



Amendment #1  
 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			<i>KB</i>	<i>4/26/19</i>
City Comptroller	<i>LKLF</i>	<i>4.28.19</i>	<i>LKLF</i>	<i>4.29.19</i>
Law	<i>PF</i>	<i>4-30-19</i>	<i>PF</i>	<i>4-30-19</i>
CAFO	<i>ymm</i>	<i>5.2.19</i>	<i>ymm</i>	<i>5.2.19</i>
Mayor	<i>CG</i>	<i>5/2/19</i>	<i>CG</i>	<i>5/2/19</i>
City Comptroller			<i>LL</i>	<i>5.7.19</i>
Community Development				

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

Contract Amt.: \$4,202.50      Issue Date: 4/26/19      Renewal Date:

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

Description of Funding Source: CDBG-NDR

Bid No.:                          Requisition No.: 19006690      PO No.: 19005805

Vendor Name: Earl and Yvonne Baidy

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: 12/3/2023      Amendment Date:                          Extension Date: *GB*

TYPE OF DOCUMENT (Please select at least one):

New       Renewal       Amendment #1       Extension

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

**AGREEMENT**, made the 25<sup>th</sup> day of April, 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;

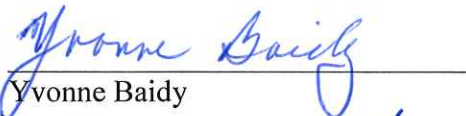
**NOW, THEREFORE**, the parties hereto agree that their Agreement shall be amended as follows:

- 1. Increasing the original contract amount of \$82,525.00 (Eighty-Two Thousand, Five Hundred Twenty-Five Dollars and Zero Cents) to an amended total of \$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars).**
- 2. All other terms and conditions remain the same.**

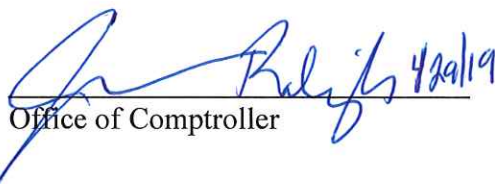
**IN WITNESS WHEREOF**, the Borrowers and the City have executed this Amendment on this 25<sup>th</sup> day of April, 2019.

**BORROWERS:**

  
Earl Baidy

  
Yvonne Baidy

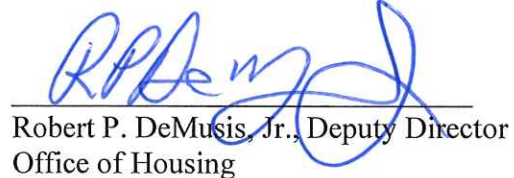
*lll* 20451815-530105-64516 \$ 4,202.50  
Approved as to Appropriation:

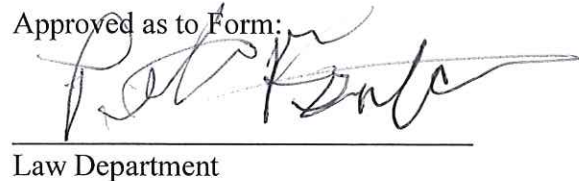
  
Office of Comptroller

**APPROVED:**

  
Timothy J. Plante  
Chief Administrative & Financial Officer

**CITY OF SPRINGFIELD**

  
Robert P. DeMuis, Jr., Deputy Director  
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

<b>Cost Description</b>	<b>Project Budget</b>
General Rehab	\$ 63,591.00
Lead Abatement	\$ 18,934.00
<b>Initial Rehab Contract</b>	<b>\$ 82,525.00</b>
Change Order #1	\$ 2,953.00
<b>Amended Rehab Contract</b>	<b>\$ 85,478.00</b>
Initial Lead Inspection	\$ 475.00
<b>Healthy Homes Total</b>	<b>\$ 85,953.00</b>
Legal Fees	\$ 699.50
Amended Mortgage Recording Fee	\$ 75.00
<b>Amended Grand Total</b>	<b>\$ 86,727.50</b>
Contract Amount Increase	\$ 4,202.50

**Office of Housing CHANGE ORDER REQUEST**

<b>PROJECT NAME</b>	Healthy Homes rehab		
<b>LOCATION OF WORK</b>	55-57 Dexter St. Springfield, MA		
<b>PROJECT MANAGER</b>	Robbin Jones	<b>HOMEOWNER</b>	Earl Brady
<b>REQUESTING PARTY</b>		<b>DATE OF REQUEST</b>	

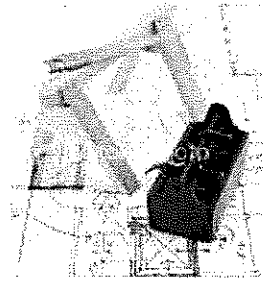
CHANGE REQUEST OVERVIEW	
<b>DESCRIPTION OF CHANGES NEEDED</b>	<p>Fill in description of changes</p> <p>Install New Automatic Water Feed      Replace 17LF Damaged Fascia term on left house.</p> <p>Install 2 New Storm doors Front of house</p> <p>Install New Kitchen Faucet 1st Floor</p>
<b>REASON FOR CHANGE</b>	<p>Fill in reason for change order – narrative as to why scope was not foreseen, etc.</p> <p>Faucet was at End of life / New sink was installed owner requested Automatic Water Feed owner requested both storms to be changed</p>
<b>SUPPORT &amp; JUSTIFICATION DOCUMENTS</b>	<p>List all attached documents which support the requested change, and justify any increased cost and time.</p> <p>Upon replacing roof, contractor noticed soffit and fascia had severe dry rot.</p>
<b>SPECIFICATIONS</b>	<p>Fill in Specs on repairs or changes with detail.</p> <p>Water Feed      \$500      Fascia / Soffit \$1243 Faucet      \$50 Storm Doors      \$1060</p>
<b>ADDITIONAL INFORMATION</b>	<p>Install new Auto water Feed Replace defective sink faucet Replace (2) Damaged storm doors Repair 17 LF of Dry rot Fascia / Soffit</p>

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT SCHEDULE (if applicable)	
<b>ORIGINAL PRICE</b>	\$ 82,525.00	<b>ORIGINAL TIMES</b>	
<b>NET CHANGES OF PREVIOUS CHANGE ORDERS</b>	N/A 1243.00	<b>NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS</b>	N/A
<b>NET INCREASE / DECREASE</b>	\$ 1,710.00	<b>NET INCREASE / DECREASE</b>	
<b>TOTAL CONTRACT PRICE WITH APPROVED CHANGES</b>	\$ 85,478.00	<b>TOTAL CONTRACT TIME WITH APPROVED CHANGES</b>	

<b>ACCEPTED BY SIGNATURE</b>		<b>APPROVED BY SIGNATURE</b>	
<b>HOMEOWNER NAME</b>	EARL D BRADY	<b>NAME &amp; TITLE</b>	Robbin D. Jones Rehab Supervisor
<b>DATE</b>	4-25-19	<b>DATE</b>	4/25/19



BRUCE ARNOLD  
Arnold Construction Inc.  
128 Cambridge Street  
Springfield, MA 01109  
Tel. 413-636-8033



**INVOICE**

**Bill To:**

Earl & Yvonne Baidy  
55-57 Dexter Street  
Springfield, MA 01105

4/24/19

<b>Install Automatic Water feed on new boiler</b>	<b>\$500.00</b>
<b>Install new kitchen faucet (1<sup>st</sup>. Floor)</b>	<b>\$ 50.00</b>
<b>Install 2 new storm doors on front of house*</b>	<b><u>\$1,160.00</u></b>

\*price include all materials and labor

<b>TOTAL</b>	<b>\$1,710.00</b>
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# ADDITIONAL WORK AUTHORIZATION

Bruce Arnold  
 128 Cambridge St,  
 Springfield, MA 01109  
 413-219-4425

CHANGE ORDER #	DATE
1	1-8-2019
CUSTOMER NAME	
Earle & Yvonne Buldy	
STREET	
55-57 Dexter St.	
CITY	STATE/ZIP
Springfield.	MA 011

Original Job Information:

JOB NAME	LOCATION
Buldy	55-57 Dexter
JOB/CONTRACT #	DATE
1	1-8-2019

We hereby submit the following specifically described additional work:

Remove / Repair Approx 17' of overhang on left side of house. Remove / Replace metal soffit & Fascia as needed

Includes all material, labor, Trash Removal off premises

*[Signature]*  
 1/11/19

Additional charge for above described work is: \$ 1243.00 Dollars

with payments to be made as follows: To be Added to total Job

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

We propose hereby to furnish material and labor — complete in accordance with these specifications at above stated price.

Respectfully submitted Bruce Arnold

ACCEPTANCE OF ADDITIONAL WORK

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

Date of Acceptance 1-8-2019

Signature *[Signature]*

# ADDITIONAL WORK AUTHORIZATION

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

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the 25<sup>th</sup> day of April, 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 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 **\$82,525.00 (Eighty-Two Thousand, Five Hundred Twenty Five Dollars and Zero Cents)**.

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 **\$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 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.

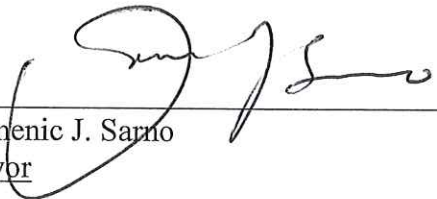
4. All other terms and conditions contained in the original Promissory Note dated October 19, 2018 remain unchanged.

*[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.

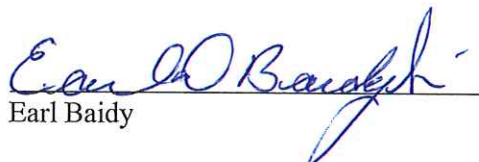
**CITY:**

THE CITY OF SPRINGFIELD, acting by and through its Mayor

By:   
Name: Domenic J. Sarno  
Title: Mayor

**BORROWERS:**

EARL BAIDY AND YVONNE BAIDY

By:   
Earl Baidy

By:   
Yvonne Baidy



**MORTGAGE AMENDMENT #1**  
**Contract # 20190358**

AGREEMENT, made as of the 25<sup>th</sup> day of April, 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 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 55-57 Dexter Street, Springfield, Massachusetts, is registered at the Hampden County Land Registration Office as Document No. 216,297 and noted on Certificate of Title No. 15524. Said Mortgage expressly states an indebtedness in the principal amount of \$82,525.00 (Eighty-Two Thousand, Five Hundred Twenty Five and 00/100 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 \$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars).


**WHEREAS** the Mortgagee seeks further security in the property to reflect total amount loaned to the Mortgagors,

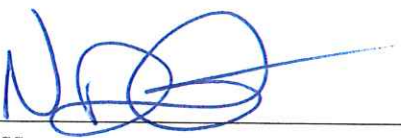
**NOW THEREFORE**, the Mortgagors hereto agree that the total indebtedness evidenced hereby is \$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 Dollars).

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 25<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Earl Baidy - Mortgagor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Yvonne Baidy - Mortgagor

Witness

*[Handwritten Signature]*

Robert P. DeMuis, Jr. – Deputy Director  
City of Springfield Office of Housing  
Mortgagee

Witness

*[Handwritten Signature]*

Domenic J. Sarno – Mayor  
City of Springfield  
Mortgagee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 25<sup>th</sup> day of April, 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.

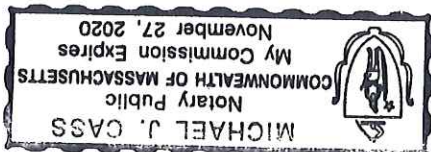


*[Handwritten Signature]*  
Notary Public,  
My Commission Expires: 2020

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 25<sup>th</sup> day of April, 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.

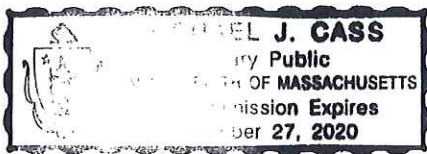


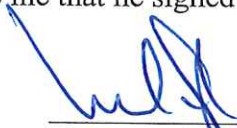
*[Handwritten Signature]*  
Notary Public,  
My Commission Expires: 2020

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 26 day of April, 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.

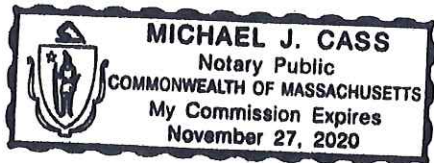


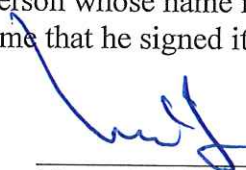
  
\_\_\_\_\_  
Notary Public,  
My Commission Expires: \_\_\_\_\_.

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this \_\_\_\_\_ day of April, 2019, before me, the undersigned notary public, personally appeared **Domenic J. Sarno**, 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**  
(City)

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is executed as of the \_\_\_\_\_ day of April, 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 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 **\$82,525.00 (Eighty-Two Thousand, Five Hundred Twenty Five Dollars and Zero Cents)**.

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 **\$86,727.50 (Eighty-Six Thousand, Seven Hundred Twenty-Seven and 50/100 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.

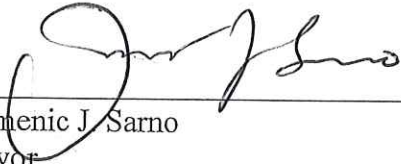
4. All other terms and conditions contained in the original Promissory Note dated October 19, 2018 remain unchanged.

*[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:**

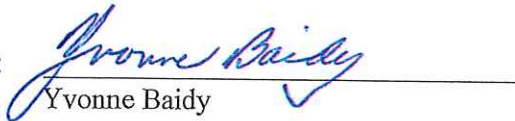
THE CITY OF SPRINGFIELD, acting by and through its Mayor

By:   
Name: Domenic J. Sarno  
Title: Mayor

**BORROWERS:**

EARL BAIDY AND YVONNE BAIDY

By:   
Earl Baidy

By:   
Yvonne Baidy

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

<b>Date</b>	4/26/19	<b>Requestor(s)</b>	Kathleen Bonneau
<b>Department</b>	Comm Dev	<b>Phone / Email</b>	X2242
<b>Vendor Name</b>	Earl Baidy & Yovonne Baidy	<b>Vendor #</b>	18471
<b>Contract #</b>	20190358	<b>Amendment #</b>	1
<b>PO #</b>	19005805	<b>Requisition #</b>	19006695

**Justification Required: Increase in Funding Per Amendment #1**

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: \$ 82,525.00**

**Increase \$ 4,202.50 (26451815-530105-64516)**

Decrease \$ \_\_\_\_\_

**New Purchase Order Total: \$ 86,727.50**

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.

*emailed 4/26/19  
KAB*