



Contract 20220467  
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			AQ	5/6/22
City Comptroller	JL	5.09.22	JL	5.09.22
Law	PF	5-10	PF	5-10
CAFO	Jmm	5.11.22	Jmm	5.11.22
Mayor	MM	5-11	MM	5-11
City Comptroller				
Community Development				

KB  
5/6/2022

Vendor No.: 22548 Contract No.: 20220467 Contract Date: 12/16/2021

*Amended*

Contract Amt.: \$157,357.00 Issue Date: 05/04/2022 Renewal Date:

Appropriation Code1: 26451815-530105-64516 \$45,359.25 INCR  
 Appropriation Code2: 26881801-530105-68800 \$(2,295.00) DECR  
 Appropriation Code3:  
 Appropriation Code4:  
 43,007.25 inc

*Note: INCREASE MAKE NEW'S CONTRACT Change Module etc*

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 22009547 PO No.: 22008187

Vendor Name: Janette Padro

Contract Type: Healthy Homes

Contract Purpose: Rehab of 38 Jefferson Avenue *Amendment # 1*

Originating Dept.: Office of Disaster Recovery and Compliance

Expiration Date: 12/16/2026 Amendment Date: 05/04/2022 Extension Date:

TYPE OF DOCUMENT (Please select at least one):

- New
- Renewal
- Amendment
- Extension

**AMENDMENT TO HEALTHY HOMES REHABILITATION  
PROGRAM AGREEMENT (CONTRACT # 20220467)**

**AGREEMENT**, made the 2 day of May, 2022 by and between Janette Padro with an address of **38 Jefferson Avenue, 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 **38 Jefferson Avenue, 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 December 16, 2021 shall be amended as follows:

1. **Increasing the original contract amount of \$114,292.75 (One Hundred Fourteen Thousand Two Hundred Ninety Two 75/100 Dollars) as identified in the original agreement as Exhibit A – Project Budget, to an amended total of \$157,357.00 (One Hundred Fifty Seven Thousand Three Hundred Fifty Seven 00/100 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 2 day of May, 2022

**BORROWERS:**

  
Janette Padro

**CITY OF SPRINGFIELD**

  
Office of Disaster Recovery

26451815 - 530105 - 64516 \$ 45,359.25 INCR  
26881801 - 530105 - 68800 \$ (2,295.00) DECR

Approved as to Appropriation:

Approved as to Form:

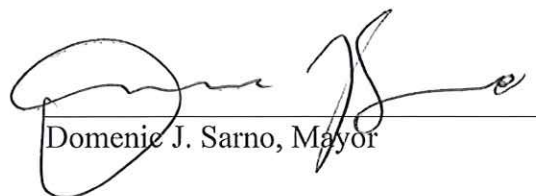
  
Office of Comptroller DEPT 9-9-22

  
Law Department

**APPROVED:**

**APPROVED:**

  
Chief Administrative & Financial Officer

  
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: Janette Padro**

**Project Address: 38 Jefferson Avenue, Springfield, MA 01107**

<b>Project Budget</b>	<b>Amount</b>
Repair/Rehab	\$134,960.00
Lead Abatement	\$12,500.00
Lead Services	\$3,562.00
Legal Fees	\$730.00
Final Recording	\$310.00
NAI Plotkin	\$3,000.00
<b>Total</b>	<b>\$157,357.00</b>



MORTGAGE AMENDMENT # 1  
(Contract # 20220467)

AGREEMENT, made as of the 2 day of May, 2022 by and between Janette Padro, hereinafter referred to as "**Mortgagor**", of 38 Jefferson Avenue, 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 December 16, 2022, granting a security interest in the property known as 38 Jefferson Avenue, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 24339 Page 90. Said Mortgage expressly states an indebtedness in the principal amount of "One Hundred Fourteen Thousand Two Hundred Ninety Two 75/100 Dollars (\$114,292.75)"

**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 **One Hundred Fifty Seven Thousand Three Hundred Fifty Seven 00/100 (\$157,357.00)**.

**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 **One Hundred Fifty Seven Thousand Three Hundred Fifty Seven 00/100 (\$157,357.00) Dollars**

All other terms and conditions contained in the Mortgage instrument dated December 16, 2021, recorded January 3, 2022 in the Hampden County Registry of Deeds in Book 24399, Page 90 remain the same and are incorporated herein by reference.

**IN WITNESS WHEREOF**, The Mortgagor and the Mortgagee have executed this Agreement on this 2 day of May, 2022.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

Willie Brock  
Witness

Janette Padro  
Janette Padro – Mortgagor

\_\_\_\_\_  
Witness

Dominic J. Sarno  
Dominic J. Sarno - Mayor  
City of Springfield  
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 2<sup>nd</sup> day of May, 2022, before me, the undersigned notary public, personally appeared Janette Padro proved to me through satisfactory evidence of identification, which was mass lic, 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.

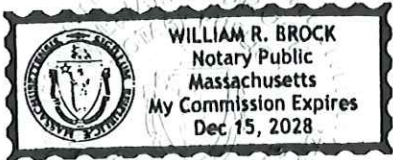
[Signature]  
Notary Public,  
My Commission Expires: May 06, 2022

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 11<sup>th</sup> day of May, 2022, 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.

William R. Brock  
Notary Public, William R. Brock  
My Commission Expires: Dec. 15, 2028



SCHEDULE A – PROMISSORY NOTE

## (Schedule A)

### FIRST AMENDMENT TO PROMISSORY NOTE (City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 2 day of May 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and JANETTE PADRO, (the "Borrower").

#### RECITALS

- A. The Borrower executed a Promissory Note, payable to the City, as of December 16, 2021 (the "Note").
- B. The Borrower's contractor completed the work at an increased cost.

#### 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 December 16, 2021 Promissory Note had an original principal amount of **\$114,292.75 (One Hundred Fourteen Thousand Two Hundred Ninety Two 75/100 Dollars)**.
2. Due to the Increased costs incurred, the parties agree to Increase the original principal amount of the Note to **\$157,357.00 (One Hundred Fifty Seven Thousand Three Hundred Fifty Seven 00/100 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 December 16, 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:**

Janette Padro,

By: *Janette Padro*  
Janette Padro

**CITY:**

By: *Domenic J. Sarno*  
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

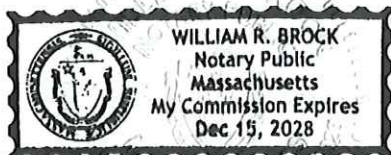
On this 2<sup>do</sup> day of May, 2022, before me, the undersigned Notary Public, personally appeared the above-named Janette Padro, proved to me through satisfactory evidence of identification, which was Mass Lic, to be the person whose name is signed on the preceding or attached document, and acknowledge that s/he signed it voluntarily for its stated purpose, and acknowledged to me that s/he executed the same as her/his free act and deed.

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

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 11<sup>th</sup> day of May, 2022, 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.



*William R. Brock*  
Notary Public William R. Brock  
My Commission Expires: Dec. 18, 2028

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

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 2 day of May 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and JANETTE PADRO, (the "Borrower").

**RECITALS**

- A. The Borrower executed a Promissory Note, payable to the City, as of December 16, 2021 (the "Note").
- B. A change order, agreed upon by the Borrower and the City, will increase the borrowed amount to \$165,467.00

**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 December 16, 2021 Promissory Note had an original principal amount of **\$114,292.75 (One Hundred Fourteen Thousand Two Hundred Ninety Two 75/100 Dollars)**.
2. Due to the Increased projected new costs, the parties agree to Increase the original principal amount of the Note to **\$157,357.00 (One Hundred Fifty Seven Thousand Three Hundred Fifty Seven 00/100 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 December 16, 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:**

Janette Padro,

By: *Janette Padro*  
Janette Padro

**CITY:**

By: *Domenic J. Sarno*  
Domenic J. Sarno – Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

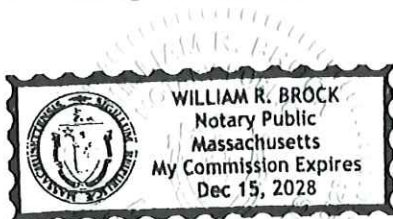
On this 2<sup>nd</sup> day of May, 2022, before me, the undersigned Notary Public, personally appeared the above-named Janette Padro proved to me through satisfactory evidence of identification, which was MassUC to be the person whose name is signed on the preceding or attached document, and acknowledge that she signed it voluntarily for its stated purpose, and acknowledged to me that she executed the same as her free act and deed.

*Mariely Vega*  
Notary Public  
My Commission Expires: May 06 2022

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this 11<sup>th</sup> day of May, 2022, 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.



*William R. Brock*  
Notary Public William R. Brock  
My Commission Expires: Dec. 15, 2028

# Healthy Home's Change Order Property Inspection Report

For



**The City of Springfield, MA**



**38 Jefferson Avenue**  
Springfield, MA

Conducted on April 4, 2022





April 4, 2022

Will 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: Property Inspection Change Order Report: 38 Jefferson Avenue, Springfield, MA**

Dear Will:

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

NAI Plotkin certifies that to the best of its knowledge this report is true and accurate. Prices are within the guidelines of the industry standard; therefore, I recommend the additional prices in the change order.

We hope you find the report complete and informative. Please do not hesitate to contact us if you have any questions or if we can be of further service to you.

Sincerely,

Courtney O. Rose  
*Construction Manager*

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





**Office of Disaster Recovery CHANGE ORDER REQUEST**

PROJECT NAME	Healthy Homes Program		
LOCATION OF WORK	38 Jefferson Avenue		
PROJECT MANAGER	William Brock	HOMEOWNER	Janette Padro
REQUESTING PARTY	Royal Renovations	DATE OF REQUEST	3/9/2022

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	Rehabilitation of downstairs bathroom to create a more handicap accessible and ADA compliant Bathroom. Siding the entire house (approx. 45 squares) due to positive lead levels and asbestos siding. Main Electrical Box has deteriorated and grounding systems need to be updated.
REASON FOR CHANGE	Changes in order to create a more handicap accessible Bathroom for the Homeowner. Changes to scope for unforeseen reasons.
SUPPORT & JUSTIFICATION DOCUMENTS	Contractor Change order Scope Attached. Tile is proposed, as it is the material with the maximum amount of longevity. The pricing between Tile and LVT flooring materials are similar to each other.
SPECIFICATIONS	Rehabilitate the bathroom to accommodate ADA compliance. Roll in Shower will be installed as well as a handicap accessible sink, and a wider doorframe. Installation of new siding and soffits. Replacement of main electrical breaker box.
ADDITIONAL INFORMATION	1 <sup>st</sup> Floor resident will need to be relocated for 3 days during bathroom construction, as she is handicap and will not have access to a bathroom for that period.  Previous Line Items Bid=\$8,200.00 Total Work will increase contract by a total of \$55,700.00

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
ORIGINAL PRICE	\$91,760.00	ORIGINAL TIMES	
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$0.00	NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE	<del>\$63,000.00</del> \$55,700.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	<del>155,660.00</del> \$147,460.00	TOTAL CONTRACT TIME WITH APPROVED CHANGES	

ACCEPTED BY SIGNATURE		APPROVED BY SIGNATURE		
HOMEOWNER NAME	Janette Padro	SUPERVISOR NAME & TITLE	Courtney Rose, NAI Plotkin	Tina Quagliato-Sullivan, Director
DATE		DATE		5/4/22

Royal Renovations & Construction LLC

P.O. Box 5223 Springfield, MA 01101

March 7, 2021

Project Proposal:  
(38 Jefferson Ave. Springfield)



## Scope

### 1st Floor Bathroom:

- Remove tub/1,000
- Build up floor to remove ramp at door/500
- Use Schuler product for floor and shower area/1,500
- Enlarge entry door to 3'/800
- Tile complete floor excluding laundry area/750
- Change diverter to anti scold with handheld/1,100
- Tile complete shower area/1,100
- Add rubber rollover at shower/200
- Shower rod/150
- Two grab bars in shower/500
- New light in shower area/300
- Fan/ light vented to outside/1,500
- Install seat in shower area/500

### Vinyl Siding:

- Dwelling is currently covered with asbestos shingle siding which is extremely hazardous for repair. Along with positive lead window trim, facias and soffit.
- Side entire house (approx. 45 squares) and (6 Squares of soffit)
- Wrap all of the windows
- Install new soffit and facias

### Electrical:

- Needs a complete service change due to clearance issues with new panel and the deterioration of the main electrical duct box
- Grounding systems also need to be updated

Note: 1st Floor resident will need to be relocated for at least 3 days while Bathroom is being renovated.

Description of Work	Anticipated Costs (Labor & Material)
1st Floor Bathroom	9,900
Vinyl Siding	48,500
Electrical	5,500
Total	\$63,900

**Monitoring and Evaluation**

This project will be conducted and completed in a timely manner. If Contractor runs into any issues that will alter the completion date, the Owner will be notified. At the end of this project the work will be free of any safety hazards.

Owner	Healthy Homes
General Contractor	Jerrell Glass

**Approval Signatures**

_____	_____	_____	_____
Owner	Date	Contractor	Date

## **Identified Items**

### **1<sup>st</sup> Floor Bathroom:**

- Remove tub
- Build up floor to remove ramp at door
- Use Schuler product for floor and shower area
- Enlarge entry door for wheel access (3'-0" wide)
- Tile complete floor excluding laundry area
- Change diverter to anti scald with handheld
- Tile complete shower area
- Add rubber rollover at shower
- Shower rod
- Two grab bars in shower
- New light in shower area
- Fan/ light vented combo vented outside
- Install seat in shower area.

### **Vinyl Siding:**

- Dwelling is currently covered with asbestos shingle which is extremely hazardous for repair. Along with positive lead window trims, fascia, and soffit.
- Side entire house (approximately 45 squares) and (6 squares of soffit).
- Wrap all windows
- Install new soffits and fascia.

### **Electrical:**

- Needs a complete service change due to clearance issues with new panel and the deterioration of the main electrical duct box.
- Update grounding systems.



Remove tub existing tub

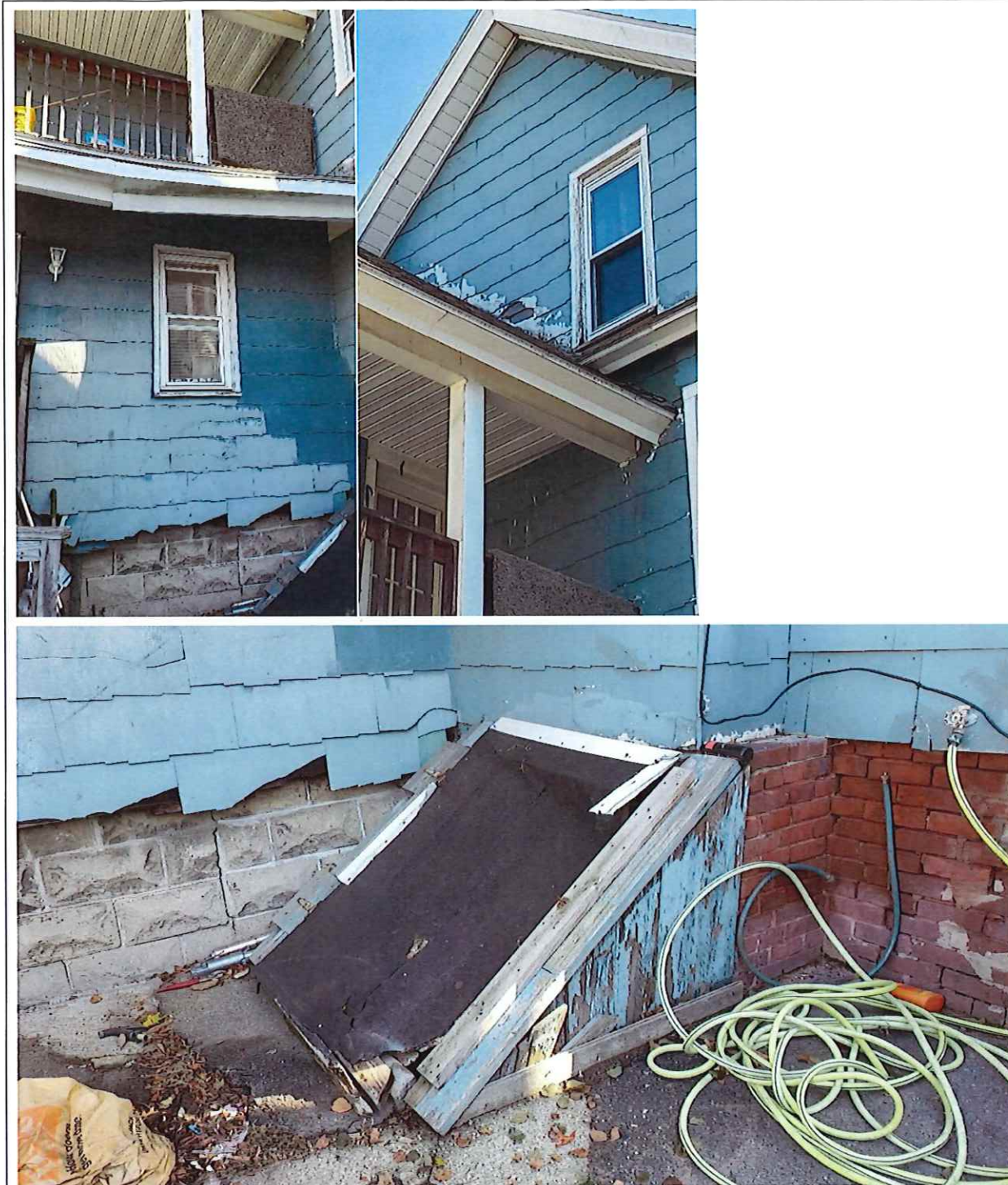




Build up floor to remove ramp at door



Fan/ light vented combo vented outside



Dwelling is currently covered with asbestos shingle which is extremely hazardous for repair. Along with positive lead window trims, fascia, and soffit. Side entire house.





**Electrical:**

Needs a complete service change due to clearance issues with new panel and the deterioration of the main electrical duct box.

Update grounding systems.

**CONTRACTORS BID FORM**

<b>IDENTIFIED ITEMS AND PROPOSED LABOR &amp; MATERIAL COSTS</b>		
<b>Item</b>	<b>Description</b>	<b>Total</b>
	<p><b>1<sup>st</sup> Floor Bathroom:</b></p> <p>Remove tub, build up floor to remove ramp at door, use Schuler product for floor and shower area, enlarge entry door for wheel access (3'-0" wide), Tile complete floor excluding laundry area, change diverter to anti scald with handheld, tile complete shower area, add rubber rollover at shower, shower rod, two grab bars in shower, new light in shower area, fan/ light vented combo vented outside.</p>	
	<p><b>Vinyl Siding:</b></p> <p>Dwelling is currently covered with asbestos shingle which is extremely hazardous for repair. Along with positive lead window trims, fascia, and soffit. Side entire house and</p> <p>Wrap all windows, then install new soffits and fascia.</p>	
	<p><b>Electrical:</b></p> <p>Have a license electrician conduct a complete service change due to clearance issues with new panel and the deterioration of the main electrical duct box.</p> <p>Update grounding systems.</p>	
	<b>Grand Total</b>	