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Amendment #2
Contract
20190358

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 | | | KB | 11/1/19 |
| City Comptroller | KLK | 11.4.19 | KLK | 11.4.19 |
| Law | PF | 11.5.19 | PF | 11.5.19 |
| CAFO | mm | 11.7.19 | mm | 11.8.19 |
| Mayor | mm | 11/8/19 | mm | 11/8/19 |
| City Comptroller | | | KLK | 11.12.19 |
| Community Development | | | | |
| | | | | |
| | | | | |

Vendor No.: 18471 Contract No.: 20190358 Contract Date: 10/19/18

Contract Amt.: \$631.00 Issue Date: 11/1/19 Renewal Date: *cancel*

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

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 19006695 PO No.: 19005805

Vendor Name: Earl & Yvonne Baidy/55-57 Dexter Street, Spfld MA

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

**AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20190358)**

AGREEMENT, made the 24th day of October, 2019 by and between Earl Baidy and Yvonne Baidy with an address of **57 Dexter 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 **55-57 Dexter 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:

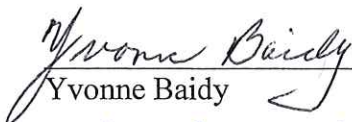
1. **Increasing the amended contract amount of \$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars) to a second amended total of \$87,358.50 (Eighty-Seven Thousand, Three Hundred Fifty-Eight and 50/100 Dollars).**
2. **All other terms and conditions remain the same.**

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

BORROWERS:



Earl Baidy



Yvonne Baidy

20191015-530105-14516 # 431.00 (incl)
Approved as to Appropriation:

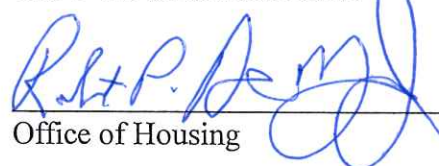


Office of Comptroller


APPROVED:


deputy _____
Chief Administrative & Financial Officer

CITY OF SPRINGFIELD

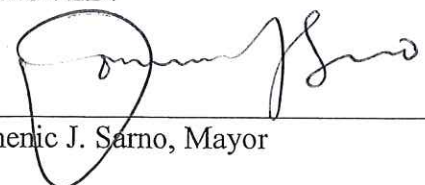


Office of Housing

Approved as to Form:


Law Department

APPROVED:



Domenic J. Sarno, Mayor

Healthy Homes Rehab Project Budget

Homeowner/Borrower: Earl and Yvonne Baidy

Project Address: 55-57 Dexter Street, Springfield MA

| Cost Description | Project Budget |
|--|-----------------------|
| General Rehab | \$ 63,591.00 |
| Lead Abatement | \$ 18,934.00 |
| Initial Rehab Contract | \$ 82,525.00 |
| Change Order (#1) | \$ 2,953.00 |
| Amended Rehab Contract | \$ 85,478.00 |
| Initial Lead Inspection (#1) | \$ 475.00 |
| Legal Fees (#1) | \$ 699.50 |
| Mortgage Amendment recording fee (#1) | \$ 75.00 |
| First Amendment Total (#1) | \$ 86,727.50 |
| Lead Paint Re-inspection 55 (#2) | \$ 269.00 |
| Lead Paint Re-inspection 57 (#2) | \$ 287.00 |
| Mortgage Amendment recording fee (#2) | \$ 75.00 |
| Second Amendment - Grand Total (#2) | \$ 87,358.50 |

MORTGAGE AMENDMENT #2
Contract # 20190358

AGREEMENT, made as of the 24th day of October, 2019 by and between **Earl Baidy (also known as Earl D. Baidy) and Yvonne Baidy**, hereinafter referred to as "**Mortgagors**" both of 57 Dexter 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 Office of Housing, with the approval of its Mayor, hereinafter referred to as the "**Mortgagee**".

WHEREAS an existing Mortgage, dated April 25, 2019, granting a security interest in the property known as 55-57 Dexter Street, Springfield, Massachusetts, is registered at the Hampden County Land Registration Office as Document No. 218,136 and noted on Certificate of Title No. 15524. Said Mortgage expressly states an indebtedness in the principal amount of \$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars).

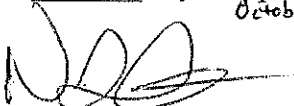
WHEREAS the Mortgagee and the Mortgagors have since amended the Promissory Note (See Schedule A) referred to above by increasing the amount borrowed to a total amount of \$87,358.50 (Eighty-Seven Thousand, Three Hundred Fifty-Eight and 50/100 Dollars).

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 \$87,358.50 (Eighty-Seven Thousand, Three Hundred Fifty-Eight and 50/100 Dollars).

All other terms and conditions contained in the Mortgage instrument dated October 19, 2018, recorded October 24, 2018 at the Hampden County Registry of Deeds as Document No. 216,297 and noted on Certificate of Title No. 15524, 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 ~~April~~^{October} 2019.



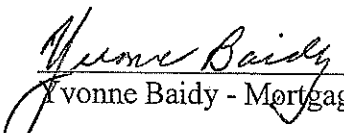
Witness



Earl Baidy - Mortgagor



Witness



Yvonne Baidy - Mortgagor

[Signature]
Witness

[Signature]
Robert P. DeMuisis, Jr. – Deputy Director
City of Springfield Office of Housing
Mortgagee

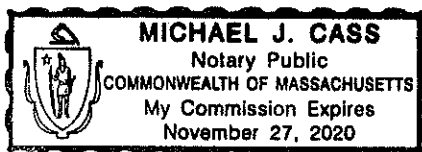
[Signature]
Witness

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

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 24th day of October, 2019, before me, the undersigned notary public, personally appeared **Earl Baidy**, proved to me through satisfactory evidence of identification, which was Driver's 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.

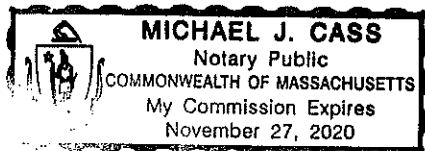


[Signature]
Notary Public,
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 24th day of October, 2019, before me, the undersigned notary public, personally appeared **Yvonne Baidy**, proved to me through satisfactory evidence of identification, which was Driver's 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.

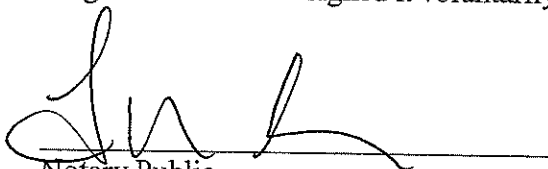


[Signature]
Notary Public,
My Commission Expires: _____

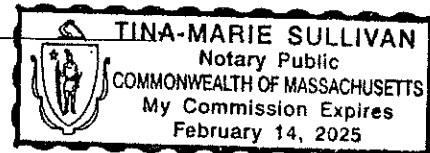
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 25 day of ~~October~~, 2019, before me, the undersigned notary public, personally appeared **Robert P. DeMuis, Jr**, 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.



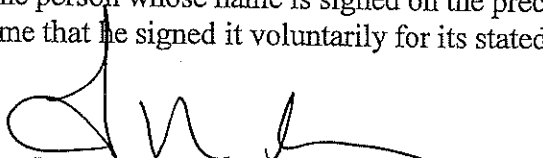
Notary Public,
My Commission Expires:



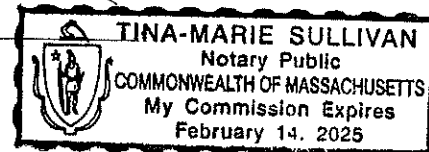
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 1st day of ~~October~~^{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 EARL BAIDY AND YVONNE BAIDY, (the "Borrowers").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of April 25, 2019 (the "Note").
- B. The Borrowers' contractor incurred unexpected change orders during the repair of the Borrower's home.
- C. The City incurred additional costs related to inspecting the home for lead paint hazards.

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:

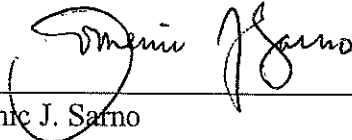
- 1. The October 19, 2018 Promissory Note had an amended principal amount of **\$82,525.50 (Eighty-Two Thousand, Five Hundred Twenty-Five and 50/100 Dollars)**.
- 2. The April 25, 2019 Promissory Note had an amended principal amount of **\$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars)**.
- 3. Due to the extra costs incurred during the repairs at the Borrower's home (55-57 Dexter Street, Springfield, MA), the parties agree to increase the amended principal amount of the Note to **\$87,358.50 (Eighty-Seven Thousand, Three Hundred Fifty-Eight and 50/100 Dollars)**.
- 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:

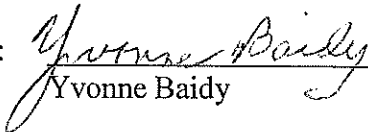
THE CITY OF SPRINGFIELD, acting by and through its Mayor

By: 
Name: Domenic J. Sarno
Title: Mayor

BORROWERS:

EARL BAIDY AND YVONNE BAIDY

By: 
Earl Baidy

By: 
Yvonne Baidy

SECOND AMENDMENT TO PROMISSORY NOTE
(City)

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 27th day of October, 2019, by and between THE CITY OF SPRINGFIELD, (the "City"), and EARL BAIDY AND YVONNE BAIDY, (the "Borrowers").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of April 25, 2019 (the "Note").
- B. The Borrowers' contractor incurred unexpected change orders during the repair of the Borrower's home.
- C. The City incurred additional costs related to inspecting the home for lead paint hazards.

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 amended principal amount of **\$82,525.50 (Eighty-Two Thousand, Five Hundred Twenty-Five and 50/100 Dollars)**.
2. The April 25, 2019 Promissory Note had an amended principal amount of **\$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars)**.
3. Due to the extra costs incurred during the repairs at the Borrower's home (55-57 Dexter Street, Springfield, MA), the parties agree to increase the amended principal amount of the Note to **\$87,358.50 (Eighty-Seven Thousand, Three Hundred Fifty-Eight and 50/100 Dollars)**.
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.

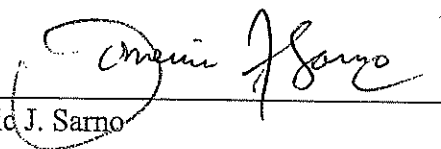
CITY:

THE CITY OF SPRINGFIELD, acting by and through its Mayor

By: _____

Name: Domenic J. Sarno

Title: Mayor

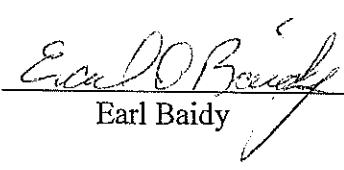


BORROWERS:

EARL BAIDY AND YVONNE BAIDY

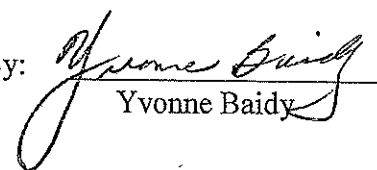
By: _____

Earl Baidy



By: _____

Yvonne Baidy



cmentpst0726

11/12/2019 10:37 | CITY OF SPRINGFIELD
| P 1 |
1K1 | cmentpst | CONTRACT CHANGE ORDER REPORT

CONTRACT # VENDOR NAME ENTRY DT JOURNAL

20190358 18471 EARL BAIDY SR 11/12/19

Enforcement Method: Not to Exceed

| YEAR | AMOUNT |
|-------|--------|
| 2020 | 631.00 |
| TOTAL | 631.00 |

** 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 | Earl Baidy & Yvonne Baidy | Vendor # | 18471 |
| Contract # | 20190358 | Amendment # | 2 |
| PO # | 19005805 | Requisition | 19006695 |

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: 86,727.50

Increase \$ 631.00

Decrease \$ _____

New Purchase Order Total: \$87,358.50

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.