



# NEW BEDFORD COMMUNITY PRESERVATION COMMITTEE

## STEP II

# COMMUNITY PRESERVATION ACT PROJECT APPLICATION FY23

Project Application Deadline:

**NOVEMBER 9, 2022 by NOON**

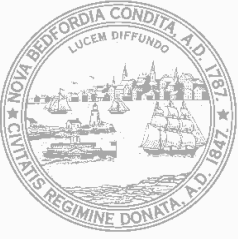
**No late submissions will be accepted.**

Applicants must submit this application no later than Noon on Wednesday, November 9, 2022. *Please review the entire application packet before completing the application.*

Applications will not be accepted--regardless of project eligibility--unless the STEP I Project Eligibility Determination Form was submitted and approved by the Community Preservation Committee.

COMMUNITY PRESERVATION COMMITTEE  
Department of City Planning  
City Hall Room 303 | 133 William Street  
(508)979-1488 [cpa@newbedford-ma.gov](mailto:cpa@newbedford-ma.gov)

INTENTIONAL BLANK PAGE



CITY OF NEW BEDFORD  
**COMMUNITY PRESERVATION ACT FY23  
PROJECT APPLICATION**

**PROJECT INFORMATION**

PROJECT TITLE		WARD	
PROJECT LOCATION			
LEGAL PROPERTY OWNER OF RECORD			
CPA PROGRAM CATEGORY (Select relevant categories for your project)	<input type="checkbox"/> OPEN SPACE	<input type="checkbox"/> HISTORIC RESOURCE	
	<input type="checkbox"/> RECREATION	<input type="checkbox"/> HOUSING	
ESTIMATED START DATE		ESTIMATED COMPLETION DATE	
ONE SENTENCE DESCRIPTION OF PROJECT			

**APPLICANT INFORMATION**


APPLICANT ORGANIZATION NAME			
APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
CO-APPLICANT ORGANIZATION NAME (If applicable)			
CO-APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
PROJECT CONTACT PERSON			
MAILING ADDRESS			
TELEPHONE NUMBER		EMAIL:	

**BUDGET SUMMARY**

CPA FUNDING REQUEST (must match CPA request-line 1 of Project Budget on page 8)	\$
TOTAL BUDGET FOR PROJECT	\$

**SIGNATURES**

I/we attest that all information provided in this entire submission is true and correct to the best of my/our knowledge and that no information has been excluded which might reasonably affect funding. I/we authorize the Community Preservation Committee and/or the City of New Bedford to obtain verification from any source provided. I/we acknowledge and agree that a permanent restriction may be placed on the property as a condition of funding.

APPLICANT NAME (printed)	SIGNATURE 	DATE:
CO-APPLICANT NAME (printed)	SIGNATURE	DATE:

## Submission Checklist

The following items should be organized on your submitted flash drive in folders named for each applicable section below (e.g., Application, Financial, etc.). Please check off each item on this list if it is included in your submission packet. **Note: not all items will apply to each project.**

APPLICATION	
<input type="checkbox"/>	Application Information (page 1)
<input type="checkbox"/>	Submission Checklist (this page)
<input type="checkbox"/>	Narrative/Project Management/Category Specific Section/Financial (pages 3-7)
<input type="checkbox"/>	Project Schedule – Project Budget – Funding Sources Summary (page 8)
<input type="checkbox"/>	Construction Budget Summary – to be complete for construction projects ONLY (page 9)
<input type="checkbox"/>	Certificate of Vote of Corporation and Tax Compliance Certification (page 10) must be completed by both applicant and co-applicant. Completed by authorized board member. *Certificate of Vote named person must be different person from signer of the certificate.
FINANCIAL	
<input type="checkbox"/>	1 written quote from a contractor and 1 cost estimate from an architect <b>OR</b> 2 written quotes from a contractor <b>(Quotes must be submitted with application – late submissions will not be accepted)</b>
<input type="checkbox"/>	Proof of secured funding (commitment letters or bank statements), if applicable. <b>Please redact account numbers and any sensitive information.</b>
OWNERSHIP/OPERATION (NON-CITY)	
<input type="checkbox"/>	If the applicant is not the owner, attach documentation of site control or written consent of owner to undertake the project. <i>Applications will not be reviewed without this documentation.</i>
<input type="checkbox"/>	Certificate of Good Standing (if operating as a corporation)
<input type="checkbox"/>	501(c)(3) certification (if operating as a non-profit)
<input type="checkbox"/>	Purchase & Sale agreement or copy of current recorded deed, if applicable.
COMMUNITY SUPPORT	
<input type="checkbox"/>	Letters of support from residents, community groups, city departments, boards or commissions, etc.
PLANS & REPORTS	
<i>The following plans and reports, if available, will strength your application. <u>Submit in digital format only.</u> Applicants are encouraged to submit as much detail as possible.</i>	
<input type="checkbox"/>	Renderings, site plans, engineering plans, design/bidding plans, specifications, and any MAAB variance requests.
<input type="checkbox"/>	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
VISUAL	
<input type="checkbox"/>	Map of the property location (if applicable, show wetlands and wetland buffers, flood plain, water bodies, parks, open spaces, rails, and other features pertinent to the project). Applicants may use the City's interactive mapping website.
<input type="checkbox"/>	Photos of the project site (not more than four views per site) Digital copies <u>only</u> .
<input type="checkbox"/>	Catalog cuts (i.e. recreation equipment) if applicable.
FOR HISTORIC RESOURCE PROJECTS ONLY	
<input type="checkbox"/>	Documentation stating the project is listed on the State Register of Historic Places or a written determination from the New Bedford Historical Commission that the resource is significant in the history, archeology, architecture, or culture of New Bedford.
<input type="checkbox"/>	Photos documenting the condition of the property. Digital copies <u>only</u> .
<input type="checkbox"/>	Report or condition assessment by a qualified professional describing the current condition of the property, if available.
<input type="checkbox"/>	I/We have read the <b><i>U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties</i></b> and understand that planning for and execution of this project must meet these standards.

## PROJECT NARRATIVE

### 1 GENERAL NARRATIVE (1000 Character Maximum)

- Describe the project's location, the property involved and its proposed use.
- Describe the proposed scope of work.

### 2 COMMUNITY NEED (1000 Character Maximum)

- What community need(s) will this project address? How does the project benefit the public and what populations(s) will it serve? If it serves a population currently underserved, please describe.
- How does the project preserve and enhance the character of New Bedford?

### 3 GOALS & OBJECTIVES (1000 Character Maximum)

- Describe the project's goals and objectives. The objectives must be specific, measurable, achievable and realistic.
- How does the project meet the general and category-specific priorities outlined in the Community Preservation Plan or other current relevant planning documents?

**4 MEASURING SUCCESS (1000 Character Maximum)**

- *How will the success of this project be measured?*

**5 COMMUNITY SUPPORT (1000 Character Maximum)**

- *Explain the level of community support this project has received. If possible, please include letters of support from any groups or individuals who have endorsed this project.*

**6 CRITICAL NEED (1000 Character Maximum)**

- *Is this project of an urgent nature?*
- *Is there a deadline or factors not controlled by the applicant (i.e. opportunity for immediate acquisition, opportunity to leverage available non-CPA grant or other financial opportunity)?*
- *For historic resource applications only, is the property at risk for irreparable loss? If so, please include a condition assessment from a qualified professional if available.*

# PROJECT MANAGEMENT

## 1 APPLICANT INFORMATION (1000 Character Maximum)

- Describe applicant. Is applicant a public, private non-profit, private for-profit, an individual, a partnership, or another type of entity? What is their history and background?
- Identify and describe the roles of all participants (applicants, architects, contractors, etc.) including the project manager.
- Describe any past projects of similar type and scale, or experience that demonstrates the applicant's ability to carry out this project.

## 2 PROJECT FEASIBILITY (1000 Character Maximum)

- List and explain further actions or steps required for completion of the project, such as environmental assessments, zoning or other permits and approvals, agreement on terms of any required conservation, affordability or historic preservation agreements, subordination agreements, and any known or potential barriers or impediments to project implementation.

## 3 PROJECT MAINTENANCE (1000 Character Maximum)

- Please explain the long-term maintenance plan for the completed project.

## COMPLETE FOR HISTORIC RESOURCE PROJECTS ONLY

### CPA Compliance (1000 Character Maximum)

- Describe how the proposed project complies with the [U.S. Secretary of the Interior's Standards for Rehabilitation](#), as required by the CPA legislation under the definition of rehabilitation.
- Describe how the applicant will ensure compliance with these standards as the project is ongoing, including an identification of who will make historic preservation determinations.

## COMPLETE FOR PROJECTS WITH ACCESSIBILITY REQUIREMENTS ONLY

### CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with the [ADA/MAAB Regulations](#).

## COMPLETE FOR COMMUNITY HOUSING PROJECTS ONLY

### CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with CPA affordability requirements (100% of AMI for New Bedford)
- Describe the number and types of units (e.g.: 1br, 2br).
- Provide a complete Development Budget and an Operating Budget (for rental properties).



## PROJECT FINANCIAL INFORMATION

### 1 FINANCIAL INFORMATION (2000 Character Maximum)

- Describe all successful and unsuccessful attempts to secure funding and/or in-kind contributions, donations, or volunteer labor for the project. A bullet point list is acceptable.
- Will the project require CPA funding over multiple years? If so, provide estimated annual funding requirements.
- What is the basis for the total CPA request?
- How will the project be affected if it does not receive CPA funds or receives a reduced amount?

## PROJECT SCHEDULE – PROJECT BUDGET – FUNDING SOURCE SUMMARY

### PROJECT SCHEDULE

Please provide a project timeline below, noting all project milestones. Please note the City Council must approve all appropriations of CPA funds. Grant funding will not be available for disbursement until July 1, 2023.

	ACTIVITY	ESTIMATED DATE
PROJECT START DATE:		
PROJECT MILESTONE:		
50% COMPLETION STAGE:		
PROJECT MILESTONE:		
PROJECT COMPLETION DATE:		

### ANTICIPATED PROJECT BUDGET

Please include a **complete itemized budget** of all project expenses, including the proposed funding source for each expense, with your application. Note: CPA funds cannot be used for maintenance.

If the project received CPA funds in another fiscal year, please include this amount on a separate line, not on line 1.

FUNDING SOURCES		EXPENSES				
		STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
1	NEW BEDFORD CPA***	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$
3		\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
6		\$	\$	\$	\$	\$
7		\$	\$	\$	\$	\$
TOTAL PROJECT COSTS		\$	\$	\$	\$	\$

\* Soft costs include design, professional services, permitting fees, closing costs, legal, etc.

\*\* Construction refers to new construction, rehabilitation, preservation, restoration work, and/or accessibility related expenses.

\*\*\*New Bedford CPA (Line 1) amount should match the amount requested on the application cover page.

### ANTICIPATED FUNDING SOURCE SUMMARY

Please explain the current status of each funding source (i.e., submitting application on X date, applied on X date, received award notification on X date, funds on hand, etc.). For sources where funding has been awarded or funds are on hand, please include documentation from the funding source (e.g., commitment letter, bank statement) in application packet.

FUNDING SOURCE	STATUS OF FUNDING
1	
2	
3	
4	
5	
6	
7	

**CONSTRUCTION BUDGET**  
To be completed for construction projects only

ACTIVITY	CPA FUNDS	OTHER FUNDS	TOTAL
<b>Acquisition Costs</b>			
Land	\$	\$	\$
Existing Structures	\$	\$	\$
Other acquisition costs	\$	\$	\$
<b>Site Work (not in construction contract)</b>			
Demolition/clearance	\$	\$	\$
Other site costs	\$	\$	\$
<b>Construction/Project Improvement Costs</b>			
New Construction	\$	\$	\$
Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$
Construction contingency (30%)	\$	\$	\$
Other		\$	\$
<b>Architectural and Engineering (See Designer Fee Schedule for guidance):</b> <a href="https://www.mass.gov/files/design_fee_schedule- dsb_2015_2007.pdf">https://www.mass.gov/files/design_fee_schedule- dsb_2015_2007.pdf</a>			
Architect fees	\$	\$	\$
Engineering fees	\$	\$	\$
Other A & E fees	\$	\$	\$
<b>Other Owner Costs</b>			
Appraisal fees	\$	\$	\$
Survey	\$	\$	\$
Soil boring/environmental/LBP	\$	\$	\$
Tap fees and impact fees	\$	\$	\$
Permitting fees	\$	\$	\$
Legal fees	\$	\$	\$
Other	\$	\$	\$
<b>Miscellaneous Costs</b>			
Developer fees	\$	\$	\$
Project reserves	\$	\$	\$
Relocation costs	\$	\$	\$
<b>Project Administration &amp; Management Costs</b>			
Marketing/management	\$	\$	\$
Operating/Maintenance	\$	\$	\$
Taxes	\$	\$	\$
Insurance	\$	\$	\$
Other	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of \_\_\_\_\_(organization) duly called and held on \_\_\_\_\_, 20\_\_\_\_ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_(person), the \_\_\_\_\_(title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_(Affix Corporate Seal)  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

=====

**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Date

COMMUNITY PRESERVATION COMMITTEE  
Department of City Planning  
133 William Street, City Hall Room 303  
New Bedford, Ma 02740

November 1, 2022

Dear Community Preservation Committee Members,

Please accept this letter of support for the proposed project to replace the roof at the Brooklawn Park Ricketson Nature Center, add panic bars to the exit doors for easy public access, and two picnic tables for program use at the Ricketson Nature Center. The Ricketson Nature Center is a community center used to expose youth to nature studies and for community meetings and events. The addition of the nature studies activities in the center, supports the work that the Friends of Brooklawn Park do in the park and on the Ricketson Nature Trail. Many families take advantage of the programming to help them keep youth engaged and safe during out of school time hours.

The project aligns with the CPA preservation and rehabilitation use for a City building. The upgrades will make the building safer for public use while providing needed amenities for youth programs. We hope that this request will be viewed favorably for funding by Community Preservation Committee members.

Sincerely,

*Michael Amaral*

Michael Amaral, Chair, Friends of Brooklawn Park

**Quote #**  
**WQ 314918**

Here is the Quote as per your request. The 'Shipping' total has been applied.  
To place an order, simply click 'Submit Order Confirmation' below.  
Please print this page for your records.  
Customer Order Confirmation is **required** to process order.



627 Amersale Drive  
Naperville, IL. 60563  
sales@belson.com

Toll Free: 1-800-323-5664  
Phone: 1-630-897-8489  
Fax: 1-630-897-0573

**QUOTE #**  
**WQ 314918**

**Expired 10/28/2022**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
238-EV6	E-Series 6' Picnic Table, 2" x 10" Seat Planks, Black Powder-Coated Frame, Diamond (1 to 2 Units) Green Top/Seats	180	2	\$972.00	\$1,944.00
		Subtotal	360	Subtotal	\$1,944.00
		<input type="checkbox"/> 0.0000% Tax			\$0.00
		Shipping			\$751.27
		Grand Total			\$2,695.27

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

**Bill To:****Ship To:**

First/Last Name Valovia Costa

Company City of New Bedford Parks,  
Recreation & B

Address 1 181 Hillman Street

Address 2

City New Bedford

State MA

Zip Code 02740

Country USA

Phone 5086854677

Fax

Email Valovia.costa@newbedford-ma.gov

Ship To City of New Bedford Parks,  
Recreation & B

Address 1 1105 Shawmut Ave

Address 2

City New Bedford

State MA

Zip Code 02740

Country USA

Phone 5086854677

Contact Valovia Costa

Email Valovia.costa@newbedford-ma.gov

**Additional Delivery Services**

- ☐ Phone Call 24 Hours Prior to Delivery◇
- ☒ Delivery to Residential or Non-Commercial Truck Route Addresses
- ☐ Power Liftgate Service◇ - Driver will lower shipment from the truck to the ground (Only)

**Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.**

◇ Does Not apply to UPS shipments

**Special Instructions**

**Intended Payment Method**



Visa



MasterCard



American Express



Discover



Check with Order



On Account

**Order Confirmation Method — Customer Confirmation is Required to Complete Order**☒ Email Order Confirmation Valovia.costa@newbedford-ma.gov☐ Fax Order Confirmation☐ Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Valovia Costa

Phone 5086854677

[Submit Order Confirmation](#)[Cancel Order](#)



24 Ernest Street  
 New Bedford, MA 02745  
 Phone Number: 508-509-4414  
 Fax Number: 508-858-5048  
 Email: info@coutoconstruction.com

### Customer Information

<b>Valovia Costa</b> 1997 Acushnet Ave New Bedford MA 02745	(508)685-4677 Valovia.costa@newbedford-ma.gov	<b>Date: 11/01/2022</b> Rep: James Sylvia
---	--	--

<b>Locations INCLUDED in scope of work to be performed</b>	Full roof
<b>Locations EXCLUDED in scope of work to be performed</b>	None

### Job Specifications

<b>Tear off up to 2 layers of existing roof system consisting of</b>	Asphalt
<b>Roofing Package</b>	Standard Package
<b>Shingle Color</b>	To Be Determined
Customer Initials _____	
<b>Repair and replace as needed up to 64 LF Ledger board or 64 Sqft. of plywood consisting of:</b>	PlyWood CDX
<b>Install Drip Edge</b>	Install F8 drip edge to perimeter of roof surface
<b>Drip Edge Color</b>	White
Customer Initials _____	
<b>Ice and Water Shield</b>	Install Standard Ice and Water Shield along first coarse and penetrations
<b>Install Underlayment</b>	Install standard synthetic felt underlayment to remainder of roof deck surface.
<b>Starter Strip Type</b>	Install standard starter
<b>Install New Shingle Style</b>	Tamko Titan XL
<b>Remove and Replace existing vent pipe boots with new pipe Boots</b>	2
<b>Install Pipe Flange</b>	Not Included
<b>Install Ridge Vent attic ventilation to all appropriate areas (Length)</b>	85
<b>Ridge Vent Style</b>	Install Viper Ridge Exhaust Vent
<b>Hip and Ridge Cap</b>	Install Tamko Hip and Ridge Caps at all pertaining hips and ridges
<b>Install Chimney Flashing (roof surface meets chimney) in all applicable areas</b>	2
<b>Install Step (diagonal) Flashing in all applicable areas.</b>	Yes
<b>Warranties</b>	5 year Couto Construction workmanship warranty. Tamko standard 50 year manufacturer warranty
<b>Permitting</b>	Included



## Skylights

### Skylight Extension Rod

0

Couto Construction urges the Purchaser to replace all Skylights at the time of roof replacement because it is impossible to avoid damaging the existing Skylight during Roof replacement.

The risk of penetrating a seal during installation of flashing is extremely high, resulting in almost certain water leakage in the near future. Vibrations caused by stripping and installing the Roof will also undermine the integrity of the existing Skylight.

In addition, if the Purchaser chooses not to replace the trim to any Skylights, existing openings will not match new Skylights, causing a section of the interior to have a gap that will require interior finish work, including painting. This interior finish work is not part of Couto Construction's work and is the Purchaser's responsibility. This also pertains to custom ordered Skylights.

Replacing a skylight will not require an installer to enter the home. However, dust and debris may fall into the home and will require Purchaser to protect the interior area below. Interior trim work and painting may need to take place after new skylight is installed and is not part of the work to be performed by Couto Construction. If the skylight ordered becomes a special order, the contract amount will increase, as the initial price is not priced for special order, unless noted otherwise in the contract.

### Additional Details

Cleanup job site, haul away debris, and run magnetic roller.

Roofing creates a significant amount of noise, vibration, dust, and debris during installation.

Noise: Power Tools, compressors, nail guns, and hand tools are noisy and often loud.

Vibration: Purchaser should protect and secure all items in the home and on the walls to avoid damage caused by vibration.

Dust & Debris: Attics and open garages may experience some debris falling between roof deck boards.

Experience shows that protecting those areas is best done by the Purchaser. Couto Construction cannot be responsible for cleaning the Purchaser's attic or garage during or after installation.

Couto Construction suggests covering or removing any items that need protection in order to avoid possible damage. Windows should be closed during installation to avoid dust coming into the home.

### Potential Unforeseen Costs

Purchaser has completely read, and fully understands that all plywood/deck board replacement over the included 64sqft. will be charged in addition to the total contract amount. Each roofing project includes, at no additional cost to Purchaser, replacement of up to 64 sqft of plywood/deck board in the event replacement is necessary.

Pricing includes removal and disposal of asphalt fiberglass roofing only, unless specified otherwise. Any additional layers found over the amount specified will incur an additional charge.

Price does not include any removal or disposal of asbestos roofing. If asbestos roofing is found during the roof-removal process, the Contract Amount is subject to change.

### Acknowledgements and Notifications.

Any belongings inside of the attic should be protected by the Purchaser as saw dust and debris can fall inside of the attic during the installation. Couto Construction is not responsible for the cleaning of attic debris unless specified otherwise. All other debris on the outside of the house will be cleared upon project completion.

The Purchaser understands that when Couto Construction strips the roof along the side of dormers/side walls any chipping of paint, rotted wood, or any adjustments to siding is not the responsibility of Couto Construction unless specified otherwise.

I have reviewed and fully understand all of the above. (Customer Initials) \_\_\_\_\_

This space intentionally left blank



24 Ernest Street  
 New Bedford, MA 02745  
 Phone Number: 508-509-4414  
 Fax Number: 508-858-5048  
 Email: info@coutoconstruction.com

### Customer Information

**Valovia Costa**

1997 Acushnet Ave  
 New Bedford MA 02745

(508)685-4677

Valovia.costa@newbedford-ma.gov

**Date: 11/01/2022**

Rep: James Sylvia

**Locations INCLUDED** in scope of work to be performed

Full building

**Locations EXCLUDED** in scope of work to be performed

None

### Gutters & Downspouts

**Gutter & Downspout Preparation**

Remove Existing

**Gutter Type 1**

K Style 5inch .032 Thickness

**Gutter Length**

180LF

**Downspout Length Type 1**

80LF

**Gutter Color**

White

**Downspout Color**

White

### Acknowledgements & Notifications.

There are no Acknowledgements & Notifications at this time.

This space intentionally left blank



24 Ernest Street  
New Bedford, MA 02745  
Phone Number: 508-509-4414  
Fax Number: 508-858-5048  
Email: info@coutoconstruction.com

### Customer Information

**Valovia Costa**  
1997 Acushnet Ave  
New Bedford MA 02745

(508)685-4677  
Valovia.costa@newbedford-ma.gov

**Date: 11/01/2022**  
Rep: James Sylvia

### Custom Specifications

**Item Name:**

3 steal doors with emergency bar

### Additional Details

Cleanup job site and haul away debris, also run magnetic roller.

This space intentionally left blank



24 Ernest St, New Bedford, MA 02745  
 Office (508) 509-4414 Fax (508) 858-5048  
 Massachusetts Home Improvement Contractor Registration # 165756  
 Massachusetts Contractor Supervisor # 096628  
 Rhode Island Residential/Commercial Contractor Registration # 37712

**Valovia Costa**  
 1997 Acushnet Ave  
 New Bedford MA 02745

(508)685-4677  
 Valovia.costa@newbedford-ma.gov

**Date: 11/01/2022**  
 Rep: James Sylvia

**\*\*This Page is not used for product details and is used for payment options only. All product details must be disclosed on work orders\*\***

The undersigned Purchaser, being the owner(s) of the Premises, hereby engage the services of Couto Construction INC. and Couto Construction hereby agrees to furnish, deliver and install certain home improvements to the Premises (the "Work") pursuant to and in accordance with the Specifications set forth on page(s) attached hereto and made a part hereof (the "Contract") for the following Contract Amount: (including any applicable discounts)

<b>Total Contract Amount</b>	<b>\$30,890.00</b>
<b>Final Contract Amount</b>	<b>\$30,890.00</b>

### Cash Payment

<b>Amount Paid in Cash</b>	<b>\$30,890.00</b>
<b>Cash Deposit</b>	<b>\$3,100.00</b>
<b>Cash Due at Start of Job / Delivery of Materials</b>	<b>\$15,000.00</b>
<b>Cash Due Halfway Through Job Completion</b>	<b>\$8,000.00</b>
<b>Cash Due Upon Completion</b>	<b>\$4,790.00</b>
<b>Form of Payment</b>	Cash

**Estimated Starting Date** 12/01/2022

**Estimated Completion Date** 01/01/2023

### Disclaimer

Please note that this is just an estimated start date, this does not mean that your job will start on this specific date, this day is subject to change based on weather, delay in deposit, picking siding/roof color, etc.

This space intentionally left blank

**Additional Details**

All materials are guaranteed to be as specified in the Contract. All Work to be completed in a workmanlike manner according to industry standard practices. Any alteration, deviation and/or changes in the Work will become an extra cost above the Contract Amount. Couto Construction Reserves the right, in all events and at any time or times, to require Purchaser to pay all or any portion of the Contract Amount in escrow to Couto Construction's attorney if Couto Construction determines, in its sole and absolute discretion, such action is warranted to assure that Couto Construction will be paid for the Work.

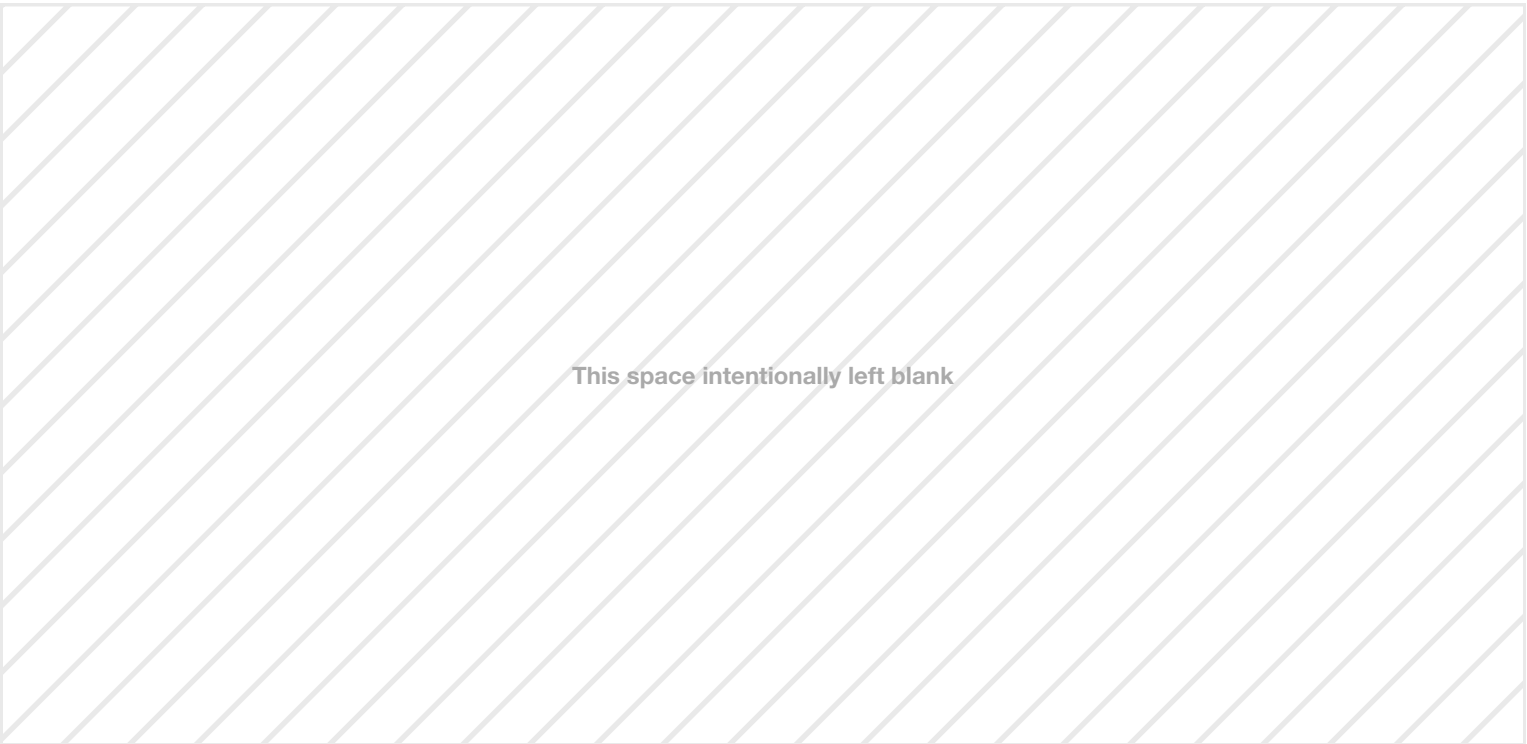
The escrow shall be in form and content acceptable to Couto Construction. Couto Construction's workers shall be fully covered by a comprehensive Insurance Program. This Contract shall not be binding on Couto Construction until it has been countersigned below by a duly authorized officer of Couto Construction. Title to the materials and equipment to be installed according to the terms of this Contract shall remain in Couto Construction so long as there remains a balance due. Purchaser agrees to pay all expenses incurred by Couto Construction, including reasonable attorneys' fees, in the event of any day default hereunder by Purchaser. Refusal by Purchaser to permit Couto Construction to commence Work shall entitle Couto Construction to payment from Purchaser of a sum of money equal to 20% of the Contract Amount, as fixed, liquidated and ascertained damages, and not as a penalty, without further proof of loss or damage. Any other breach of this Contract by the Purchaser for any reason whatsoever shall entitle Couto Construction to recover all damages sustained by it as a result of said breach, including reasonable attorney's fees and costs.

Manufacturer's warranties will be validated upon completion of Work by Couto Construction, Purchaser making full payment to Couto Construction of the entire Contract Amount and execution and delivery of a Completion Certificate by Purchaser.

Purchaser hereby acknowledges that he/she/they have read and fully understand the provisions of the Contract and receipt of the following materials which are incorporated herein by reference and made a part hereof:

Notice of Possible Mechanic's Lien \_\_\_\_\_

Two (2) Notices of Cancellation \_\_\_\_\_



This space intentionally left blank

Couto Construction is not responsible for any existing electrical wiring, service wiring, cable, phone and or camera wiring of any kind. Couto Construction is not liable or responsible for any plumbing, plumbing fixtures, water piping, heating/ cooling lines ,drains and or gas/fuel lines pertaining to the Premises. Renovations do require Couto Construction to work with and around the above mentioned components mentioned above.

Electrical, plumbing and heating lines can be affected by the installation of siding, roofing and alterations done to the Premises. Electrical and plumbing located in walls can be struck by nails/ fasteners during alterations. Repairs/replacement to such components are the responsibility of the Purchaser.

All vehicles must be removed from driveway to allow for material delivery and for the dumpster to be placed in the driveway. Purchaser also gives consent for the dumpster to be placed in the driveway on the Premises.

Couto Construction is not responsible for any damages, cracks, or of settling of driveway. Also, it is the responsibility of the Purchaser to notify the neighboring properties as well as to plan access to required neighboring properties when requested by Couto Construction.

Couto Construction and its distributors regularly over stock materials on job sites to maintain production efficiency, the Purchaser is not charged for over stock, therefore all materials remaining after the job completion are the property of Couto Construction and will be removed from the job site. There will be no credits for surplus/additional materials.

#### Payment:

Purchaser agrees to pay Couto Construction in full for all amounts due, including sales taxes, promptly in accordance with the payment terms of this Contract. Outstanding balances will accrue interest at eighteen percent (18%) per annul (1.5% per month)

until paid. Purchaser agrees to place a deposit upon signing this Contract. If credit or payment terms are agreed to, the Purchaser hereby authorizes Couto Construction to obtain and share Purchaser's credit reports and/or credit history with any finance companies. All materials will remain property of Couto Construction until Couto Construction has received payment in full. Failure to make timely full payment entitles Couto Construction, in its sole discretion, to remove and retain all products and/or materials, including those in use, from the Premises.

#### Permits:

Any specialty permits, variances, parking, and dumpster permits required by any municipal and/or state officials/officers will result in an additional cost of such permits and compensation for time allocated to obtain the permits. Specialty permits are any permits that require additional documentation other than the standard permit application and insurance requirements. If the permit application requires engineering, plans for approval, approvals from other departments such as fire, water, electrical, engineering, health and historical departments such permits are classified as specialty permits. Specialty permits require more review and approvals which in return require substantial amount of time before permit can be released.

Standard permits are submitted with a standard building permit application and are submitted and released in a timely manner. Within 1 weeks time.

#### Engineering:

Couto Construction is not responsible for any engineering and/or design fees or changes required by local and/or state officials. Engineering costs, including drawings, specifications, and/or plans, are not the responsibility of Couto Construction unless noted otherwise in the Contract.

The work to be performed is specific to this Contract. Anything that is not specified in the signed Contract is not included and will not be performed.

#### Gutter, Satellite Dishes:

Couto Construction will make every effort to protect the Purchaser's existing gutters; some minor scratches and/or dents may occur. Couto Construction, in its sole discretion, may replace a section of gutter at its own expense if more than minor damage has occurred. Lightning rods, weather vanes, AC Units and other mounted projections may require disassembly and reinstallation. Couto Construction is not responsible for the conditions of these items during removal, storage and/or reinstallation.

#### Job Completion:

Upon the completion of Work, Purchaser will be asked to sign a Completion Certificate and pay the outstanding balance of the Contract Amount. Couto Construction's installers are authorized to accept

## Arbitration/Waiver of Jury Trial

Any claim or dispute arising out of or relating to this Contract or the breach, interpretation, or enforceability thereof, shall be exclusively resolved by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Any decision or award under such arbitration shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The parties further agree that any arbitration proceeding commenced pursuant to this provision shall be conducted in the state wherein the work was performed and all administrative expenses associated with such arbitration shall be borne equally by the parties. The parties do not intend, nor should this provision be construed, to limit or otherwise restrict Contractor's rights to an attachment, enforce a mechanics' lien, or pursue other judicial remedies to secure its claims.

## Limitations Period

No arbitration may be commenced against Contractor by or through Customer arising out of relating to this Contract or the breach, interpretation or enforceability thereof, unless such arbitration shall be commenced within three (3) years from the date of substantial completion of the Scope of Work to be performed by Contractor, or if the Scope of Work is not substantially completed by Contractor for any reason, within three (3) years from the date any employee of Contractor last performed work on the project.

## Notice of Cancellation

**You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you sign this Contract. If you cancel, your cancellation notice must state that you do not wish to be bound by the Contract and mailed by registered or certified mail not later than midnight three (3) days following you signing this Contract, excluding Sunday and any holiday on which regular mail deliveries are not made. Cancellations must be mailed to: 24 Ernest Street, New Bedford, MA 02745.**

This Notice is made in compliance with R.I. Gen Laws §§ 6-28-4(c)(2), 5-65-3(h)(1)(iii), and 5-65-27.

## Notice to Customer

(1) Do not sign this Contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this Contract at the time you sign it. (3) You may at any time pay off the full unpaid balance due under this Contract, and in so doing you may be entitled to receive a partial rebate of any finance and insurance charges. (4) Contractor has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this Contract. (5) You may cancel this Contract if it has not been signed at Contractor's main office or branch office, provided you notify Contractor at his or her main office or branch office as shown in this Contract registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made. See attached Notice of Cancellation for an explanation of your rights.

James Sylvia

**11/01/2022**

Date

Valovia Costa

**11/01/2022**

Date

Massachusetts Home Improvement Contractor Registration # 165756

Rhode Island Residential/Commercial Contractor Registration # 37712

This space intentionally left blank

**Notice of Possible Mechanic's Lien**

To: Valovia Costa

Contractor is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon the land at 1997 Acushnet Ave

New Bedford MA 02745 under contract with you. This is a notice that Contractor and any other persons who provide labor and materials for the improvement under contract with Contractor may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with Contractor receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land. Failure of Contractor to adhere to the provisions of R.I. Gen. Laws § 5-65-3(o) may result in a one thousand dollars (\$1,000) fine against Contractor and shall not affect the right of any person performing work or finishing materials of claiming a lien pursuant to the Rhode Island General Laws. However, such person failing to provide such notice shall indemnify and hold harmless any owner, lessee or tenant, or owner of less than the fee simple from any payment or costs incurred on account of any lien claims by those not in privity with them, unless such owner, lessee, or tenant, or owner of less than the fee simple shall not have paid such person.

Pursuant to R.I. Gen. Laws § 5-65-18 all written contract entered into between a contractor and a property owner must contain a statement that the contractor, subcontractors, or material persons may file a lien in accordance with the Rhode Island Mechanics Lien Act, Chapter 28 of Title 34 of the Rhode Island General Laws.

This space intentionally left blank



Notice of Cancellation Form

Your Rights:

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made.

If you cancel this transaction, any payments, including any note or evidence of indebtedness, made by you under the Contract will be returned to you within twenty (20) business days following receipt by Contractor of your cancellation notice. In certain circumstances, Contractor may retain a cancellation fee which shall not exceed five (\$5.00) dollars. You may also be able to retain possession of goods delivered to you by Contractor until Contractor has fulfilled certain obligations, including returning all payments made by you. If Contractor’s services performed before the Contract was cancelled resulted in the alteration of your property, Contractor may be required to restore the property to substantially as good condition as it was at the time the services were rendered.

How to Cancel:

If you decide to cancel this transaction, you must send by registered or certified mail a written notice which states your intention to cancel the transaction or you may use this notice by signing and dating below to:

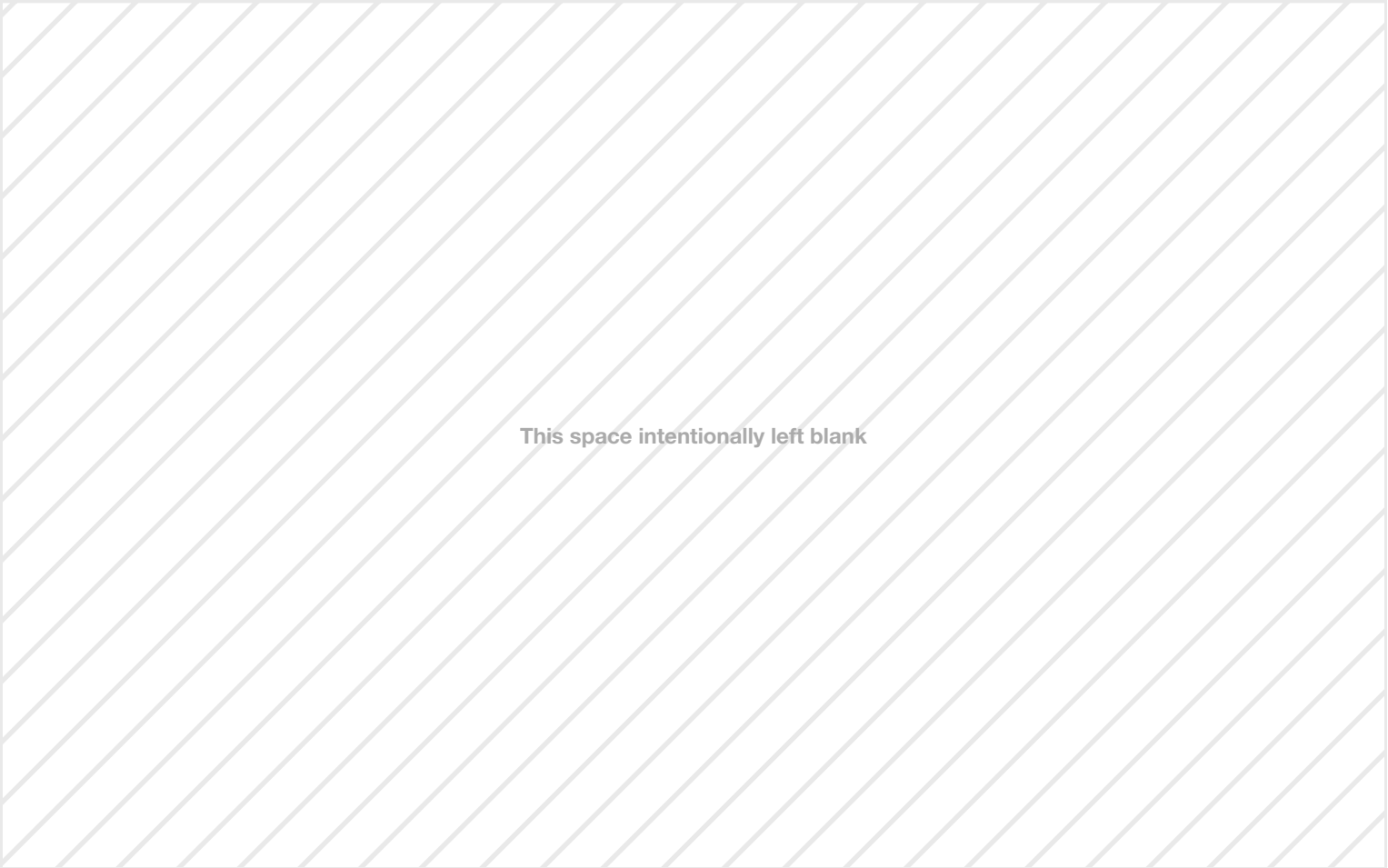
24 Ernest Street, New Bedford, MA 02745

Keep one copy of this notice for your records because it contains important information.

I WISH TO CANCEL

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Notice of Cancellation Form****Your Rights:**

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made.

If you cancel this transaction, any payments, including any note or evidence of indebtedness, made by you under the Contract will be returned to you within twenty (20) business days following receipt by Contractor of your cancellation notice. In certain circumstances, Contractor may retain a cancellation fee which shall not exceed five (\$5.00) dollars. You may also be able to retain possession of goods delivered to you by Contractor until Contractor has fulfilled certain obligations, including returning all payments made by you. If Contractor's services performed before the Contract was cancelled resulted in the alteration of your property, Contractor may be required to restore the property to substantially as good condition as it was at the time the services were rendered.

**How to Cancel:**

If you decide to cancel this transaction, you must send by registered or certified mail a written notice which states your intention to cancel the transaction or you may use this notice by signing and dating below to:

24 Ernest Street, New Bedford, MA 02745

Keep one copy of this notice for your records because it contains important information.

**I WISH TO CANCEL**

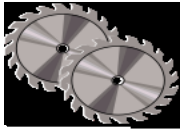
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This space intentionally left blank

Roof 1.1





20 Query Street  
New Bedford, MA 02745

Bus: 508-992-7112  
Fax: 508-992-7429

**Submitted To: City of New Bedford**  
**ATTN: Valovia Costa**

**Project: Nature Center Renovations**

The Following Proposal is for **Nature Center Renovations**

➤ ***Roof Scope:***

***Roof Scope: \$16,500.00***

- Removal of existing asphalt roofing system down to the existing roof sheathing.
- Installation of new Ice&Water shield throughout the entire roof area.
- Installation of new Architectural asphalt roofing system with all appropriate accessories.
- Disposal Included.
- Permits Included.

➤ ***Gutter Scope:***

***Gutter Scope: \$3,650.00***

- Removal of existing gutter system in it's entirety.
- Installation of a new 5" K style gutter system with PVC pipe downspouts for protection.
- Disposal Included.

➤ ***Door Scope:***

***Door Scope: \$8,300.00***

- Removal of the existing 3 doors in their entirety.
- Installation of 3 new commercial 6 panel doors with door closers, new hardware, and panic bars.
- Disposal Included.

- *Estimate Valid for 30 Days*
- *Electrical by others*
- *Plumbing by others*
- *Painting Not Included*

*Brian DeAraujo* 9/27/22  
\_\_\_\_\_  
DDC Construction, Inc. Rep. Date

## CPA HISTORIC RESOURCE EVALUATION FORM

Historic Resource Information	
PROPERTY NAME:	Ricketson Nature Center
PROPERTY LOCATION:	Brooklawn Park
PROPERTY AGE:	Early 20 <sup>th</sup> Century
PROPERTY TYPE:	Municipal Community Center

YES	NO	Buildings and Structures
Cultural or Historic Association:		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resource is associated with the broad architectural, cultural, economic, industrial, political or social history of the City of New Bedford.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resource is associated with one or more important persons or events.
Architectural/Design Quality:		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resource possesses distinctive design or physical characteristics in terms of period, style, or method of building construction.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resource is associated with a famous architect or builder.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resource possesses high artistic values.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resource has architectural significance, either by itself or in the context of a group of buildings or structures.
Integrity:		
<input type="checkbox"/>	<input type="checkbox"/>	Resource retains integrity.

YES	NO	Vessels, Real Property, Documents, and Artifacts
<input type="checkbox"/>	<input type="checkbox"/>	Resource is a complete set of materials or records.
<input type="checkbox"/>	<input type="checkbox"/>	Resource illustrates the site of an important historic event.
<input type="checkbox"/>	<input type="checkbox"/>	Resource identifies a person or group of persons who have impacted the community.
<input type="checkbox"/>	<input type="checkbox"/>	Resource exemplifies the cultural, economic, industrial, social, or political heritage of the City.
<input type="checkbox"/>	<input type="checkbox"/>	Resource represents the work of a master craftsman, artist, etc.
<input type="checkbox"/>	<input type="checkbox"/>	Resource possesses high artistic values.
<input type="checkbox"/>	<input type="checkbox"/>	Resource can be used to inform an area of scholarship.
<input type="checkbox"/>	<input type="checkbox"/>	Resource retains integrity.

YES	NO	NBHC Determination of Significance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>NOTES:</b> Mayor Charles S. Ashley used Works Progress Administration funds to demolish the Bristol, Acushnet, and Potomska textile mills and use the recycled bricks to construct a number of public buildings in the city. The building is significant due to its association with the WPA and the employment of local workers to construct the building.		



Legend

Property Boundary

Ricketson Nature Center



Ortho View of Site

Ricketson Nature Center, Brooklawn Park



Date: 11/7/2022

050100

Feet

1 inch = 108 feet







