



DEPARTMENT

City Comptroller

Law
CAFO
Mayor

**Community Development** 

Amendment #/
Contract 20190357

DATE FORWARDED TO NEXT DEPT.

Initials

### 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.

DATE RECEIVED
Initials

**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.

Date

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City Comptroller	0	, , ,	LAL	517.19
Community Development			70	7,
				-
Vendor No.: 18470 Co	ontract No.: 20	190357 Cont	ract Date: 10/19/20	)18
Contract Amt.: \$2,000.0	0 Issue Dat	te: 4/26/19 Rene	ewal Date:	
Appropriation Code1: 26	6451815-53010	)5-64516		
Appropriation Code2:		.6 01610		
Appropriation Code3:				
Appropriation Code4:				
Description of Funding S	Source: CDBG	-NDR		
Bid No.: Requisition No.: 19006683 PO No.: 19005804				
Vendor Name: Kristian Berrios Torres & Marisabel Gonzalez-Borges				
Contract Type: Amendment #1/Healthy Homes Rehab				
Contract Purpose: Increase in funding for costs not included in original contract.				
Originating Dept.: Community Development/Nigel Greaves				
Expiration Date: 12/3/20	23 Amendm	ent Date:	Extension Date:	ch
TYPE OF DOCUMENT (Please select at least one):				
☐ New ☐ Renewal	M Amend	ment 👪 📗 Ex	tension	

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

Date	4/26/19	Requestor(s)	Kathleen Bonneau
Department	Comm Dev	Phone / Email	X2242
Vendor Name	Kristian Berrios Torres & Marisabel Gonzalez-Borges	Vendor#	18470
Contract #	20190357	Amendment #	1
PO#	19005804	Requisition #	19006683

Justification Required	d <u>: Increase</u>	in Funding	Per Amendment #1
Change Unit Prices, Extens	*		New Unit Price
Changes to Org, Obj & Pr			
Specify Original Account:	ORG	OBJ	PROJ
Specify New Account:	ORG	OBJ	PROJ
Adding a new line item to	the Purchase Ord	er:	
Specify New Account:	ORG	OBJ	PROJ
Check here to Close/Cand	el Purchase Orde	r	
Please fill out this section	for processing:		
<b>Original Amount of Purch</b>	ase Order: \$_70,9	65.00	
Increase \$2,000.00(26451815-530105-64516)			
Decrease \$			
<b>New Purchase Order Tota</b>	l: \$72,965.00_		
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		" V KAB	Hace 19

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

AGREEMENT, made the day of April, 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 Deputy Director 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 \$70,965.00 (Seventy Thousand, Nine Hundred Sixty-Five Dollars) to an amended total of \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty-Five Dollars).
- 2. All other terms and conditions remain the same.

Chief Administrative & Financial Officer

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 26th day of April, 2019.

BORROWERS:  Kristian Berrios Torres  Marisabel Gonzalez Borges	Robert P. DeMusis, Jr., Deputy Director Office of Housing
Approved as to Appropriation:  Approved as to Appropriation:  Alt 19124 19  Office of Comptroller	Approved as to Form:  Law Department
APPROVED:	APPROVED:

APPROVED:

### **Healthy Homes Rehab Project Budget**

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

Project Address: <u>58 Bancroft Street</u>, Springfield MA

Cost Description	<u>Project Budget</u>	
General Rehab	\$ 63,465.00	
Lead Abatement	\$ 7,500.00	
Initial Rehab Contract	\$ 70,965.00	
Rehab Change Order	\$ 750.00	
<b>Total Rehab Contract</b>	\$ 71,715.00	
Lead Paint Inspection	\$ 475.00	
Healthy Homes Total	\$ 72,190.00	
Legal Fees	\$ 700.00	
Amendment recording fee	\$ 75.00	
Amended Grand Total	\$ 72,965.00	
Increase over Initial contract	\$ 2,000.00	

# Office of Housing CHANGE ORDER REQUEST

PROJECT NAME	Healthy Homes rehab	d.	
LOCATION OF WORK	58 Bancroft Street, Springfield		
PROJECT MANAGER	Robbin Jones	HOMEOWNER	Kristian Berrios-Torres
REQUESTING PARTY	Al Shattelroe	DATE OF REQUEST	3-28-19

	CHANGE REQUEST OVERVIEW
DESCRIPTION OF CHANGES NEEDED	Install water Asesuse Reductors vetue 300
REASON FOR CHANGE	Fill in reason for change order - narrative as to why scope was not foreseen, etc.  Sussing demaged Beyond Repels  wate presure to high
SUPPORT & JUSTIFICATION DOCUMENTS	List all attached documents which support the requested change, and justify any increased cost and time.  Involved  Fill in Specs on repairs or changes with detail.
SPECIFICATIONS	see Attached
ADDITIONAL INFORMATION	

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
ORIGINAL PRICE	\$ 70965	ORIGINAL TIMES	
NET CHANGES OF PREVIOUS CHANGE ORDERS	N/A	NET CHANGES OF PREC CHANGE ORDERS IN D	NI/A
NET INCREASE / DECREASE	\$ 750	NET INCREASE / DECRI	EASE
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$ 7121500	TOTAL CONTRACT TIM	
ACCEPTED BY SIGNATURE	Gerson 1	APPROVED BY  SIGNATURE	n W
NAME KINST	ibit Gonzalez		bbin D. Jones hab Supervisor
DATE 3/	28/19	DATE	3/28/19

## Alfred Shattelroe General Contractor 142 Chicopee St, Granby, MA Lic. CS-069052

Owner:	Job Location:
Kristan Berrios Torres & Marisabel Gonzalez Borges 58 Bancroft St Springfield, MA	58 Bancroft St Springfield, MA
Job Description: Change Order	
i. Glass shower surround	\$450
ii. Install pressure reducer in water line	\$300
Total Cost of change order (including labor and materials):	\$750.00
10% Retainage	\$75.00
	\$675.00

#### FIRST AMENDMENT TO PROMISSORY NOTE

(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 200 day of April, 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 October 19, 2018 (the "Note").
- B. The Borrowers' contractor incurred unexpected change orders during the repair of the Borrower's home.

#### **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 and Sixty-Five Dollars).
- 2. 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 original principal amount of the Note to \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty-Five Dollars).
- 3. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.
- 4. 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 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: Dømenic J. Sarno

Title: Mayor

#### **BORROWERS**:

KRISTIAN BERRIOS TORRES AND MARISABEL GONZALEZ-BORGES

#### MORTGAGE AMENDMENT #1 Contract # 20190357

AGREEMENT, made as of the \_\_\_\_\_\_day of April, 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 October 19, 2018, 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 22416 Page 285. Said Mortgage expressly states an indebtedness in the principal amount of \$70,965.00 (Seventy Thousand, Nine Hundred Sixty-Five Dollars and 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 \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty Five Dollars).

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 \$72,965.00 (Seventy-Two Thousand, Nine Hundred Sixty Five Dollars).

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

Witness

ristian Berrios Torres - Mortgagor

Marisabel Gonzalez Borges - Mortga

Witness	Robert P. DeMusis, Jr. – Deputy Director City of Springfield Office of Housing Mortgagee
Witness	Domenie J. Sarno – Mayor City of Springfield Mortgagee
COMMONWEALTH	OF MASSACHUSETTS
HAMPDEN, SS.	OI WINDSPRESTORET IS
. E	
On this 24 h day of April, 2019, before me appeared Kristian Berrios Torres, proved identification, which was signed on the preceding or attached docume voluntarily for its stated purpose.	e, the undersigned notary public, personally to me through satisfactory evidence of, to be the person whose name is nt, and acknowledged to me that he signed it
MICHAEL J. CASS  Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires November 27, 2020	Notary Public, My Commission Expires:
COMMONWEALTH	OF MASSACHUSETTS
HAMPDEN, SS.	
On this day of April, 2019, before me appeared Marisabel Gonzalez Borges, providentification, which was with heart signed on the preceding or attached docume voluntarily for its stated purpose.	e, the undersigned notary public, personally wed to me through satisfactory evidence of, to be the person whose name is nt, and acknowledged to me that she signed it
MICHAEL J. CASS  Notary Public  COMMONWEALTH OF MASSACHUSETTS  My Commission Expires  November 27, 2020	Notary Public, My Commission Expires:

# COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.	
appeared Robert P. DeMusis, Jr, proved identification, which was	me, the undersigned notary public, personally to me through satisfactory evidence of, to be the person whose name is nent, and acknowledged to me that he signed it  Notary Public My Commission Expires:
COMMONWEALTH HAMPDEN, SS.	I OF MASSACHUSETTS
appeared <b>Domenic J. Sarno</b> , proved to me identification, which was	ne, the undersigned notary public, personally through satisfactory evidence of, to be the person whose name is lent, and acknowledged to me that he signed it
MICHAEL J. CASS  Notary Public  COMMONWEALTH OF MASSACHUSETTS  My Commission Expires  November 27, 2020	Notary Public, My Commission Expires:

### SCHEDULE A – PROMISSORY NOTE FIRST AMENDMENT TO PROMISSORY NOTE (City)

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#### RECITALS

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- 4. 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 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

Bv:

Listian Berrios Torres