



Rush

Contract 20220204  
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.

KB  
11/30/2021

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			MG	11/29/21
City Comptroller	PSB	11-30-21	PSB	12-1-21
Law	PF	12-2	PF	12-2
CAFO	YMM	12-3-21	YMM	12-6-21
Mayor	MAH	12-6	MAH	12-6
City Comptroller				
Community Development				

Vendor No.: 21697 Contract No.: 20220204 Contract Date: 08/18/2021

Contract Amt.: \$51,601.73 Issue Date: 11/29/2021 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$ 10,887.71  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 22003702 PO No.: 22004196

Vendor Name: Diane Orson

Contract Type: Healthy Homes

Contract Purpose: Amendment #1 51-53 Windsor St

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 10/02/2026 Amendment Date: 10/29/2021 Extension Date:

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

**AMENDMENT TO HEALTHY HOMES REHABILITATION  
PROGRAM AGREEMENT (CONTRACT #20220204)**


AGREEMENT, made the 29 day of October, 2021 by and between Diane Orson aka Diane Greco with an address of 158 Feeding Hills Road, Southwick, MA (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 51-53 Windsor 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 August 18, 2021 shall be amended as follows:

1. **INCREASING** the original contract amount of **\$40,714.02 (FORTY THOUSAND SEVEN HUNDRED FOURTEEN 02/100 DOLLARS)** as identified in the original agreement as **Exhibit A – Project Budget**, to an amended total of **\$51,601.73 (FIFTY ONE THOUSAND SIX HUNDRED ONE 73/100 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BORROWERS:**  
  
\_\_\_\_\_  
Diane Orson aka Diane Greco

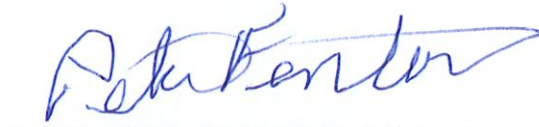
**CITY OF SPRINGFIELD**  
  
\_\_\_\_\_  
Office of Disaster Recovery

26451815-530105-64516 \$ 10,827.71 +

Approved as to Appropriation:

 12/1/21  
\_\_\_\_\_  
Office of Comptroller

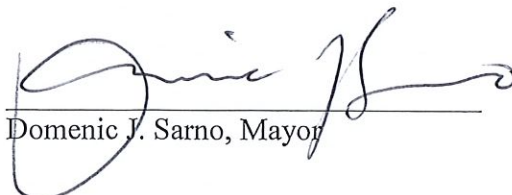
Approved as to Form:

  
\_\_\_\_\_  
Law Department

APPROVED:

  
\_\_\_\_\_  
Chief Administrative & Financial Officer

APPROVED:

  
\_\_\_\_\_  
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**

**Exhibit A – Final Project Budget**

**Healthy Homes Rehab Project Budget**

Homeowner/Borrower: Diane Orson aka Diane Greco

Project Address: 51-53 Windsor Street

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$ <u>53,900.26</u>
Lead Abatement	\$ <u>0.00</u>
Lead Services	\$ <u>0.00</u>
Legal Fees	\$ <u>730.00</u>
Final Recording	\$ <u>105.00</u>
NAI Plotkin	\$ <u>2,600.00</u>
<b>Subtotal</b>	\$ <u>57,335.26</u>
Investors 10%	\$ <u>5,733.53</u>
<b>Total</b>	\$ <u>51,601.73</u>

**MORTGAGE AMENDMENT #1  
(Contract #20220204)**

AGREEMENT, made as of the 29 day of October, 2021 by and between Diane Orson aka Diane Greco, hereinafter referred to as “**Mortgagor**”, of 51-53 Windsor 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 August 18, 2021, granting a security interest in the property known as 51-53 Windsor Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 24078 Page 189. Said Mortgage expressly states an indebtedness in the principal amount of “FORTY THOUSAND SEVEN HUNDRED FOURTEEN 02/100 DOLLARS (\$40,714.02)”

**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 FIFTY ONE THOUSAND SIX HUNDRED ONE 73/100 DOLLARS (\$51,601.73).

**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 FIFTY ONE THOUSAND SIX HUNDRED ONE 73/100 DOLLARS (\$51,601.73)

All other terms and conditions contained in the Mortgage instrument dated August 18, 2021, recorded August 24, 2021 in the Hampden County Registry of Deeds in Book 24078, Page 189 remain the same and are incorporated herein by reference.

**IN WITNESS WHEREOF**, The Mortgagor and the Mortgagee have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 2021.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

William Brown  
Witness

Diane Orson  
Diane Orson aka Diane Greco – Mortgagor

\_\_\_\_\_  
Witness

Dominic J. Sarno (12/13/21)   
Dominic J. Sarno - Mayor  
City of Springfield  
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 29 day of October, 2021, before me, the undersigned notary public, personally appeared Diane M. ORSON, proved to me through satisfactory evidence of identification, which was S 34 182546, 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.

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

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 13<sup>th</sup> day of December, 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.

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

SCHEDULE A – PROMISSORY NOTE

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

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 29 day of October, 2021, by and between THE CITY OF SPRINGFIELD, (the "City"), and Diane Orson aka Diane Greco, (the "Borrower").

**RECITALS**

- A. The Borrower executed a Promissory Note, payable to the City, as of August 18, 2021 (the "Note").
- B. A change order, agreed upon by the Borrower and the City, will increase the borrowed amount to \$51,601.73

**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 August 18, 2021 Promissory Note had an original principal amount of \$40,714.02 (FORTY THOUSAND SEVEN HUNDRED FOURTEEN 02/100 DOLLARS).
2. Due to the INCREASED projected new costs, the parties agree to Increase the original principal amount of the Note to \$51,601.73 (FIFTY ONE THOUSAND SIX HUNDRED ONE 73/100 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 August 18, 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:**

Diane Orson aka Diane Greco,

By:   
Diane Orson aka Diane Greco

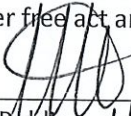
**CITY:**

By:  12/13/2008  
Domenic J. Sarno - Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

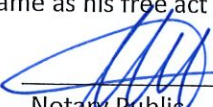
On this 29 day of October, 2021 before me, the undersigned Notary Public, personally appeared the above-named Diane M. Orson, proved to me through satisfactory evidence of identification, which was 3418 2546, to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as her free act and deed.

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

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 13<sup>th</sup> day of December, 21, 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 Maricely Vega  
My Commission Expires: May 06, 2021



1350 Main Street, Suite 1410  
Springfield, Massachusetts 01103  
+1 413 781 8000 | Fax: 1 413 781 2100

NAIPlotkin.com

September 30, 2021

William Brock  
Senior Project Manager  
City of Springfield  
Office of Disaster Recovery and Compliance  
1600 East Columbus Avenue, 2<sup>nd</sup> Floor  
Springfield, MA 01103

**RE: Change Order Inspection Report: 51-53 Windsor Street, Springfield, MA**

Dear William:

NAI Plotkin has completed an Amended Healthy Home's Property Inspection for payment of the above referenced property. The inspection and report were conducted in accordance with generally accepted industry standards.

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

Sincerely,

Courtney Rose  
*Construction Manager*

NAI Plotkin  
1350 Main St, Suite 1410  
Springfield, MA 01103  
Phone: [REDACTED]  
Email: [REDACTED]

**Office of Housing CHANGE ORDER REQUEST**

<b>PROJECT NAME</b>	Healthy Homes Program		
<b>LOCATION OF WORK</b>	51 53 Windsor Street, Springfield Mass.		
<b>PROJECT MANAGER</b>	William Brock	<b>HOMEOWNER</b>	Mr. and Mrs. Orson
<b>REQUESTING PARTY</b>	Kingdom Building and Contracting Inc.	<b>DATE OF REQUEST</b>	September 21, 2021

CHANGE REQUEST OVERVIEW	
<b>DESCRIPTION OF CHANGES NEEDED</b>	<p><i>Describe the change.</i></p> <ul style="list-style-type: none"> <li>• Shrubs to A side of the dwelling. / Debris removal - \$425.00 — <i>Done</i></li> <li>• Concrete Repair to front steps to A side of dwelling ( 53 side) - \$125.00 — <i>Done</i></li> <li>*• Kitchen ceiling repairs / painting due to discoloration ( 51/53) - (\$450 ea.) \$900.00</li> <li>• Installation of new double hung replacement window to A side of dwelling on ( 53 side) / damaged window molding - \$750.00 — <i>Done</i></li> <li>• Installation of upper wall cabinets to ( 53 side) - \$2,200.00</li> <li>• Installation of pull chain to basement ( 53 side) - \$150.00 — <i>Done</i></li> </ul>
<b>REASON FOR CHANGE</b>	<p><i>Fill in reason for change order – narrative as to why scope was not foreseen, etc.</i></p> <ul style="list-style-type: none"> <li>• Shrub removal *requested by homeowner due to being severely overgrown</li> <li>• Concrete repair was necessary as it impeded proper installation of new rail system</li> <li>• Kitchen ceiling repair *requested by homeowner due to visible leaking from second floor</li> <li>• Replacement window *continuity</li> <li>• Installation of upper wall cabinets*continuity</li> <li>• Installation of pull chains as existing fixture posed a significant electrical hazard for occupants</li> </ul>
<b>SUPPORT &amp; JUSTIFICATION DOCUMENTS</b>	<p><i>List all attached documents which support the requested change. Justify any increased cost and time.</i></p> <p>Please see Attached pictures</p>
<b>SPECIFICATIONS</b>	<p><i>Detail changes to repair specifications.</i></p> <p>No permits will be required for changes in the scope of work per building code regulations. The aforementioned work shall commence immediately upon written approval from homeowner or third-party affiliate acting on behalf of homeowner or City of Springfield Office of Housing.</p>
<b>ADDITIONAL INFORMATION</b>	<p>None</p>

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
<b>ORIGINAL PRICE</b>	\$37,245.26	<b>ORIGINAL TIMES</b>	
<b>NET CHANGES OF PREVIOUS CHANGE ORDERS</b>		<b>NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS</b>	

NET INCREASE / DECREASE	\$4,550.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$41,795.26	TOTAL CONTRACT TIME WITH APPROVED CHANGES	
ACCEPTED BY SIGNATURE	<i>Theodore S. Dresser</i>	APPROVED BY SIGNATURE	<i>[Signature]</i>
HOMEOWNER NAME	Theodore S. Dresser	SUPERVISOR NAME & TITLE	Courtney Rose, NAI Plotkin
DATE	9/23/2021	DATE	9/30/21

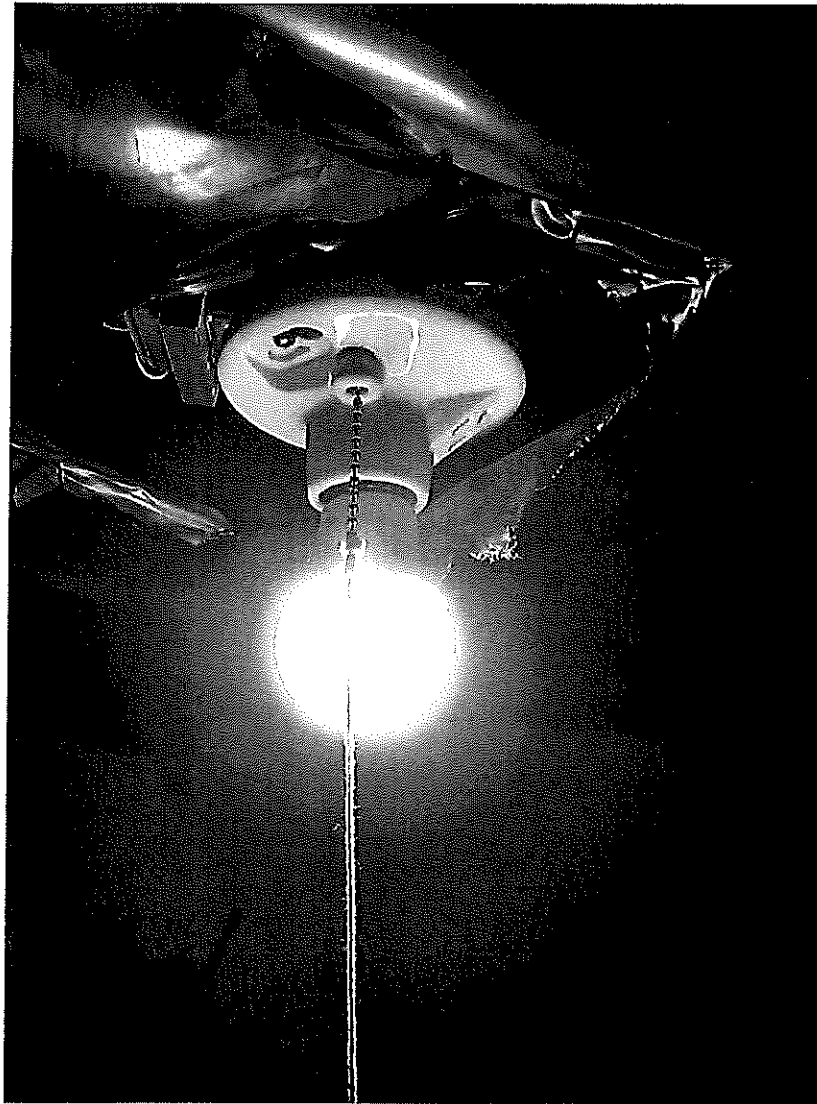
\* Kitchen ceiling repairs/painting due to discoloration wasn't complete at time of inspection.

*[Signature]* 9/30/2021



Notes:

Unit 53 - Replace and installed energy rated(2) windows



Notes:  
Unit 51 – pull chain lamp fixture was installed



Notes: Unit 53 – Repair concrete on steps to front entry area



Notes:  
Unit 51 - Cut and remove Shrubs from front of building





Notes: Unit 53 - Cut and remove Shrubs from front of building

**Office of Housing CHANGE ORDER REQUEST**

<b>PROJECT NAME</b>	Healthy Homes Program		
<b>LOCATION OF WORK</b>	51-53 Windsor Street, Springfield Mass.		
<b>PROJECT MANAGER</b>	William Brock	<b>HOMEOWNER</b>	Mr. and Mrs. Orson
<b>REQUESTING PARTY</b>	Kingdom Building and Contracting Inc.	<b>DATE OF REQUEST</b>	October 13, 2021



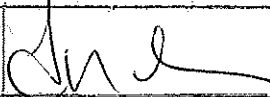
<b>CHANGE REQUEST OVERVIEW</b>	
<b>DESCRIPTION OF CHANGES NEEDED</b>	<p><i>Describe the change.</i></p> <p>51 Windsor St</p> <ul style="list-style-type: none"> <li>• Wall and Soffit Repair ( B-wall)</li> <li>• R&amp;R Baseboard (kitchen)</li> <li>• Countertops</li> <li>• Kitchen Floor</li> </ul> <p>53 Windsor St</p> <ul style="list-style-type: none"> <li>• Soffit Repair (D-Wall)</li> <li>• Countertops</li> <li>• Sink</li> <li>• Garbage Disposal</li> </ul>
<b>REASON FOR CHANGE</b>	<p><i>Fill in reason for change order – narrative as to why scope was not foreseen, etc.</i></p> <ul style="list-style-type: none"> <li>• Wall / Soffit had mold present behind existing cabinets in 51/53</li> <li>• Mold present on existing baseboard in 51</li> <li>• Countertops were unable to be salvaged due to water damage 51 /53</li> <li>• Kitchen cabinets were held together with floor by adhesive which could not be separated. Separation caused existing floor to become detached from other parts of the floor. 51</li> <li>• Sink was severely rusted to the underside 53</li> <li>• Garbage disposal was severely rusted at the connection point</li> </ul>
<b>SUPPORT &amp; JUSTIFICATION DOCUMENTS</b>	<p><i>List all attached documents which support the requested change. Justify any increased cost and time.</i></p> <p>Please see Attached pictures</p>
<b>SPECIFICATIONS</b>	<p><i>Detail changes to repair specifications.</i></p> <p>No permits will be required for changes in the scope of work per building code regulations. The aforementioned work shall commence immediately upon written approval from homeowner or third-party affiliate acting on behalf of homeowner or City of Springfield Office of Housing.</p>

**Office of Housing CHANGE ORDER REQUEST**

<b>PROJECT NAME</b>	Healthy Homes Program		
<b>LOCATION OF WORK</b>	51-53 Windsor Street		
<b>PROJECT MANAGER</b>	William Brock	<b>HOMEOWNER</b>	Diane Orson aka Diane Greco
<b>REQUESTING PARTY</b>	Mass Save/Disaster Recovery	<b>DATE OF REQUEST</b>	

<b>CHANGE REQUEST OVERVIEW</b>	
<b>DESCRIPTION OF CHANGES NEEDED</b>	Mitigation of mold in attic. Removal and Disposal of approx. 780 sq. ft. of contaminated cellulose. HEPA Vacuum and hand wipe with shockwave disinfectant. Installation of Air Scrubber and Fiberlock 6100 clear mold inhibitor.
<b>REASON FOR CHANGE</b>	Mass Save requires the attic mold to be abated before they are able to start their project of insulating the property.
<b>SUPPORT &amp; JUSTIFICATION DOCUMENTS</b>	Quote and pictures attached.
<b>SPECIFICATIONS</b>	No direct changes to any specs. Mold will be abated to allow Mass Saves to conduct their project.
<b>ADDITIONAL INFORMATION</b>	

<b>CHANGE IN CONTRACT PRICE</b>		<b>CHANGE IN CONTRACT SCHEDULE (if applicable)</b>	
<b>ORIGINAL PRICE</b>	\$ 37,245.26	<b>ORIGINAL TIMES</b>	
<b>NET CHANGES OF PREVIOUS CHANGE ORDERS</b>	\$ 8,805.00	<b>NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS</b>	
<b>NET INCREASE / DECREASE</b>	\$ 7,850.00	<b>NET INCREASE / DECREASE</b>	
<b>TOTAL CONTRACT PRICE WITH APPROVED CHANGES</b>	\$ 45,095.26	<b>TOTAL CONTRACT TIME WITH APPROVED CHANGES</b>	

<b>ACCEPTED BY SIGNATURE</b>		<b>APPROVED BY SIGNATURE</b>		
<b>HOMEOWNER NAME</b>	Diane Orson	<b>SUPERVISOR NAME &amp; TITLE</b>	Courtney Rose, NAI Plotkin	Tina Quagliato-Sullivan, Director
<b>DATE</b>	10/29/21	<b>DATE</b>	11/15/21	11/9/21

# ESTIMATE



51 & 53 Windsor St-Healthy Homes  
City of Springfield MA- Diane And  
Ted Orson  
51-53 Windsor Street  
Springfield, Mass

## Kingdom Building & Contracting

Florence, MA 01062

Phone: [REDACTED]

Email: [REDACTED]

Web: Kingdombuildingandcontracting.com

Estimate # [REDACTED]

Date 10/27/2021

Business / [REDACTED]

Tax # [REDACTED]

Lead Safe  
Renovator Supervisor  
Certified/ Fully Insured

Description	Total
Mold Mitigation	\$7,850.00
Visible inspection indicated the presence of mold throughout the attic. The existing cellulose was very heavily contaminated with mold, as well as wood sheathing, trusses, and much of the exposed wood.	
WORK TO INCLUDE:	
-Removal and disposal of approximately 780 square feet of mold contaminated blown in cellulose insulation throughout attic.	
-Wood sheathing to be free of visible mold throughout attic space to the best of our ability.	
-HEPA vacuum and hand wipe with shockwave disinfectant on both ends of attic.	
-There may be some staining left after job is completed.	
-KBC INC. will install a 2000 HEPA air scrubber to filter contaminated air during all phases of work.	
-KBC INC will apply Fiberlock 6100 clear mold inhibitor to exposed wood ceiling joists, trusses, and wood sheathing throughout the attic.	

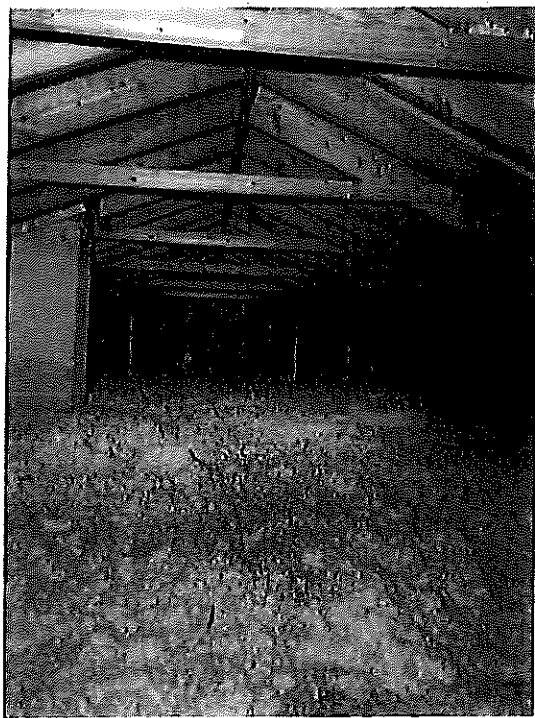
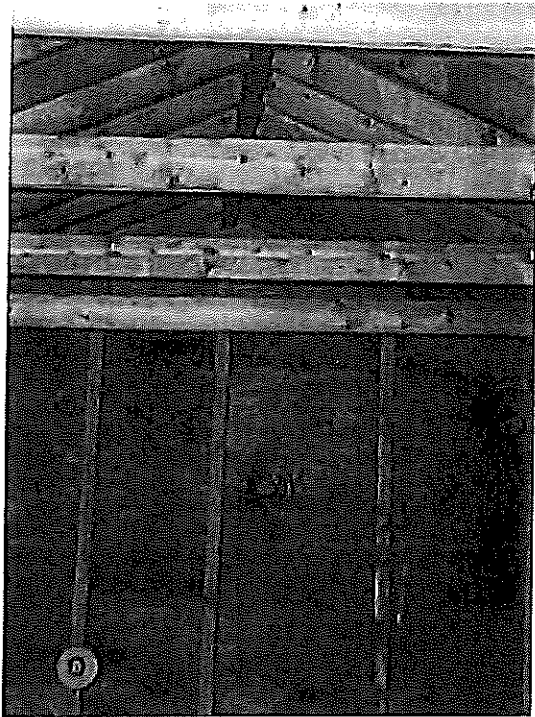
**Subtotal** \$7,850.00

**Total** \$7,850.00

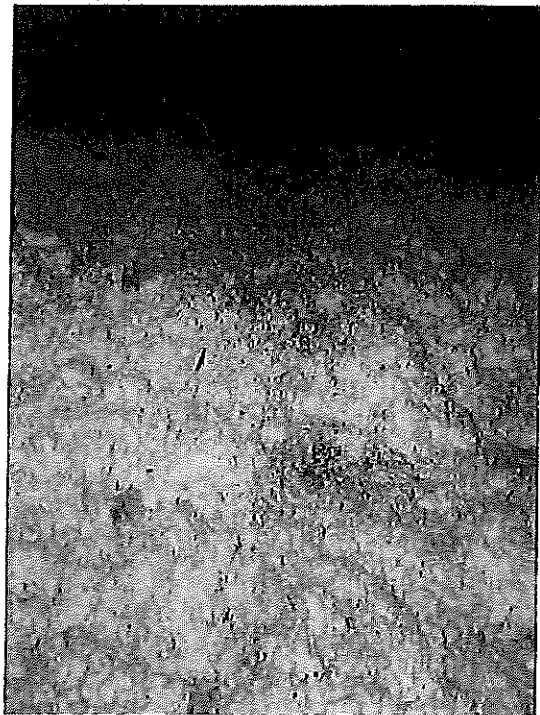
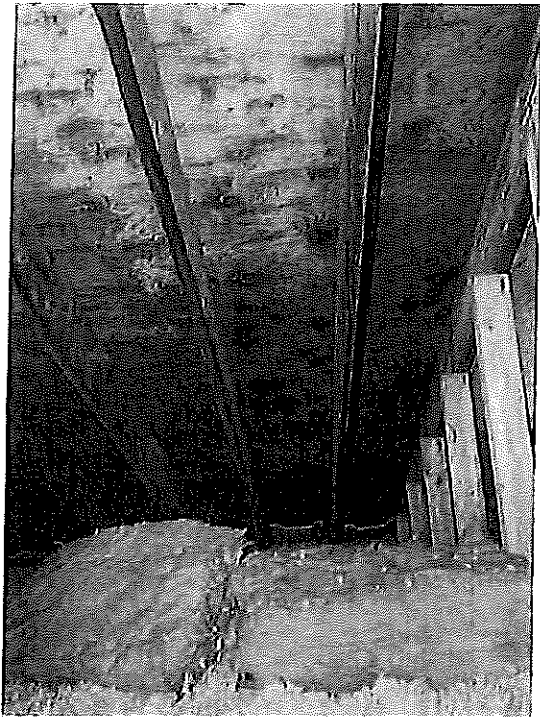
### Notes:

It is imperative that driveway/ parking lot be free of vehicles during mitigation process as machinery will be necessary throughout the process. This contingency must be met by homeowner and or existing tenants prior to work beginning. - KBC

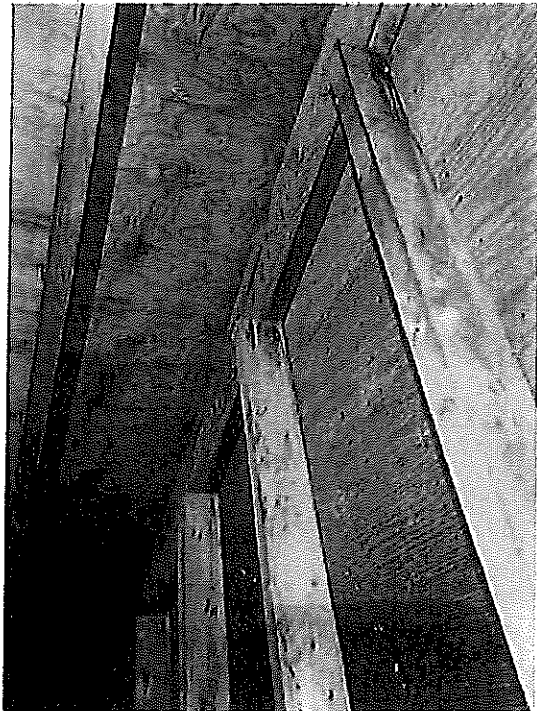
This estimate is good for 30 days



*[Handwritten signature]*



*[Handwritten signature]*



*[Handwritten signature]*

By signing this document, the customer agrees to the services and conditions outlined in this document.

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51 & 53 Windsor St-Healthy Homes City of  
Springfield MA- Diane And Ted Orson