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Contract 20210672  
(Amendment #1)

### 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>WB</i>	3/3/22	<i>WB</i>	3/10/2022
City Comptroller	<i>JF</i>	3-11-22	<i>JF</i>	3-11-22
Law	<i>PF</i>	3-11-22	<i>PF</i>	3-11-22
CAFO	<i>Ymm</i>	3-15-22	<i>Ymm</i>	3-15-22
Mayor	<i>MDA</i>	3-15	<i>MDA</i>	3-15
City Comptroller				
Community Development				

Vendor No.: 20356    Contract No.: 20210672    Contract Date: 4/15/2021

Contract Amt.: ~~\$105,219.25~~ *63,842.25*    Issue Date: 03/03/2022    Renewal Date:

Appropriation Code1: 26451815-530105-64516    *\$31,019.07*

Appropriation Code2: 26881801-530105-68800    *50.00*    *Amend. Tracer*

Appropriation Code3:

Appropriation Code4:    *\$31,069.07*

Description of Funding Source: CDBG-NDR

Bid No.:    Requisition No.: 21012272    PO No.: 21011575

Vendor Name: Israel Delgado

Contract Type: Healthy Homes - *Amendment #1*

Contract Purpose: Rehab of 21 Florence Street

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 06/14/2026    Amendment Date: 03/03/2022    Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New     Renewal     Amendment     Extension

*CB*

AMENDMENT TO HEALTHY HOMES REHABILITATION PROGRAM AGREEMENT (CONTRACT #20210672)

Amend #1

AGREEMENT, made the 15<sup>th</sup> day of April, 2021 by and between Israel Delgado with an address of 21 Florence Street, Springfield, Massachusetts (hereinafter referred to as the "Borrower") and the City of Springfield, through its Office of Disaster Recovery, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at 21 Florence Street, Springfield, Massachusetts.

WHEREAS, the City and the Borrower wish to amend the rehabilitation amount within the existing Agreement;

NOW, THEREFORE, the parties hereto agree that their Agreement dated April 15, 2021 shall be amended as follows:

1. Increasing the original contract amount of \$32,773.18 (Thirty Two Thousand Seven Hundred Seventy Three 18/100 Dollars) as identified in the original agreement as Exhibit A – Project Budget, to an amended total of \$63,842.25 (Sixty Three Thousand Eight Hundred Forty Two 25/100 Dollars) as identified in this amended agreement as Exhibit A – Final Project Budget.
2. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 3<sup>rd</sup> day of March, 2022.

BORROWERS:

Israel Delgado  
Israel Delgado

CITY OF SPRINGFIELD

[Signature]  
Office of Disaster Recovery

26451815-530105-64516 \$31,019.07  
26881801-530105-68800 \$ 50.00

Approved as to Appropriation:

Approved as to Form:

[Signature] 3/11/22  
Office of Comptroller

[Signature]  
Law Department

APPROVED:

APPROVED:

[Signature]  
Chief Administrative & Financial Officer

[Signature]  
Domenic J. Sarno, Mayor

**City of Springfield**  
**Healthy Homes Program**

**Rehabilitation Loan Agreement (Amendment)**

**List of Exhibits**

**Healthy Homes Rehabilitation Program Agreement Amendment**

**Exhibit A – Project Budget**

**Exhibit B – Amended Mortgage**

**Exhibit C – Amended Promissory Note**

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$ 45,620.00
Lead Abatement	\$ 1,600.00
Lead Services	\$ 2,410.00
Relocation	\$ 2,295.00
Legal Fees	\$ 730.00
NAI Plotkin	\$ 2,550.00
Final Recording	\$ 310.00
<b>Subtotal</b>	<b>\$ 55,515.00</b>
Contingency (15%)	\$ 8,327.25
<b>Total</b>	<b>\$ 63,842.25</b>

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

Bid Proposal Form

To: Israel Delgado Date Submitted: 2/1/22  
Project Address: 21 Florence St

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:

forty-five thousand nine hundred ninety Dollars (\$ 45,970.<sup>00</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>1,600</u>
2)..... <u>Addendum #1</u> .....	\$ <u>1,250<sup>00</sup></u>
3).....	\$ _____
4).....	\$ _____
5).....	\$ _____
6).....	\$ _____
	TOTAL <u>2,850<sup>00</sup></u>

ADDITIONAL COMMENTS, RECOMMENDATIONS, SUBSTITUTIONS, ETC.:

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

	<u>PRICE</u>
<u>None</u>	\$ <u>0</u>
	\$ _____
	\$ _____

Contractor: Georges Renovations  
155 Brookdale Dr.  
Address: Springfield Mass. 01104

[Signature]  
Signature

Phone: 413-246-5180

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 [Signature]

Title owner

Company Georges Renovations

Date 2/1/22

### CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROPOSED LABOR & MATERIAL COSTS	
REPAIR ITEM	LABOR & MATERIAL COSTS
Building Permit:	
1. Lead Abatement	1,500
2. Basement – Windows	2,800.00
3. Basement – Joist Hangers	2,200
4. Basement – Gas Fired Steam Boiler	8,500
5. Basement – 40 Gallon Gas Fired Hot Water Heaters (2)	- 2,800.00
6. Basement – Electrical Panels	5,000
<b>Basement Total:</b>	<b>19,300.00</b>
7. First Floor – Kitchen Entry Door	900.00
8. First Floor – Kitchen Floor (Approx. 150 Sq. Ft.)	1,900.00
9. First Floor – Bathroom Ceiling Exhaust Fan	900
10. First Floor – Bathroom Ceiling (Approx. 40 Sq. Ft.)	500
11. First Floor – Rear Bedroom Carpet (Approx. 16 Yds)	480
12. First Floor – Middle Bedroom Carpet (Approx. 16 Yds)	480
13. First Floor – Front Bedroom Carpet (Approx. 24 Yds)	720
<b>First Floor Total:</b>	<b>5,880</b>
14. Second Floor – Entry Door Weather stripping	200
15. Second Floor – Bathroom Tub Caulking	300
16. Second Floor – Bathroom Wall Mounted Heater	700
17. Second Floor – Bathroom Ceiling Exhaust Fan	900
18. Second Floor – Kitchen Counter Outlets (2)	300
19. Second Floor – Rear Bedroom Carpet (Approx. 16 Yds)	480
20. Second Floor – Living Room Outlet	50
21. Second Floor – Middle Bedroom Carpet (Approx. 16 Yds)	480
22. Second Floor – Front Bedroom Carpet (Approx. 24 Yds)	720
23. Second Floor – Front Room Carpet (Approx. 14 Yds)	480
24. Second Floor – Front Stairwell Light Fixture	220
<b>Second Floor Total:</b>	<b>4,830</b>
25. Exterior – Rear Deck and Stairs (Approx. 8ft x 10ft)	3,500
<b>Exterior Total:</b>	<b>3,500</b>
26. Entire House- Smoke & Carbon Monoxide Detectors (8)	680.00
27. Entire House – Replace all Windows (21)	10,080.00
<b>Entire House Total:</b>	<b>10,760.00</b>
<b>Grand Total:</b>	<b>45,970.00</b>

+  
1,250  
47,220



### CONTRACTORS BID FORM

IDENTIFIED ITEMS AND PROPOSED LABOR & MATERIAL COSTS	
REPAIR ITEM	LABOR & MATERIAL COSTS
<b>Basement – Toilet Flange</b>	500-
Have a licensed plumber pull toilet and install a new flange and reinstall toilet.	
<b>Exterior – Chimney Flashing</b>	750-
Repair and seal flashing at trouble points where chimney penetrates roof.	
<b>TOTAL ADDENDUM #1</b>	1,250,-



**MORTGAGE AMENDMENT #1**  
**(Contract #20210672)**

AGREEMENT, made as of the 15<sup>th</sup> day of April, 2021 by and between **Israel Delgado**, hereinafter referred to as “**Mortgagor**”, of 21 Florence Street, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with the approval of its Mayor, hereinafter referred to as the “**Mortgagee**”.

**WHEREAS** an existing Mortgage, dated April 15, 2021, granting a security interest in the property known as 21 Florence Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 23835, Page 527. Said Mortgage expressly states an indebtedness in the principal amount of “Thirty Two Thousand Seven Hundred Seventy Three 18/100 Dollars (\$32,773.18)”

**WHEREAS** the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by **Increasing** the amount borrowed to a total amount of Sixty Three Thousand Eight Hundred Forty Two 25/100 Dollars (\$63,842.25).

**WHEREAS** the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagor,

**NOW THEREFORE**, the Mortgagor and Mortgagee hereto agree that the total indebtedness evidenced hereby is Sixty Three Thousand Eight Hundred Forty Two 25/100 (\$63,845.25) Dollars

All other terms and conditions contained in the Mortgage instrument dated April, 15, 2021, recorded April 21, 2021 in the Hampden County Registry of Deeds in Book 23835, Page 527 remain the same and are incorporated herein by reference.

**IN WITNESS WHEREOF**, The Mortgagor and the Mortgagee have executed this Agreement on this 30<sup>th</sup> day of March, 2021.  
2022

**SIGNATURES APPEAR ON FOLLOWING PAGE**

*[Signature]*

Witness

*Israel Delgado*

Israel Delgado – Mortgagor

Witness

Dominic J. Sarno - Mayor  
City of Springfield  
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 3 day of March, 2022, before me, the undersigned notary public, personally appeared Israel Delgado, proved to me through satisfactory evidence of identification, which was MASS ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

*[Signature]*

Notary Public, Marilyn Vega  
My Commission Expires: May 06, 2022



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared **Dominic J. Sarno**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

SCHEDULE A – PROMISSORY NOTE

**FINAL AMENDMENT TO PROMISSORY NOTE**  
(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 3<sup>rd</sup> day of March, 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and ISRAEL DELGADO, (the "Borrower").

**RECITALS**

A. The Borrower executed a Promissory Note, payable to the City, as of April 15, 2021 (the "Note").

B. A change order, agreed upon by the Borrower and the City, will increase the borrowed amount to \$63,842.25.

**AMENDMENT**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the City hereby agree as follows:

1. The April 15, 2021 Promissory Note had an original principal amount of **\$32,773.18 (Thirty Two Thousand Seven Hundred Seventy Three 18/100 Dollars)**.

2. Due to the **Increased** projected new costs, the parties agree to **Increase** the original principal amount of the Note to **\$63,842.25 (Sixty Three Thousand Eight Hundred Forty Two 25/100 Dollars)**.

This Note will continue to be secured by a Mortgage (and amendment) duly filed for record at the Hampden County Registry of Deeds.

3. All other terms and conditions contained in the original Promissory Note dated April 15, 2021 remain unchanged.

IN WITNESS WHEREOF, this First Amendment to Promissory Note has been duly executed by the undersigned as of the date and year first above written.

***SIGNATURES APPEAR ON FOLLOWING PAGE***

**BORROWER:**

Israel Delgado,

By: Israel Delgado  
Israel Delgado

**CITY:**

By: \_\_\_\_\_  
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 3 day of March, 2022, before me, the undersigned Notary Public, personally appeared the above-named Israel Delgado, proved to me through satisfactory evidence of identification, which was Mass ID., 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 her free act and deed.

Maricely Vega  
Notary Public Maricely Vega  
My Commission Expires: May 06, 2022



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, proved to me through satisfactory evidence of identification, which was personal knowledge, 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:

**City of Springfield – Office of Procurement  
PO Change Request Form**

DATE	3/10/2022	Requestor(s)	Kathleen Bonneau
Department	Community Development	Phone / Email	2242
Vendor Name	Israel Delgado	Vendor #	20356
Contract #	20210672	Amendment #	1
PO #	21011575	Requisition #	21012272

**Justification Required:** Increase in Funding for Healthy Homes Rehab Project at 21 Florence St Per Amendment #1

Identify Line # to be Changed \_\_\_\_\_ New Quantity \_\_\_\_\_ New Unit Price \_\_\_\_\_

**Changes to Org, Obj & Proj Codes:**

Specify Original Account:      ORG \_\_\_\_\_ OBJ \_\_\_\_\_ PROJ \_\_\_\_\_

Specify New Account:          ORG \_\_\_\_\_ OBJ \_\_\_\_\_ PROJ \_\_\_\_\_

**Adding a new line item to the Purchase Order:**

Specify New Account:      ORG \_\_\_\_\_ OBJ \_\_\_\_\_ PROJ \_\_\_\_\_

Check here to Close/Cancel Purchase Order: \$ \_\_\_\_\_

**Please fill out this section for processing:**

**Original Amount of Purchase Order: \$ 32,773.18**

**Increase: \$ 31,019.07 (26451815-530105-64516)**

**\$ 50.00 (26881801-530105-68800)**

Decrease: \$ \_\_\_\_\_

**New Purchase Order Total: \$ 63,842.25**

Department Head's Signature: 

PLEASE NOTE: NO modification will be ALLOWED to the Vendor Field. The Purchase Order will need to be canceled and a new requisition generated.

FOR CITY CHANGE ORDERS: EMAIL FORM TO:

"PO Change Order" Group found in Outlook.

