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Contract 20200739

### City of Springfield Contract Tracer Document

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

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			KB	6/5/2020
City Comptroller	LKL	6.8.20	LKL	6.8.20
Law	JF	6/10/20	JF	6/10/20
CAFO	mm	6/15/20	CF	6.19.2020
Mayor	mm	6/19/20	mm	6/19/20
City Comptroller			LKL	6/23/20
Community Development				

Vendor No.: 20753 Contract No.: 20200739 Contract Date: 5/14/2020

Contract Amt.: \$102,304.00 Issue Date: 6/5/2020 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$145,312.00

Appropriation Code2: 26881801-530105-68800 \$312,992.00

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 20017107 PO No.:

Vendor Name: Gail Robbins/Owner-Occupant

Contract Type: CDBG-NDR Healthy Homes Rehab

Contract Purpose: Rehabilitation of home locatd at 436 Central St, Spfld, MA 01105

Originating Dept.: Nigel Greaves/Office of Housing

Expiration Date: 6/27/2025 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New  Renewal  Amendment  Extension

**CITY OF SPRINGFIELD  
HEALTHY HOMES PROGRAM**

**REHABILITATION LOAN AGREEMENT  
FOR OWNER-OCCUPANTS**

**Whereas**, the City of Springfield ("City") is providing financial assistance to Gail Robbins ("Borrower") from the Healthy Homes Program in the amount of \$102,304.00 to fund rehabilitation of the home located at 436 Central Street, Springfield, MA 01105, according to the terms of the agreed-upon Specs by Location/Trade, dated 12/12/19, attached hereto as Exhibit B and in compliance with Massachusetts and City of Springfield building and health codes. The Healthy Homes program is funded by the federal Community Development Block Grant - National Disaster Resilience (CDBG-NDR) program.

**Now, therefore**, the parties agree as follows:

**Terms of the Loan**

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

**Owner Occupancy**

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

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

**Rental Units**

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

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

**Income Eligibility**

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


**Schedule**

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

**Enforcement**

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

This contract is signed as of the 14th day of May, 2020.

  
\_\_\_\_\_  
Gail Robbins  
Property Owner

  
\_\_\_\_\_  
Office of Housing  
CITY OF SPRINGFIELD

26451815-530105-64516 \$65,312.00  
26881801-530105-68800 \$36,992.00

✓ Approved as to Appropriation:

 6-8-2020  
\_\_\_\_\_  
Office of Comptroller  
CITY OF SPRINGFIELD

Approved as to Form:

  
\_\_\_\_\_  
Law Department  
CITY OF SPRINGFIELD

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 A

### Healthy Homes Rehab Project Budget

Homeowner/Borrower: Gail Robbins

Project Address: 436 Central Street, Springfield, MA 01105

<b>Cost Description</b>	<b>Project Budget</b>
General Rehab	\$ 49,888.00
Lead Abatement	\$ 36,992.00
<b>Initial Rehab Contract</b>	<b>\$ 86,880.00</b>
Initial Lead Inspection	\$ 350.00
Lead Paint Re-inspection	\$ 300.00
<b>Healthy Homes Total</b>	<b>\$ 87,530.00</b>
Storage Containers (1 per unit)	\$ 700.00
Legal Fees	\$ 730.00
<b>Total, including Administrative</b>	<b>\$ 88,960.00</b>
Contingency 15%	\$ 13,344.00
<b>Contract Grand Total</b>	<b>\$ 102,304.00</b>

# Exhibit B

## SPECS BY LOCATION/TRADE

12/12/2019

Pre-Bid Site Visit: 1/15/20  
 Bidding Open Date: 1/15/20  
 Bidding Close Date: 1/23/20  
 Initial: [Signature]

Case Number: Gail Robbins  
 Project Manager: Nigel Greaves  
 Phone: [Redacted]

Address: 436 Central Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
10	<b>OWNER ACCEPTS SCOPE OF WORK</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. x <u>[Signature]</u> x <u>1/24/20</u> Applicant Date Applicant Date	1.00	DU		
14	<b>CONTRACTOR ACCEPTS SCOPE OF WORK</b> The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. x <u>[Signature]</u> <u>1/22/20</u> Contractor Date	1.00	DU		
28	<b>VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS</b> This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See <a href="http://www.ashrae.org/technology/page/548">http://www.ashrae.org/technology/page/548</a> and <a href="http://www.buildingscience.com/documents/reports/tr-0502-review-of-residential-ventilation-technologies/">http://www.buildingscience.com/documents/reports/tr-0502-review-of-residential-ventilation-technologies/</a>	1.00	GR		
30	<b>WALL NAMING PROTOCOLS</b> Walls and attached components shall be identified with the letters A, B, C & D. Wall A is always the wall that is closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D.  To name components, for example, a window as a subset of 4 windows on the D wall, the first would window is Window D1. The last is window D4 moving in a clockwise direction. These locational markers may also be combined with the adjectives: left, right, upper, lower. For example: Replace the right side window casing at window D3.	1.00	EA		
31	<b>CONSTRUCTION DEFINITIONS</b> "Install" means to purchase, set up, test and warrant a new component. " Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.	1.00	GR		
32	<b>SUBSTITUTION APPROVAL PROCESS</b> Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.	1.00	GR		
34	<b>LINE ITEM BREAKDOWN</b> The apparent winning bidders shall provide the owner with a line item cost breakdown within 3 working days of a request.	1.00	DU		
35	<b>VERIFY QUANTITIES/MEASUREMENTS</b> 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.	1.00	GR		

Address: 436 Central Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

**40 ALL PERMITS REQUIRED**

1.00 AL

1700

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: \_\_\_\_\_  
Plumbing; 340 Electric; 220 HVAC; \_\_\_\_\_ Building; 640 Zoning; \_\_\_\_\_ Lead Abatement; \_\_\_\_\_ Asbestos Abatement.

CONTRACTOR WILL CHECK OFF ABOVE FOR ALL PERMITS PULLED FOR PROJECT

**45 CONTRACTOR PRE-BID SITE VISIT**

1.00 DU

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

**55 WORK TIMES**

1.00 GR

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

**77 NEW MATERIALS REQUIRED**

1.00 GR

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

**78 WORKMANSHIP STANDARDS**

1.00 GR

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

**85 CLOSE-IN INSPECTIONS REQUIRED**

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

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

**120 FINAL CLEAN**

1.00 AL

600

1,700

~~1700~~

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.

Trade: 9 Environmental Rehab

**9002 APPLICABLE LEAD-SPECIFIC DEFINITIONS**

1.00 GR

Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.

CFR - The Code of Federal Regulations:

De minimus - Safe work practices and clearance are required when more than:

- 20 SF on exterior
- 2 SF per interior room
- 10% of small component

is deteriorated or will be disturbed by renovation.

Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property.

Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320.

See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

Address: 436 Central Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

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

1. When the Federal Rehabilitation Assistance is \$1 to \$5,000 per unit:
  - a. The Contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
  - b. After completion of any rehabilitation disturbing painted surfaces, each work site must pass a clearance examination in accordance with Sec. 35.1340. Neither Clearance nor Lead Safe Work Practices are required if rehabilitation does not disturb painted surfaces of a total area of more than 20 SF on exterior, 2 SF per interior room or 10% of a small component.
2. When the Federal Rehabilitation Assistance is \$5,001 to \$25,000 per unit:
  - a. The contractor shall perform interim controls, in accordance with Sec. 35.1330, of all identified or presumed lead-based paint hazards.
  - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350, and repair any paint that is disturbed.
  - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.
3. When the Federal Rehabilitation Assistance is more than \$25,000 per unit:
  - a. The contractor shall abate all identified or presumed lead-based paint hazards in accordance with Sec. 35.1325.
  - b. The contractor shall implement safe work practices during rehabilitation work in accordance with Sec. 35.1350 and repair any paint that is disturbed.
  - c. The entire unit shall pass a clearance examination in accordance with Sec. 35.1340.

Location Total: \_\_\_\_\_

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

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

1230	MASONRY-REPOINT	200.00	SF		<u>4600</u>
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Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face. Mortar color to match existing as close as possible.

DRIVEWAY SIDE OF HOUSE.

1235	BRICK WALL REPAIR	20.00	SF		<u>1600</u>
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Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible. Mortar color to match existing as close as possible.

WALL CORNER NEAR DRIVEWAY SIDE

1340	CHIMNEY CAP	1.00	EA		<u>1200</u>
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Replace chimney cap with a concrete cap cemented in place and repair any loose mortar joints.

REAR CHIMNEY ON FLAT ROOF

Trade: 10 Carpentry

3463	DECK--5/4" PTP	300.00	SF		<u>4500</u>
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Remove existing deck flooring. Install 5/4" preservative treated eased edge decking face nailing with deck screw fasteners, into solid porch joists. Duplicate the depth of the original deck overhang, or a minimum of 1 1/2". Include all trim necessary to create a neat appearance where the deck adjoins other surfaces.

REAR DECK



Address: 436 Central Street

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
3465	PORCH--TONGUE AND GROOVE Install 3/4" yellow pine fir tongue and groove flooring to existing joists with concealed galvanized nails to match existing material. Prime and paint fir flooring. FRONT PORCH	35.00	SF		<u>800</u>
3515	PORCH GUARD RAIL REPAIR-WOOD Replace missing or defective railings with same size stock. REAR DECK	40.00	LF	<u>40</u>	<u>1600</u>
3550	PORCH LATTICE--REPLACE Dispose of any existing lattice around DECK crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame. REAR DECK	110.00	SF	<u>5</u>	<u>550</u>
3590	STEPS--REPL EXTERIOR Dispose of existing steps. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 4' wide connecting to a existing deck/house. Construct a wood graspable handrail with balusters on both side 32" above tread nosing. REAR DECK AND REAR ENTRY ENTRANCE	10.00	EA	<u>200</u>	<u>2000</u>
3605	DOOR--METAL BASEMENT HATCHWAY Install a metal basement hatchway door such as "Bilco" to cover the exterior stair and door over exterior basement steps per manufacturer's instructions to provide waterproof and secure protection.	1.00	EA		<u>1450</u>

**Trade: 15 Roofing**

4635	GUTTER--5" SEAMLESS ALUMINUM Install 5", K- type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner. MISSING AREAS ON SHINGLE ROOF	100.00	LF		<u>1900</u>
4640	DOWNSPOUT--5" SEAMLESS ALUMINUM Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.	120.00	LF		<u>460</u>

Location Total:

20,160

Location: 3 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 5 Demolition &amp; Disposal</b>					
760	DEMOLISH AND REMOVE Removal of toilet and shower unit, cap off water lines and drain pipes. Demolish specified portion of structure and dispose of debris from property to code legal dump.	1.00	AL		<u>400</u>
9159	CUSTOM REMOVAL Removal of old cast iron boiler, hot water tank, old storm windows and interior doors from basement. BASEMENT AREA	1.00	SF		<u>5000</u>
<b>Trade: 9 Environmental Rehab</b>					
2075	ASBESTOS PIPE INSUL.--REMOVE Remove asbestos-containing pipe or ductwork insulation to code legal hazardous waste site. Clean area until clearance test levels are acceptable. Install new 1" Thick, Hinged with Self Sealing Lap Fiberglass Pipe Insulation on steam pipes.	175.00	LF		<u>4000</u>
<b>Trade: 10 Carpentry</b>					

Address: 436 Central Street Unit: Unit 01

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

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

2510 TREAD REPLACEMENT-INTERIOR 1.00 EA 160
Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.
BASEMENT STAIRCASE

Trade: 16 Conservation

4957 SEAL AND INSULATE-CRAWL SPACE 200.00 SF 2000
Install a 6 mil poly vapor barrier on ground in crawl space and up foundation walls to the top of the masonry leaving an inspection gap of 3 inches between the lowest wood component and the plastic. Fasten the plastic to the masonry wall with mechanical fasteners and large washers and seal the plastic to the masonry with Low VOC caulking rated to adhere plastic. Overlap seams in the plastic by 2 feet and seal the seams with fiberglass mesh tape and mastic. The end product will provide a water and air tight seal between the interior of the crawl space and the walls and floor of the crawl space and all penetrations including but not limited to those created by plumbing, electrical and HVAC equipment will be sealed tight. Install R-19, foil faced, roll, fiberglass insulation to floor. Vapor barrier must face heated space. Use strong wire, "tiger teeth" or mesh to hold insulation in place.
CRAWLSPACE AREA

Trade: 21 HVAC

6015 HVAC SERVICE AND CLEAN 1.00 EA 400
Clean, inspect and service gas boiler and adjust heating equipment and controls.
ANNUAL SERVICE AND CLEANING OF BOILER SYSTEM
6240 OIL TANK-275 GALLONS 1.00 EA 500
Disconnect and dispose of abandoned 275 gal. oil tank to code legal dump. Remove vent and fill pipes and seal holes in foundation wall.
6275 BOILER-DISTRIBUTION PIPING 50.00 LF 2,000
Replace any damaged steam piping in basement areas with similar piping to prevent leaks.
6290 STEAM BOILER-AUTOMATIC FEED 1.00 EA 1,200
Install an automatic feed and low water cutoff valve. McDonell-Miller or preapproved equal.
STEAM BOILER

Trade: 23 Electric

6693 WATER METER--GROUNDING 1.00 AL 400
Install approved jumper grounding cable for water meter attached with grounding clamps.
WATER METER GROUNDING
7430 CERTIFY ELECTRIC DISTRIBUTION 1.00 AL 860
Electrician shall inspect all exposed wiring, motors, fixtures and devices for malfunction, shorts and housing code compliance. Non-functioning and dangerous equipment and wiring shall be replaced with Romex wire, ivory devices and fixtures, with \$20 per fixture allowance. The service panel shall conform to the BOCA Existing Structures code. (REMOVAL OF ANY VISIBLE KNOB AND TUBE WIRING IN BASEMENT AREAS.)
7465 ELECTRIC SERVICE-100 AMP 1.00 EA 2,500
Replace existing Federal Pacific electrical service panel with a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

Location Total: 15,220

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

Address: 436 Central Street Unit: Unit 01

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2510	TREAD REPLACEMENT-INTERIOR Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.	1.00	EA		160
3525	GUARD RAIL-WOOD Dispose of any existing railing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 4"x 4" end posts. TOP OF ATTIC STEPS	16.00	LF		550

Trade: 23 Electric					
7555	COVER PLATE Install an ivory, metal receptacle, switch, or blank cover plate. OUTLET COVER PLATES MISSING	3.00	EA	30	90
Location Total:					800

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

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
8145	ELECTRIC-ELECTRIC--2/3 PRONG OPEN GROUND RECEPTACLES Have a licensed electrician inspect/test and replace all 2-prong ungrounded outlets and repair/replace all 3 prong open ground outlets thru out house. FOLLOWING LOCATIONS: 1ST FLOOR— LIVING ROOM (4) 2 PRONG UNGROUNDED (1) DAMAGED 3 PRONG FAMILY ROOM (2) 3 PRONG OPEN GROUND PANTRY (2) 3 PRONG OPEN GROUND LAUNDRY ROOM (1) 3 PRONG OPEN GROUND  2ND FLOOR— ALL ROOMS ON 2ND FLOOR (6) 3 PRONG OPEN GROUND (5) 2 PRONG UNGROUNDED	21.00	EA	20	1680
Location Total:					1680

Location: 6 - Kitchen Approx. Wall SF: 551 Ceiling/Floor SF: 210

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3726	CABINET - WOOD WALL-PLYWOOD Remove & dispose off site all existing upper cabinets, counters, ledgers, etc. NOTE: Upper cabinets will be either: a) 30" installed to ceiling OR b) will be 30" trimmed with a stained oak crown, OR c) will be 30" with a trimmed drywall or plywood soffit. Install upper cabinets constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floors. Carcasses will be joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. ABOVE STOVE AREA	2.50	LF		300
Trade: 17 Drywall & Plaster					

Address: 436 Central Street		Unit: Unit 01	
Location: 6 - Kitchen		Approx. Wall SF: 551	Ceiling/Floor SF: 210

Spec #	Spec	Quantity	Units	Unit Price	Total Price
5235	LAMINATE 3/8" DRYWALL Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint. KITCHEN CEILING	200.00	SF	4	800
5270	DEMO/INSTALL DRYWALL--1/2" Demo existing wall paneling and plaster walls. Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Sand ready for paint. KITCHEN WALLS	300.00	SF	3	900

Trade: 18 Ceramic Tile					
5410	CERAMIC TILE--REPAIR Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations. OWNER TO PROVIDE FLOOR TILES	6.00	SF	10	600

Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC Using lead safe work practices remove & dispose of all loose material & dust prior to installation of new materials. All cracked or loose plaster is to be repaired with a bedding coat of Durabond & fiberglass mesh tape. If plaster & lath boards are loose, resecure or remove & replace with drywall patch. Sanding of any surfaces contacting or adjoining a lead-based painted surface shall be done with appropriate procedures such as using a HEPA filtered sanding vacuum or a wet sanding method. Prime as necessary to seal stains, raw plaster, etc. Paint ceilings two coats in flat ceiling white & walls in eggshell or satin finish cut-in neatly to trim & at all corners & edges. Prep trim doors and windows by de-glossing painted trim prior to painting. Apply two coats of latex semi-gloss paint to cover completely & uniformly. Colors are the choice of the owner from stock colors. All paints and primers must not exceed the following maximum VOC requirements: Flats 50 g/L; Non-flats 50 g/L; Floor 100 g/L; Anti-corrosive 250 g/L. All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. www.aqmd.gov/rules/reg/reg11/r1168.pdf All caulks and sealants must comply with Regulation 8, Rule 51, of the Bay Area Air Quality Management District (BAAQMD).	1.00	RM		750

Trade: 23 Electric					
7600	RECEPTACLE--GFCI COUNTERTOP 20 AMP Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper non-metallic cable, controlled by a 20 amp circuit breaker. Fish wire and repair all tear out. If mounted over a countertop install no more than 46 inches above floor height. AT SINK AREA	1.00	EA		120
7840	RANGE HOOD--RECIRCULATING Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Fish wire and repair all tear out. Owner's choice of color. ABOVE KITCHEN STOVE AREA	1.00	EA		240
Location Total:					3710

Location: 7 - Laundry Room		Approx. Wall SF: 336	Ceiling/Floor SF: 110		
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 20 Floor Coverings					
5920	UNDERLAY AND VINYL COMPOSITION TILE	100.00	SF	8	800

Address: 436 Central Street Unit: Unit 01

Location: 7 Laundry Room Approx. Wall SF: 336 Ceiling/Floor SF: 110

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

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

Trade: 22 Plumbing

6785	DRYER VENTING	1.00	EA	120	120
Install 4" rigid galvanized vent tubing from the specified dryer location to a 4" wall mounted dryer vent hood with a backflow preventer and NO screening. Fasten sections of pipe to each other with pop rivets compatible with galvanized metal. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Seal all seams in the system with duct mastic or aluminum foil tape, not duct tape. Secure duct and hood to the structure.					

Location Total: 920

Location: 8 Bathroom Approx. Wall SF: 266 Ceiling/Floor SF: 66

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

5410	CERAMIC TILE--REPAIR	25.00	SF	10	250
Remove toilet and replace any missing floor tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations. NEAR TOILET AREA					

Trade: 22 Plumbing

7012	COMMODE--REPLACE--1.28 GPF	1.00	EA		350
Remove existing toilet. Install a maximum 1.28 GPF white WaterSense® Certified, vitreous china commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 or equivalent. See the following link for the MaP Test Results: <a href="http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058">http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058</a> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.					

Trade: 23 Electric

7590	RECEPTACLE--GFCI BATH	1.00	EA		250
Install a GCI outlet at sink area, wired correctly and operational. OLD GCFI OUTLET HAS OPEN GROUND AND WONT TRIP WHEN TESTED.					

7819	FAN/LIGHT FIXTURE-ENERGY STAR	1.00	EA		680
Install an ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) <a href="http://www.energyfederation.org/consumer/default.php/cPath/39_766_134">http://www.energyfederation.org/consumer/default.php/cPath/39_766_134</a> or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk.					

Location Total: 1530

Location: 9 Living Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Address: 436 Central Street Unit: Unit 01

Location: 9 - Living Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Trade: 10 Carpentry

2351 FLOOR--REFINISH WOOD LOW VOC 252.00 SF 4 1008  
 Counter sink all nails and fill holes. Sand the entire floor including the edges using a 120 grit (or finer) sandpaper for the final sanding. Vacuum and tack rag room. Apply 1 coat of one of the following sealers by Basic Coating (Commercial Catalyzed Sealer, Hydroline Sealer, EZ Dry, or Emulsion) then apply 2 coats of StreetShoe® 275 that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

Trade: 21 HVAC

6365 RADIATOR-- REPAIR CAST IRON 1.00 EA 500  
 Disconnect existing radiator and have crack/hole in bottom welded to prevent leaks.  
 REPAIR CRACK IN BOTTOM OF RADIATOR

Location Total: 1508

Location: 10 - Family Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

2351 FLOOR--REFINISH WOOD LOW VOC 230.00 SF 4 920  
 Counter sink all nails and fill holes. Sand the entire floor including the edges using a 120 grit (or finer) sandpaper for the final sanding. Vacuum and tack rag room. Apply 1 coat of one of the following sealers by Basic Coating (Commercial Catalyzed Sealer, Hydroline Sealer, EZ Dry, or Emulsion) then apply 2 coats of StreetShoe® 275 that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

Trade: 23 Electric

7753 ENERGY STAR INTERIOR WALL FIXTURE 1.00 EA 120  
 Install an Energy Star approved ceiling light fixture.

Location Total: 1040

Location: 11 - Bedrooms Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

7565 INSTALL RECEPTACLE--15 AMP 1.00 EA 400  
 Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.  
 FRONT BEDROOM

Location Total: 400

Location: 12 - 2nd Floor Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

2351 FLOOR--REFINISH WOOD LOW VOC 165.00 SF 4 660  
 Remove existing 1/4" plywood. Counter sink all nails and fill holes. Sand the entire floor including the edges using a 120 grit (or finer) sandpaper for the final sanding. Vacuum and tack rag room. Apply 1 coat of one of the following sealers by

Address: 436 Central Street Unit: Unit 01

Location: 12 - 2nd Floor Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Basic Coating (Commercial Catalyzed Sealer, Hydroline Sealer, EZ Dry, or Emulsion) then apply 2 coats of StreetShoe® 275 that complies with regulation 8, rule 51, of the Bay Area Air Quality Management District and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.

2ND FLOOR HALLWAY

Location Total: 660

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

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

2520 HANDRAIL--REPLACE INTERIOR

22.00 LF 20 440

Install 2" round hardwood handrail screwed to metal handrail braces that are attached to studs with screws that enter the framing at least 1 inch, or if fastening to a masonry wall use minimum 3/8 inch diameter plastic masonry plug fasteners and compatible screws. Handrail will extend 6 inches past a line plumb with the nosing of the top tread and 6 inches past a line plumb with the nosing of the bottom tread. All edges will be eased to a smooth and rounded condition.

REAR STAIRCASE

Trade: 16 Conservation

4980 INSULATE STEAM PIPE

15.00 LF 8 120

Insulate exposed hot water mains with closed cell slip-on pipe insulation, sized to fit the pipe's diameter.

1/2" DIAMETER RADIATOR STEAM PIPES

Location Total: 560

Unit Total for 436 Central Street, Unit Unit 01: 49,888

Address Grand Total for 436 Central Street: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

**Bid Proposal Form**

To: Gail Robbins Date Submitted: 1/23/2020  
Property Address: 436 Central Street

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

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

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspection 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:

eighty-six thousand eight hundred eighty Dollars (\$ 86,880<sup>70</sup>)

ADDITIONAL SUBMISSIONS

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



RETAINAGE

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

TIME

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

ALTERNATE ITEMS TO BID

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


<u>Item Number</u>	<u>Line Price</u>
1)..... <u>LEAD ABATEMENT NUMBER</u> .....	\$ <u>36,992<sup>00</sup></u>
2)..... <u>Scope of Work</u> .....	\$ <u>49,888<sup>00</sup></u>
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL \$ <u>86,880<sup>00</sup></u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

None

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

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

Contractor: Georges Renovations LLC   
Address: 155 Brookdale Dr  
Springfield 01104  
Phone: [REDACTED] owner  
Signature  
Title

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

## MORTGAGE

### City of Springfield Healthy Homes Rehabilitation Program

THIS MORTGAGE is made as of May 14, 2020, between Gail Robbins, <sup>/a/k/a Gail E. Robbins</sup> whose address is 436 Central Street ("Borrower"), and the City of Springfield, a municipal corporation with the address 36 Court Street, Springfield, Massachusetts ("City").

WHEREAS, the Borrower and the City entered into a **HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT** dated May 14, 2020 in the sum of \$102,304.00 (the Principal Amount"), together with interest of 0%, (this indebtedness is called the "Note", a copy of which is attached to this Mortgage as **Schedule A**); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the City its rights, title, and interest in the property located at 436 Central Street in Springfield, Massachusetts and described on the attached **Schedule B** (the "Mortgaged Property").

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

1. **Purpose.** This Mortgage and the Note are to secure a loan made by the City to the Borrower for the purpose of making home improvements to the Mortgaged Property, as detailed in the **Specs by Location/Trade** dated 12/12/2019. The Borrower is responsible for making the improvements, and the City shall only make payment of Principal for such improvements as it inspects and verifies that the improvements have been completed.
2. **Conditions of the Loan.**
  - a. **Due Upon Sale or Transfer.** If the Borrower sells or transfers the Mortgaged Property before the final maturity date, the amount of the loan still owing at the time of sale or transfer will be immediately due and payable to the City.
  - b. **Owner Occupancy.** If the Borrower is an owner-occupant at the time this loan is entered into, the Borrower must continue to live in the Mortgaged Property as his/her principal place of residence during the term of the loan.
  - c. **Rental Unit Affordability.** If the Borrower (including a Borrower who lives in one unit of a multi-unit property) rents out units in the Mortgaged Property to others, the Borrower must rent all units in the Mortgaged Property to households with

income at or below 80% of the area median income<sup>1</sup> 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.
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

<sup>1</sup> 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.

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: Gail Robbins  
Gail Robbins, a/k/a Gail E. Robbins  
Borrower

Stephen R. Manning  
Witness Stephen R. Manning

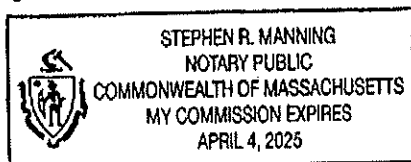
*Commonwealth of Massachusetts*

Hampden, ss

2020 , May 14

On May 14, 2020 before me, the undersigned notary public, personally appeared, Gail Robbins a/k/a proved to me through satisfactory evidence of identification, which was Gail E. Robbins Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature] (Official signature and seal of notary).



Notary Public: Stephen R. Manning  
My Commission Expires: April 4, 2025

The note secured by this Mortgage has:



A principal sum of \$102,304.00  
A rate of interest of Zero (0%) percent.

The sum of \$102,304.00 with interest thereon at a rate of Zero (0.00%) per annum, is due and payable upon sale, lease or other transfer of any kind of the above-referenced property, or any part thereof without the prior written consent of the City, other than a transfer by will or by operation of the laws of descent and distribution.

**SCHEDULE A**  
**PROMISSORY NOTE**

**Springfield, Massachusetts**

**Property Address: 436 Central Street, Springfield, MA 01105**

**1. BORROWERS' PROMISE TO PAY**

In return for a loan that I have received, I, Gail Robbins ("Borrower"), promise to pay \$102,304.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

**2. INTEREST**

Interest will not be charged on unpaid principal.

**3. TIME AND PLACE OF PAYMENTS**

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

**4. BORROWER'S RIGHT TO PREPAY**

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

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

**6. BORROWER DEFAULT**

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

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

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

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

## 7. GIVING OF NOTICES

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

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

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

with a copy simultaneously mailed by first class mail to:

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

#### 9. WAIVERS

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

#### 10. UNIFORM SECURED NOTE

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

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

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

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

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

Borrower must pay all remaining sums secured by the Mortgage.

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

\_\_\_\_\_  
Gail Robbins a/k/a Gail E. Robbins  
Borrower

\_\_\_\_\_  
Witness Stephen R. Manning

\_\_\_\_\_  
Witness Gail C. Manning

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 14th day of May, 2020, before me, the undersigned Notary Public, personally appeared the above-named Gail Robbins a/k/a Gail E. Robbins, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as ~~his~~ free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## SCHEDULE "B"

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows;

BEGINNING at an iron pin in the northeasterly line of Central Street at the southerly corner of land conveyed by Springfield Institution for Savings to Fernanda M. Zancan by deed dated December 29, 1939, and recorded in Hampden County Registry of Deeds in Book 1686, Page 338; and running thence NORTHEASTERLY on last named land, ninety (90) feet; thence NORTHWESTERLY on last named land, twenty (20) feet; thence NORTHEASTERLY on last named land, one hundred forty-seven and 12/100 (147.12) feet to an iron pin at land now or formerly of one Paine; thence EASTERLY on last named land, fifty (50) feet to an iron pin at land now or formerly of one Patrell; thence SOUTHERLY on last named land and land now or formerly of one Waters, one hundred thirty - two and 92/100 (132.92) feet to land now or formerly of one Bowen; thence NORTHWESTERLY on last named land, twenty-four (24) feet to an iron pin; thence SOUTHWESTERLY on last named land, one hundred forty- eight and 95/100 (148.95) feet to the northeasterly, side of said Central Street at a point distant southeasterly, seventy-four and 32/100 (74.32) feet from the point of beginning; and thence NORTHWESTERLY on said Central Street, seventy-four and 32/100 (74.32) feet to the point of beginning.

BEING the same premises conveyed to the grantors herein by deed dated October 29, 1982 , and recorded as aforesaid in Book 5331, Page 75.

# CERTIFICATE OF TITLE

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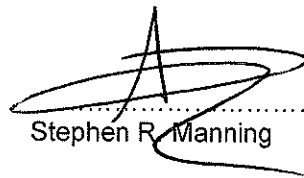
To City of Springfield Office of Housing

I have examined the title to the premises at 48 Madison Avenue, Springfield, Hampden County, Massachusetts, described in mortgage dated May 14, 2020 and recorded in the Hampden County Registry of Deeds Book 23215 Page 557, given by Gail Robbins a/k/a Gail E. Robbins to Cit of Springfield, in the records of the Hampshire County Registry of Deeds and of the Probate Court for the County of Hampden, and I hereby certify that at the time I recorded said mortgage the Mortgagor(s) held a good and sufficient record title to the mortgaged premises free from all encumbrances, excepting only matters which are expressly enumerated herein or in Schedule "A" of this Certificate of Title, if any, and I further certify that the Mortgagee holds a good and sufficient record first Mortgage to the property, subject only to those matters identified herein.

This Certificate of Title expressly excludes any opinion as to the effect on the title of the following listed exceptions:

1. Any matter which does not appear in the records of said Registries.
2. Any state of facts or error of description which a recent accurate survey or personal inspection of the premises would disclose.
3. Any existing Federal or State Laws, Municipal Ordinances or By-Laws which may affect the use and physical condition of the premises, including but not limited to existing zoning and subdivision control laws and regulations, State Sanitary Code, State Building Code and Lead Paint Law.
4. Any outstanding taxes or assessments due to the City of Springfield.
5. Mortgage to the Springfield Redevelopment Authority dated June 24, 1985 in the original amount of \$3,893.00 and recorded in Hampden County Registry of Deeds Book 7036 Page 110, if in force.
4. Any opinion as to the physical condition of said premises.

Date: May 19, 2020



.....

Stephen R. Manning Attorney at Law

SCHEDULE "B"

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows;

BEGINNING at an iron pin in the northeasterly line of Central Street at the southerly corner of land conveyed by Springfield Institution for Savings to Fernanda M. Zancan by deed dated December 29, 1939, and recorded in Hampden County Registry of Deeds in Book 1686, Page 338; and running thence NORTHEASTERLY on last named land, ninety (90) feet; thence NORTHWESTERLY on last named land, twenty (20) feet; thence NORTHEASTERLY on last named land, one hundred forty-seven and  $12/100$  (147.12) feet to an iron pin at land now or formerly of one Paine; thence EASTERLY on last named land, fifty (50) feet to an iron pin at land now or formerly of one Patrell; thence SOUTHERLY on last named land and land now or formerly of one Waters, one hundred thirty - two and  $92/100$  (132.92) feet to land now or formerly of one Bowen; thence NORTHWESTERLY on last named land, twenty-four (24) feet to an iron pin; thence SOUTHWESTERLY on last named land, one hundred forty- eight and  $95/100$  (148.95) feet to the northeasterly, side of said Central Street at a point distant southeasterly, seventy-four and  $32/100$  (74.32) feet from the point of beginning; and thence NORTHWESTERLY on said Central Street, seventy-four and  $32/100$  (74.32) feet to the point of beginning.

BEING the same premises conveyed to the grantors herein by deed dated October 29, 1982 , and recorded as aforesaid in Book 5331, Page 75.



## PROMISSORY NOTE

Springfield, Massachusetts

Property Address: 436 Central Street, Springfield, MA 01105

### 1. BORROWERS' PROMISE TO PAY

In return for a loan that I have received, I, Gail Robbins <sup>/a/k/a Gail, E. Robbins</sup> ("Borrower"), promise to pay \$102,304.00 (this amount is called "Principal"), without interest, to the **City of Springfield**, a Massachusetts municipal corporation with a usual address of 36 Court Street, Springfield, Massachusetts 01103 ("City").

### 2. INTEREST

Interest will not be charged on unpaid principal.

### 3. TIME AND PLACE OF PAYMENTS

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

### 4. BORROWER'S RIGHT TO PREPAY

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

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

### 6. BORROWER DEFAULT

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

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

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

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

## **7. GIVING OF NOTICES**

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

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

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

with a copy simultaneously mailed by first class mail to:

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

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any

person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The City may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. This Note is binding on me and my executors, administrators, heirs, successors and assigns.

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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.

Gail Robbins  
Gail Robbins a/k/a Gail E. Robbins  
Borrower

[Signature]  
Witness Stephen R. Manning

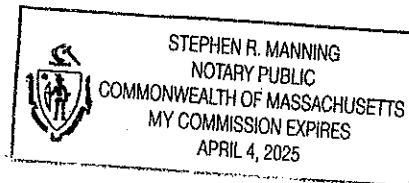
[Signature]  
Witness Gail C. Manning

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 14th day of May, 2020, before me, the undersigned Notary Public, personally appeared the above-named Gail Robbins a/k/a, proved to me through satisfactory evidence of identification, which was Gail E. Robbins Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledge that he signed it voluntarily for its stated purpose, and acknowledged to me that She executed the same as ~~his~~ <sup>her</sup> free act and deed.

[Signature]  
Notary Public Stephen R. Manning  
My Commission Expires: 04/04/2025



**Exhibit E:**  
**SECTION 3 CLAUSE**

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

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