

District: City of Haverhill
School: Dr. Albert B. Consentino Middle School
Project ID: 201801280100

**SECOND AMENDMENT
TO THE PROJECT FUNDING AGREEMENT
BETWEEN THE CITY OF HAVERHILL AND THE MASSACHUSETTS SCHOOL
BUILDING AUTHORITY**

Effective as of March 27, 2023 (“Effective Date”), this Second Amendment to the Project Funding Agreement between the City of Haverhill (“District”) and the Massachusetts School Building Authority (“Authority”), including all Exhibits and other documents attached hereto and incorporated by reference herein (“Amendment”), hereby amends the Project Funding Agreement between the District and the Authority for the Project at the Dr. Albert Consentino Middle School which Agreement has an effective date of March 27, 2023 (hereinafter “Agreement”), as more particularly described below. This Amendment contains all of the terms and conditions agreed upon by the District and the Authority (collectively, “Parties”) as amendments to the original Agreement. No other understandings or representations, oral or otherwise, regarding amendments to the original Agreement shall be deemed to exist or bind the Parties.

The Agreement is hereby amended as follows:

1. Section 2.1 of the original Agreement, is hereby deleted in its entirety. Inserted in place thereof is the following language:

“2.1 As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Funding Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 et seq., and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 2.1, shall under no circumstances exceed the lesser of (i) 80.00% of the final approved, total eligible Project costs, as determined by the Authority, (“Reimbursement Rate”) or (ii) \$99,762,686.00 (“Estimated Total Facilities Grant”). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.3 of this Agreement, that expenditures from the owner’s contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner’s and construction contingency expenditures up to a Maximum Total Facilities Grant of \$101,263,852.00. In no

event shall the final, Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$101,263,852.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant amounts set forth in this Section 2.1, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either of the aforesaid amounts, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the above-stated Total Facilities Grant or ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as Exhibit "I", includes incentive reimbursement points pursuant to G.L. c. 70B, § 10(a)(C). Any incentive reimbursement points for green/energy efficiency and CM at Risk that may be included in this Agreement have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate set forth above and the Total Facilities Grant shall be subject to a decrease, as provided in Section 2.4 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority."

2. Exhibit A to the original Agreement is deleted in its entirety.

Inserted in place thereof is a new Exhibit A, which is dated November 26, 2024, and attached hereto and incorporated by reference herein.

All other terms and conditions of the original Agreement, including Exhibits attached thereto or incorporated by reference therein, that are not hereby deleted or otherwise amended shall remain in full force and effect. The District warrants and represents that it has read and understands this Amendment. The District further warrants and represents that its undersigned officer or representative has full legal authority to enter into this Amendment on behalf of the District and to bind the District to its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in duplicate originals by their duly authorized officers or representatives as of the Effective Date written above.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

Mary L. Pichetti
Executive Director

Signature Date

CITY OF HAVERHILL

By,

Signature Date

Name (Type/Print)

Title/Office (Type/Print)