Property Coverage Deductible (All Other Perils)							\$ 1,000
Windstorm or Hail Deductible							\$ 1,500
TOTAL PREMIUM \$3,395.00							

REMARKS (Including Special Conditions)

Make checks payable to: Travelers Indemnity and affiliates

Mail payments to: Travelers Personal Insurance
PO Box 660307
Dallas, TX 75266-0307

SEE ADDITIONAL REMARKS SCHEDULE FOR MORE INFORMATION (ACORD 101)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS BANK OF AMERICA N. A. ISAOA/ATIMA PO BOX 961291 FORT WORTH, TX 76161 SEE FORM 101 FOR ADDITIONAL INTERESTS		ADDITIONAL INSURED		LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	X	MORTGAGEE				
	LOAN # [REDACTED]					
	AUTHORIZED REPRESENTATIVE <i>San Zimmerman</i>					



ADDITIONAL REMARKS SCHEDULE

AGENCY HOMELAND INS NETWORK LLC		NAMED INSURED JASPER MCCOY 123 MULBERRY ST SPRINGFIELD, MA 01105-1408	
POLICY NUMBER [REDACTED]			
CARRIER TRAVELERS PERSONAL INSURANCE COMPANY	NAIC CODE [REDACTED]	EFFECTIVE DATE: 02/18/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

Coverage Level: Travelers Protect®

Policy Type - Homeowners

Optional Coverages

Optional Coverages	Endorsement	Limit
Tenant Relocation Expense Coverage Per Rental Living Quarter	HQ-270 MA (05-17)	
Personal Property Replacement Cost Loss Settlement	HQ-290 MA (05-17)	
Windstorm or Hail Deductible	HQ-313 MA (05-17)	
Lead Poisoning Exclusion	HQ-410 MA (05-17)	
Additional Replacement Cost Protection Coverage 25% of Coverage A - Dwelling Limit	HQ-420 MA (11-18)	\$236,750
Functional Replacement Cost Loss Settlement	HQ-825 MA (05-17)	

*Note: The additional cost or premium reduction for any optional coverage or package shown as "Included" is contained in the Total Policy Premium Amount.

Additional Interest

Interest	Name and Address:	Loan#
ADDITIONAL INSURED	CITY OF SPRINGFIELD HOUSING 1600 COLUMBUS AVE SPRINGFIELD, MA 01103	



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 4th day of March, 2022, by and between Jasper McCoy (“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 4th day of March, 2022.

SUBRECIPIENT:



Jasper McCoy

EXECUTED this _____ day of _____, 2022.

CITY OF SPRINGFIELD:

By: Domenic J. Sarno

Name: _____

Title: Mayor

