



Contract 20200175
 Amendment #2

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	3/4/2022
City Comptroller	JFK	3-4-22	JFK	3-4-22
Law		3-4	JFK	3-4
CAFO	Jmm	3-7-22	Jmm	3-8-22
Mayor	MM	3-8	MM	3-8
City Comptroller	JR	3-8-22		
Community Development				

Vendor No.: 19822	Contract No.: 20200175	Contract Date: 8/27/2019
Contract Amt.: \$6,545.07	(INCREASE) Issue Date: 3/2/2022	Renewal Date:
Appropriation Code1: 26451815-530105-64516		
Appropriation Code2:		
Appropriation Code3:		
Appropriation Code4:		
Description of Funding Source: CDBG-NDR		
Bid No.:	Requisition No.: 20004040	PO No.: 20003691
Vendor Name: Rose Hubbard		
Contract Type: Amendment #2 - Healthy Homes		
Contract Purpose: Increase in Funding for 76 Ashley St, Spfld MA 01105		
Originating Dept.: Community Development/Nigel Greaves		
Expiration Date: 10/11/2024		Amendment Date: Extension Date:
TYPE OF DOCUMENT (Please select at least one):		
<input type="checkbox"/> New	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Amendment
		<input type="checkbox"/> Extension

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**SECOND AMENDMENT TO HEALTHY HOMES REHABILITATION
PROGRAM AGREEMENT (CONTRACT #20200175)**

AGREEMENT made as of the 21st day of February, 2022 by and between Rose Hubbard, with an address of **76 Ashley Street, Springfield, Massachusetts** (hereinafter referred to as the "**Borrower**") 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 **76 Ashley Street, Springfield, Massachusetts**.

WHEREAS, an existing Rehabilitation Loan Agreement for Owner Occupants, dated August 27th, 2019 (City Contract # 20200175), expressly states, "the City" of Springfield (City) is providing financial assistance to Rose Hubbard ("**Borrower**") from the Healthy Homes Program in the amount of \$76,383.00;

WHEREAS, the City and the Borrower wish to amend the amount of financial assistance 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 Sixty-Three Thousand, Six Hundred Sixty-Seven and 39/100 Dollars (\$63,667.39) to an amended total of Seventy Thousand, Two Hundred Twelve and 46/100 Dollars (\$70,212.46).**
2. **Replacing Exhibit A – Amended Healthy Homes Rehab Project Budget with revised budget (attached here as Exhibit A).**
3. **Adding to Exhibit B - Specs by Location/Trade all approved project specifications, contractor bids, quotes, and/or change orders (attached here as Exhibit B).**
4. **Replacing Exhibit C - MORTGAGE AMENDMENT #1, with revised MORTGAGE AMENDMENT #1 (attached here as Exhibit C)**
5. **Replacing Exhibit D – First AMENDMENT TO PROMISSORY NOTE with revised First AMENDMENT TO PROMISSORY NOTE (attached here as Exhibit D)**
6. **All other terms and conditions remain the same.**

****THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Borrower and the City have executed this Amendment on this 21st day of February, 2022.

BORROWER:

Rose Hubbard
Rose Hubbard

CITY OF SPRINGFIELD

[Signature]
Office of Housing

26451816-530105-64516 to 6,545.07 (inc)

APPROVED AS TO APPROPRIATION:

3/4/22

[Signature]
Office of Comptroller

APPROVED AS TO FORM:

[Signature]
Law Department

APPROVED:

[Signature]
Chief Administrative & Financial Officer

APPROVED:

[Signature]
Domenic J. Sarno, Mayor

Exhibit A

Healthy Homes Rehab Project First Amendment to Budget

Homeowner/Borrower: Rose Hubbard

Project Address: 76 Ashley Street, Springfield, MA 01105

Second Amendment - Project Budget	Amount
General Rehab (Hammerhead)	\$ 26,517.96
Lead Abatement (Hammerhead)	\$ 22,700.00
Initial Rehab Contract	\$ 49,217.96
Bathroom change order (Hammerhead)	\$ 3,807.00
Electrical contract (RC Electric)	\$ 3,600.00
Drain-pipe/Grab-bar/Toilet contract (George's)	\$ 9,090.00
Final Rehab Contract	\$ 65,714.96
Lead Paint Inspection (ATC)	\$ 2,147.50
Lead Paint Re-inspection (ATC)	\$ 545.00
Drainpipe/Toilet inspections (Plotkin)	\$ 1,000.00
Weatherization (MassSave {100% rebate})	\$ -
Legal Fees (Bacon Wilson)	\$ 700.00
Mortgage Amendment Recording fee (Reg.Deeds)	\$ 105.00
Grand Total (Rehab and Admin)	\$ 70,212.46

Exhibit B

PROPOSAL

George's Renovations LLC
155 Brookdale Dr.
Springfield, Ma. 01104

Proposal for: City Springfield- Healthy Homes
76 Ashley St
Springfield, MA 01105

Job Description: Healthy Homes Supplemental Repairs Springfield

- \$590.00** Install Stainless steel grab bar on long wall of existing shower enclosure in the 1st floor bathroom
- \$750.00** Replace 1st floor bathroom ceiling light/exhaust fan
- \$800.00** Carefully remove existing toilet for reuse, then core new access to align for drain under toilet. Then reinstall with all plumbing and fittings to original. Repair floor to match existing.
- \$6,950.00** Drainpipe repair (quoted separately through competitive bid)

- 1) Quotes assume use of 20-amp electrical service and running water will be provided for project.
- 2) Quote does not include necessary moving or storage of tenant belongings in order to preform abatement.
- 3) All other wood and structural replacement shall be done at a stock + \$70 per hour with consent of owner

We propose to furnish all labor and materials to complete in accordance to the above specifications for the sum of;

\$ 9,090.00 Nine Thousand, Ninety Dollars and 00/100.....

Payments are.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This agreement is contingent upon accidents or delays beyond our control. Owner to carry flood, fire, theft, and/or other necessary insurances. Our workers are fully covered by workmans comp. and our insurance.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Acceptance Date: _____

Exhibit C

MORTGAGE AMENDMENT #1

AGREEMENT, made as of the _____ day of _____, 2022 by and between **Rose Hubbard**, hereinafter referred to as “**Mortgagor**” of 76 Ashley 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 August 27th, 2019, granting a security interest in the property known as 76 Ashley Street, Springfield, Massachusetts, is recorded at the Hampden County Registry of Deeds in Book 22834 Page 434. Said Mortgage expressly states an indebtedness in the principal amount of Seventy-Six Thousand, Three Hundred Eighty-Three and 00/100 (\$76,383.00).

WHEREAS the Mortgagee and the Mortgagor have since amended the Promissory Note (See Schedule A) by decreasing the amount borrowed to a total amount of Seventy Thousand, Two Hundred Twelve and 46/100 Dollars (\$70,212.46).

NOW THEREFORE, the Mortgagor and the Mortgagee hereto agree that the total indebtedness evidenced hereby is Seventy Thousand, Two Hundred Twelve and 46/100 Dollars (\$70,212.46).

All other terms and conditions contained in the Mortgage instrument dated August 27, 2019, recorded September 3, 2019 in the Hampden County Registry of Deeds in Book 22834, Page 434 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 _____, 2022.

Witness

Rose Hubbard - Mortgagor

Witness

City of Springfield

[Remainder of page intentionally blank; Notary appears on following page.]

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **Rose Hubbard**, proved to me through satisfactory evidence of identification, which was _____, 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 ____ day of _____ 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the ____ day of _____, 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and ROSE HUBBARD (the "Borrower").

RECITALS

- A. The Borrowers executed a Promissory Note payable to the City as of August 27, 2019 (the "Note").
- B. The Borrower's initial contractor was replaced with a new contractor.

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. August 27, 2019 Promissory Note had an original principal amount of **Seventy-Six Thousand, Three Hundred Eighty-Three and 00/100 Dollars (\$76,383.00)**.
2. The home rehab project needed to be re-bid, resulting in a lower bid from a new rehab contractor for the initial scope of work. Subsequent change orders and add-on contracts resulted in further adjustments to the overall project budget. Therefore, the parties agree to decrease the original principal amount of the Note appropriately to **Seventy Thousand, Two Hundred Twelve and 46/100 Dollars (\$70,212.46)**.
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 August 27, 2019 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.

BORROWER: Rose Hubbard

By: _____
Rose Hubbard

LENDER: City of Springfield

By: _____
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of February, 2022, before me, the undersigned Notary Public, personally appeared the above-named **Rose Hubbard**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged 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
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged 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
My Commission Expires:

Exhibit D

FIRST AMENDMENT TO PROMISSORY NOTE (City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the ____ day of _____, 2022, by and between THE CITY OF SPRINGFIELD, (the "City"), and ROSE HUBBARD (the "Borrower").

RECITALS

C. The Borrowers executed a Promissory Note payable to the City as of August 27, 2019 (the "Note").

D. The Borrower's initial contractor was replaced with a new contractor.

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:

5. August 27, 2019 Promissory Note had an original principal amount of **Seventy-Six Thousand, Three Hundred Eighty-Three and 00/100 Dollars (\$76,383.00)**.

6. The home rehab project needed to be re-bid, resulting in a lower bid from a new rehab contractor for the initial scope of work. Subsequent change orders and add-on contracts resulted in further adjustments to the overall project budget. Therefore, the parties agree to decrease the original principal amount of the Note appropriately to **Seventy Thousand, Two Hundred Twelve and 46/100 Dollars (\$70,212.46)**.

7. This Note will continue to be secured by a Mortgage (and amendment) duly filed for record in the Hampden County Registry of Deeds.

8. All other terms and conditions contained in the original Promissory Note dated August 27, 2019 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.

BORROWER: Rose Hubbard

By: _____
Rose Hubbard

LENDER: City of Springfield

By: _____
City of Springfield

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named **Rose Hubbard**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged 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
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

On this ___ day of _____, 2022, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged 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
My Commission Expires: