



CITY OF NEW BEDFORD  
MASSACHUSETTS  
ENGINEERING- 508-979-1550

APPLICATION FOR  
CONSTRUCTION OF  
PAVED  
SIDEWALK/ DRIVEWAY

Expires: 1-6-2022

Application No. 11663

Date: 1-6-2021

Property Owner: New Bedford Port Authority Tel: \_\_\_\_\_

Address: 125 MacArthur Dr. New Bedford MA State \_\_\_\_\_ zip code \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_

The above hereby request permission to construct a paved: \_\_\_\_\_ driveway / X sidewalk  
located at 125 MacArthur Dr, plot 42, lot 272 in accordance  
with the terms and conditions set forth herein, and the Ordinances of the City of New Bedford.

Sidewalk	Dimensions	Driveway	Width (ft)
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Residential	_____
<input checked="" type="checkbox"/> Commercial	_____	<input type="checkbox"/> Commercial	_____
<input type="checkbox"/> Bituminous Concrete	_____	<input type="checkbox"/> Relocation / Widening	_____
<input checked="" type="checkbox"/> Concrete Full Width	_____	<input type="checkbox"/> Curb Removal	_____
<input type="checkbox"/> Concrete w/ Grass Ribbon	_____	<input type="checkbox"/> Concrete	_____
<input type="checkbox"/> Curb needed	_____	<input type="checkbox"/> Bituminous Concrete	_____

Comments: Repeating 5 concrete squares damaged

Bonded Contractor: Morgado Company Tel: 508.997.1032

Traffic Commission: \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Building Dept.

\_\_\_\_\_ Approved (New Building)  
X Approved - Bldg. Permit # B-20-2528  
\_\_\_\_\_ Rejected

Danny Ramonczyk AS  
Signature \_\_\_\_\_

Engineering Dept. \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_

Perding Site Visit \_\_\_\_\_ Signature \_\_\_\_\_

Permit / Inspection fee of \$150.00 must accompany this application.

Special Requirements:

Contractor to call 24 hrs. in advance for pre-inspection (prior to pouring). If curbing is removed, it must be returned in whole pieces within 24 hrs. to the D.P.I. City Yard on Liberty St. (btwn Parker St. & Durfee St.) accompanied with original curbing receipt.

Waived fee per DP1 Henry  
PAID: \_\_\_\_\_ Check # Shue

Stephen Lancaster  
Supervising Civil Engineer

By: Luella Thomas

\* Sarah Morgado  
Print name: (property owner/representative)

\* Sarah Morgado  
Signature: (property owner/representative)





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Street \_\_\_\_\_ City \_\_\_\_\_

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<input type="checkbox"/> Bituminous Concrete	_____	<input type="checkbox"/> Relocation / Widening	_____
<input checked="" type="checkbox"/> Concrete Full Width	_____	<input type="checkbox"/> Curb Removal	_____
<input type="checkbox"/> Concrete w/ Grass Ribbon	_____	<input type="checkbox"/> Concrete	_____
<input type="checkbox"/> Curb needed	_____	<input type="checkbox"/> Bituminous Concrete	_____

Comments: Replacing 5 concrete squares damaged

Bonded Contractor: Morgado Company Tel: 508.999.1032

Traffic Commission: \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Building Dept.

\_\_\_\_\_ Approved (New Building)  
☒ Approved - Bldg. Permit # B-20-2528  
\_\_\_\_\_ Rejected

Danny Rancavsky  
Signature \_\_\_\_\_

Engineering Dept. \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_

Permit Side Visit \_\_\_\_\_ Signature \_\_\_\_\_

Permit / Inspection fee of \$150.00 must accompany this application.

Special Requirements:

Contractor to call 24 hrs. in advance for pre-inspection (prior to pouring). If curbing is removed, it must be returned in whole pieces within 24 hrs. to the D.P.I. City Yard on Liberty St. (btwn Parker St. & Durfee St.) accompanied with original curbing receipt.

Waived fee per DP1 Permit  
PAID: \_\_\_\_\_ Check # 5822

Supervising Civil Engineer \_\_\_\_\_  
Print name: (property owner/representative)

By: \_\_\_\_\_  
Signature: (property owner/representative)



*Contract / Permiss*  
AGREEMENT FOR THE PAVING OF PARKING LOT AT 123 MACARTHUR  
DRIVE NEW BEDFORD, MA BETWEEN  
THE NEW BEDFORD HARBOR DEVELOPMENT COMMISSION D/B/A NEW  
BEDFORD PORT AUTHORITY  
AND  
MORGADO COMPANY INC

WHEREAS, the New Bedford Harbor Development Commission, d/b/a the New Bedford Port Authority (hereinafter "NBPA") has recently acquired an office building with an address of 123 MacArthur Drive, New Bedford, Massachusetts;

WHEREAS, **Morgado Company Inc** (hereinafter "**Contractor**") is a MA corporation with an address of 1 Annies Path Lakeville MA 02347, that provides services of asphalt paving;

125  
WHEREAS, the property located at ~~123~~ MacArthur Drive needs to have the asphalt parking lot repaired and replaced;

WHEREAS, the project consists but is not limited to the removal of the existing asphalt from site as needed, regrade as necessary to eliminate existing pavement depressions, repave with hot mix asphalt standard base and topcoats; of an area of approximately 14,500 SF.

NOW THEREFORE, the New Bedford Port Authority and **Morgado Company Inc** enter into this Agreement, effective September 1, 2020 upon the following terms and conditions:

1. That in consideration of the covenants and agreements herein contained the NBPA agrees to pay the sum of forty nine thousand nine hundred dollars (\$ 49,900) to the **Contractor** for the re-pavement of the parking lot located at 123 MacArthur Drive. New Bedford MA more particularly described as set forth in Exhibit A attached hereto and made a part hereof.

2. The parties agree that the payments shall be made in the following amounts: 10% upon the commencement of the contract and 90% upon the completion of the contract to the satisfaction of the NBPA Director of Operations and Engineering.

3. No failure, delay or interruption for reasonable periods of time in any utilities or services, whether supplied by the NBPA or others, shall, except as otherwise provided in this Agreement, relieve the contractor of any of its obligations hereunder. Such failure, delay or interruption including that caused by the NBPA shall not be grounds for any claims



by the **Contractor** for damages, consequential or otherwise unless same are caused by the gross negligence or willful act of the NBPA.

4. The **Contractor** shall conduct all of its activities at the premises in a safe manner and will comply with the laws, regulations and ordinances of the United States of America, the Commonwealth of Massachusetts and the City of New Bedford. In particular, the **Contractor** and its employees shall comply with all appropriate licensing and/or permitting requirements of the New Bedford Department of Infrastructure. Further, the **Contractor** will comply with the American Disability Act and all other applicable federal, state and local laws regarding construction laws.

5. The **Contractor** shall maintain the premises in a clean and orderly manner while construction is ongoing.

6. Notwithstanding any other provisions contained in this Agreement, in the event that The **Contractor** shall fail to perform, keep and observe any of the terms, covenants or conditions contained herein contained to be performed, kept or observed, the Licensor may provide the Licensee with written notice to correct such conditions or cure such default within thirty (30) days. In the event that such default is not cured or corrected within thirty (30) days, after receipt of such notice, the NBPA may terminate this Agreement immediately upon providing the **Contractor** with written notice.

7. In the event that the **Contractor** shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained to be performed, kept or observed, NBPA may provide the **Contractor** with written notice to correct such conditions or cure such default within thirty (30) days. In the event that such default is not cured or corrected within thirty (30) days, after receipt of such notice NBPA may terminate this Agreement immediately upon providing the **Contractor** with written notice.

8. To the extent allowed by law, the **Contractor** agrees to indemnify and defend the NBPA against, and hold it harmless from, any and all suits, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the construction detailed herein, by NBPA, its members, volunteers, agents, employees, contractors or visitors resulting or claimed to have resulted from NBPA omission, fault, negligence, or other misconduct.

9. The **Contractor** shall obtain and maintain during the entire term of this Agreement at its sole cost and expense, public liability insurance with limits of not less than \$3,000,000.00 per incident \$5,000,000.00 in the aggregate for personal injury or



death, and \$500,000.00 for property damage, naming the NBPA as an insured on said policy, and shall deliver copies of said policy or policies to the NBPA immediately upon procurement thereof.

10. If in any respect any provision of this Agreement, in whole or part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid and in all other respects shall stand as if such invalid provision had not been made, and it shall fail to the extent and only to the extent of such invalid provision and no other portions or provisions of this Agreement shall be invalidated or affected thereby.

11. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties.

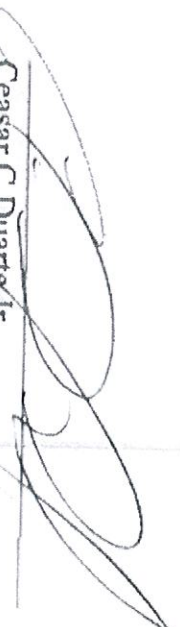
12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. The Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities; and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

14. That in the event of breach of the above non-discrimination covenant, the NBPA shall have the right to terminate the Agreement.

IN WITNESS WHEREOF, based upon the foregoing representations, warranties and expressions, the parties do hereby sign their approval and consent to be bound by the Agreement on the date above written, in the County of Bristol within the Commonwealth of Massachusetts.



  
Cesar C Duarte Jr  
Director of Engineering & Operations

Nov 17, 2020  
Date

11/17/2020  
Date





Commonwealth of Massachusetts  
CITY OF NEW BEDFORD  
BUILDING PERMIT

City Hall, Room 308, 133 William Street New Bedford, MA 02740 (508) 979-1540



No. B-20-2528

MSBC Sect. 110.14 - Any permit issued shall be deemed abandoned and invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance.

This certifies that Adrian Morgado

owner/contractor has permission to: Driveways - 30.00

on: 113 MACARTHUR DR

Providing that the person accepting this permit shall in every respect conform to the terms of application therefore on file in this office; to the provisions of the statute of the Commonwealth and to the by-laws of the City of New Bedford relating to the inspection, erection, enlarging, altering, raising, moving, repairing, or tearing down of a building.

Permit is issued subject to the following special requirements: (Restrictions)

CITY DEPARTMENT/COMMISSION COMMENTS

BUILDING DEPARTMENT COMMENTS

The following department/commission has expressed concern about the issuance of this permit. You are advised to contact that agency and resolve this matter.

: Scope of work - Resurface existing parking lot  
Comments from engineering

Applicant to install green space (grass or plantings) in the parking lot as shown in the google image titled "Port Authority Planting Areas" and in correlation with the requirements of the permit # TB-20-2527  
"CONDITIONALLY APPROVED" for

123 MacArthur Dr.

PREPARED BY: Carl Bizarro

Tel: (508) 979-1540 Between 8:00am - 9:00am

OCCUPANCY PERMIT REQUIRED BEFORE OCCUPANCY

No Building or Structure shall be used or occupied until the Certificate of Use and Occupancy shall have been issued by the Building Commissioner - MSBC, Sect. 120.1

REMARKS OR LATHING

Conspicuous Place on the Premises and Not Torn Down or Removed Until Completion of Work

REMARKS

Building Commissioner

*Donny R. Pennington*

123 is not the correct  
Collection Per ANA--  
HID 125 / see no viable  
we in Back spot 2  
Dennis  
11/25/2020  
Adrian just permit

every the applicant must comply with Article VIII of the City of New Bedford Code of Ordinances Sec. 16-134  
ent. Contact DPI for more information.  
Bedford Stormwater Management Rules and Regulations, the applicant must go to site plan review for