



Contract 20190357

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			RB	11/1/19
City Comptroller	UKL	11.4.19	LU	11.4.19
Law	TF	11.5.19	PF	11.5.19
CAFO	TMM	11.7.19	TMM	11.8.19
Mayor	WJG	11/8/19	LU	11/8/19
City Comptroller			LU	11.12.19
Community Development				

Vendor No.: 18470 Contract No.: 20190357 Contract Date: 10/19/18

Contract Amt.: \$362.00 Issue Date: 11/1/19 Renewal Date:
(incl)

Appropriation Code1: 26451815-530105-64516
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19006683 PO No.: 19005804

Vendor Name: Kristian Berrios Torres & Marisabel Gonzalez-Borges/58 Bancroft St

Contract Type: Amendment #2/Healthy Homes Rehab

Contract Purpose: Increase in funding for costs not included in original contract

Originating Dept.: Nigel Greaves/Office of Housing

Expiration Date: 12/3/2023 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment #2 Extension

**SECOND AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20190357)**

AGREEMENT, made the 24th day of October, 2019 by and between Kristian Berrios-Torres and Marisabel Gonzalez Borges with an address of **58 Bancroft Street, Springfield, Massachusetts** (hereinafter referred to as the "Borrowers") and the **City of Springfield** through its Office of Housing, with the approval of its Mayor (hereinafter referred to as the "City") regarding the rehabilitation of the property at **58 Bancroft Street Springfield, Massachusetts**.

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

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

- 1. Increasing the original contract amount of \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty-Five Dollars and 00/100) to an amended total of \$73,327.00 (Seventy-Three Thousand, Three Hundred Twenty-Seven & 00/100).**
- 2. All other terms and conditions remain the same.**

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 24th day of October, 2019.

BORROWERS:

CITY OF SPRINGFIELD



Kristian Berrios Torres



Office of Housing




Marisabel Gonzalez Borges

LKL 26451815-530105-44516 \$302.00 (line)
Approved as to Appropriation:

Approved as to Form:



Office of Comptroller



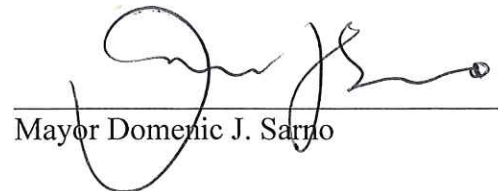
Law Department

APPROVED:

APPROVED:



Chief Administrative & Financial Officer,
deputy



Mayor Domenic J. Sarno

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Kristian Berrios Torres and Marisabel Gonzalez-Borges

Project Address: 58 Bancroft Street, Springfield MA

Cost Description	Project Budget
General Rehab	\$ 63,465.00
Lead Abatement	\$ 7,500.00
Initial Rehab Contract	\$ 70,965.00
Rehab Change Order (#1)	\$ 750.00
Amended Rehab Contract	\$ 71,715.00
Lead Paint Inspection (#1)	\$ 475.00
Legal Fees (#1)	\$ 700.00
Mortgage Amendment recording fee (#1)	\$ 75.00
First Amendment Total (#1)	\$ 72,965.00
Lead Paint Re-inspection (#2)	\$ 125.00
Lead Paint Re-inspection {dust wipes} (#2)	\$ 162.00
Mortgage Amendment recording fee (#2)	\$ 75.00
Second Amendment - Grand Total (#2)	\$ 73,327.00

MORTGAGE AMENDMENT #2
Contract # 20190357

AGREEMENT, made as of the 24th day of October, 2019 by and between **Kristian Berrios Torres and Marisabel Gonzalez-Borges**, hereinafter referred to as "**Mortgagors**" both of 58 Bancroft Street, Springfield, Hampden County, Massachusetts, and the **City of Springfield**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Deputy Director of Housing, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

WHEREAS an existing Mortgage, dated April 26th, 2019, granting a security interest in the property known as 58 Bancroft Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22660 Page 380. Said Mortgage expressly states an indebtedness in the principal amount of \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty Five Dollars & 00/100).


WHEREAS the Mortgagee and the Mortgagors have since amended the Promissory Note (See Schedule A) referred to above by increasing the amount borrowed to a total amount of \$73,327.00 (Seventy-Three Thousand, Three Hundred Twenty-Seven & 00/100).

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


NOW THEREFORE, the Mortgagors hereto agree that the total indebtedness evidenced hereby is \$73,327.00 (Seventy-Three Thousand, Three Hundred Twenty-Seven & 00/100).

All other terms and conditions contained in the Mortgage instrument dated October 19th, 2018, recorded October 25th, 2018 in the Hampden County Registry of Deeds in Book 22416, Page 285 remain the same and are incorporated herein by reference.


IN WITNESS WHEREOF, The Mortgagors and the Mortgagee have executed this Agreement on this 24th day of October, 2019.



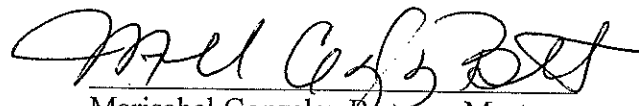
Witness



Kristian Berrios Torres - Mortgagor



Witness



Marisabel Gonzalez-Borges - Mortgagor

[Signature]
Witness

[Signature]
City of Springfield Office of Housing
Mortgagee

[Signature]
Witness

[Signature]
Domenic J. Sarno – Mayor
City of Springfield
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 24th day of ~~April~~ ^{Oct}, 2019, before me, the undersigned notary public, personally appeared **Kristian Berrios Torres**, proved to me through satisfactory evidence of identification, which was MA License, 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.

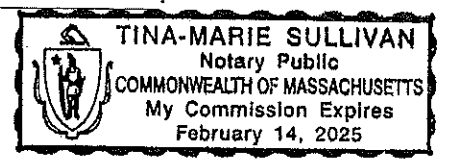
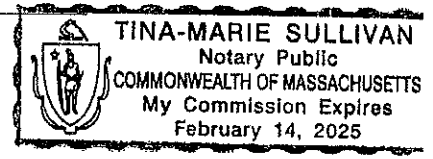
[Signature]
Notary Public,
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 24th day of ~~April~~ ^{Oct}, 2019, before me, the undersigned notary public, personally appeared **Marisabel Gonzalez Borges**, proved to me through satisfactory evidence of identification, which was MA License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

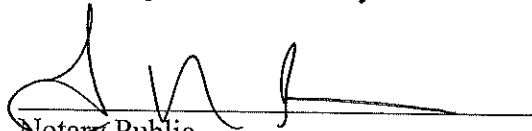
[Signature]
Notary Public,
My Commission Expires: _____



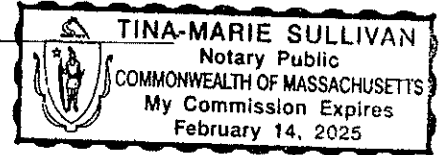
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 24th day of ~~April~~^{Oct}, 2019, before me, the undersigned notary public, personally appeared ROBERT D'AMVSI 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,

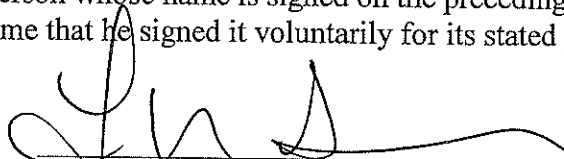
My Commission Expires:



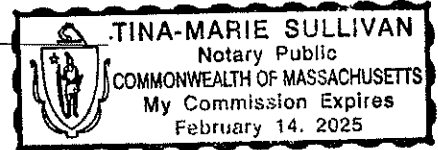
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 1 day of ~~April~~^{Nov}, 2019, before me, the undersigned notary public, personally appeared **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 acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public,

My Commission Expires:



SCHEDULE A – PROMISSORY NOTE
SECOND AMENDMENT TO PROMISSORY NOTE
(City)

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 24th day of October, 2019, by and between THE CITY OF SPRINGFIELD, (the "City"), and KRISTIAN BERRIOS TORRES AND MARISABEL GONZALEZ-BORGES, (the "Borrowers").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of April 26, 2019 (the "Note").
- B. The City financed essential lead inspections and associated reports for the property.

AMENDMENT

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

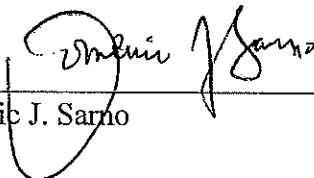
1. The October 19, 2018 Promissory Note had an original principal amount of **\$70,965.00 (Seventy Thousand, Nine Hundred Sixty-Five Dollars & 00/100)**.
2. The April 26, 2019 Promissory Note had an amended principal amount of **\$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty-Five Dollars & 00/100)**.
3. Due to the extra costs incurred during the repairs at the Borrower's home (58 Bancroft Street, Springfield, MA), the parties agree to increase the amended principal amount of the Note to **\$73,327.00 (Seventy-Three Thousand, Three Hundred Twenty-Seven & 00/100)**.
4. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.
5. All other terms and conditions contained in the original Promissory Note dated October 19, 2018 remain unchanged.

[Remainder of page intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this ~~First~~^{Second} Amendment to Promissory Note to be executed as of the date and year first above written.

CITY:

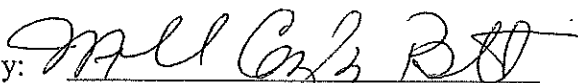
THE CITY OF SPRINGFIELD, acting by and through its Mayor

By: 
Name: Domenic J. Sarno
Title: Mayor

BORROWERS:

KRISTIAN BERRIOS TORRES AND
MARISABEL GONZALEZ-BORGES

By: 
Kristian Berrios Torres

By: 
Marisabel Gonzalez-Borges

SECOND AMENDMENT TO PROMISSORY NOTE
(City)

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RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of April 26, 2019 (the "Note").
- B. The City paid for essential lead inspections and associated reports for the property.

AMENDMENT

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

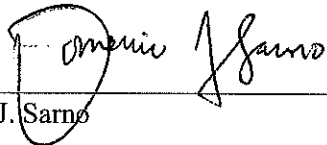
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4. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.
5. All other terms and conditions contained in the original Promissory Note dated October 19, 2018 remain unchanged.

[Remainder of page intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this ^{Second}~~First~~ Amendment to Promissory Note to be executed as of the date and year first above written.


CITY:


THE CITY OF SPRINGFIELD, acting by and through its Mayor

By: 
Name: Domenic J. Sarno
Title: Mayor

BORROWERS:

KRISTIAN BERRIOS TORRES AND
MARISABEL GONZALEZ-BORGES

By: 
Kristian Berrios Torres

By: 
Marisabel Gonzalez-Borges

cmentpst0725

11/12/2019 10:34 | CITY OF SPRINGFIELD
| P | I
| CONTRACT CHANGE ORDER REPORT
TK1 | cmentpst

CONTRACT # VENDOR NAME ENTRY DT JOURNAL

20190357 18470 KRISTIAN BERRIOS TORRES & 11/12/19

Enforcement Method: Not to Exceed

YEAR	AMOUNT
2020	362.00
TOTAL	362.00

** END OF REPORT - Generated by Leslie Labonte **

City of Springfield – Office of Procurement PO Change Request Form

Date	11/1/19	Requestor(s)	Kathleen Bonneau
Department	Community Development	Phone / Email	X2242
Vendor Name	Kristian Berrios Torres & Marisbel Gonzalez-Borges	Vendor #	18470
Contract #	20190357	Amendment #	2
PO #	19005804	Requisition	19006683

Justification Required: Increase in Funding Per Amendment #2

Change Unit Prices, Extensions, and/or Accounts to:

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: 72,965.00

Increase \$ 362.00

Decrease \$ _____

New Purchase Order Total: \$73,327.00

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.


11/1/19
KAB