



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

February 9, 2018

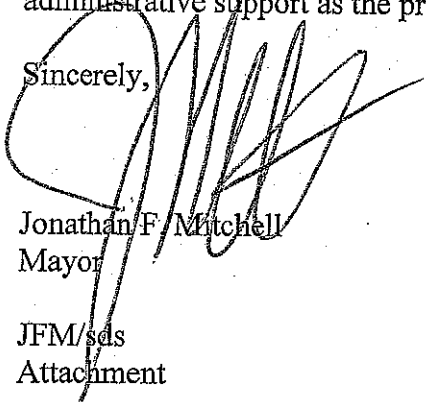
City Council President Linda M. Morad and  
Honorable Members of the City Council  
133 William Street  
New Bedford, MA 02740

Dear Council President Morad and Honorable Members of the City Council:

In accordance with M.G.L. Chapter 40, Section 3 provisions governing the disposition of City property, I respectfully request that the Council refer the disposition of Phillips Avenue School to the Committee on City Property for their full consideration.

As always, my administration is available to provide all the necessary technical and administrative support as the process moves forward.

Sincerely,

  
Jonathan F. Mitchell  
Mayor

JFM/sds  
Attachment



NEW BEDFORD PURCHASING DEPARTMENT

CITY OF NEW BEDFORD

MAYOR JONATHAN F. MITCHELL

February 9, 2018

RE: Disposition and re-use of Phillips Avenue School

Dear Mayor Mitchell:


Please find the two proposals received for the disposition and re-use of the Phillips Avenue School for your review.

Included in the package is a synopsis of the two proposals, the evaluation criteria to use to evaluate the proposals, and the RFP which the City issued.

I respectfully request that this material be submitted to City Council for their consideration in the disposition and re-use of the Phillips Avenue School.

Thank you for your attention to this matter.

Sincerely,

  
Susan Bruce  
Director of Purchasing

**Request for Proposals #18161490.**  
**Disposition and Development – Phillips Avenue School**  
**October 25, 2017.**

The City received two proposals in response to the request for proposals, Waterfront Area Historic League (WHALE), and Cruz Development Corporation.

WHALE is a New Bedford based non-profit historic preservation organization that has a proven track record in the development of mixed use properties that focus on historic preservation. Recent projects have included the Co-Creative Center: a 10,000-square foot mixed use project that includes retail, residential, arts space, community gallery and maker space in downtown New Bedford. Howland House: A restored mansion redesigned as 7 units of workforce housing.

Cruz Development is a Boston based development company established in 1973. Cruz Development has developed over 2,100 units of affordable and market rate housing with an aggregate development cost over \$400 million. Cruz Development is also affiliated with Cruz Management Company, Inc, a full service real estate property management firm. Recent projects have included the Verdean Gardens in New Bedford, rehabilitation of a 110-unit mixed income property totaling \$5 million in construction costs. Walnut Apartments, rehabilitation of 32 residential units and a first-floor Health Care Clinic, construction costs totaled \$7.6 million.

**Proposal Analysis:**

**WHALE**

Purchase Price: \$25,000

WHALE is proposing to acquire the building and create an "Opportunity Center" which will include the headquarters of the Community Economic Development Center and its program partners. WHALE will purchase the property and has stated that development will be completed within 24 months of acquisition. The property will operate as a mixed-use development providing social service office space, wellness resources and 3 two-bedroom units of affordable housing on the top floor. The two lots will include a community garden and playground.

Upon acquisition a request for proposals will be issued for the following uses:

- an affordable daycare or youth services
- a wellness and resource network providing immigration services, housing advocacy or financial literacy coaching
- a community classroom to coordinate ESOL classes and workforce training, computer literacy and small business technical assistance
- shared use kitchen to serve as an incubator for local food-making businesses
- public green space to create more grass area to support, public art, greenhouse, playground, farmer's market and raised bed gardens
- public safety resources such as a community police station

The development budget totals \$2.5 million, with \$2.3 million in construction costs and \$139,048 in project soft costs. Funding sources include:

Massachusetts Cultural Council	\$150,000
Urban Agenda	\$100,000
Massachusetts Historic Commission	\$100,000
State Historic Tax Credits	\$500,000
Foundation Grants	\$300,000
CPA Funds	\$400,000
City HOME funds	\$450,000
Mortgage	\$500,000

Funding Sources will all have to be applied for.

\*Note that there is no commitment of \$400,00 in City CPA grants or \$450,00 in City HOME Funds

#### **WHALE Proposal General Observations**

- proposal utilizes non-profit resources to serve an underserved community
- proposal is predicated upon potential users that have not been identified
- property will be owned by a non-profit and not subject to pay city real estate taxes
- development costs appear to be low given the building's deteriorated state
- funding predicated upon \$850,000 in city resources

#### **Cruz Development**

Purchase Price: \$210,000

Cruz Development is proposing to redevelop the property into seventeen apartments; a mix of five-one and 12 two-bedroom apartments. The plan will place the property on city tax roles and enhance the residential character of the neighborhood.

The property will be a mixed income development with 53% of the units affordable and 47% at market rate. The exterior will undergo a historic rehabilitation, roof replaced, the façade will be repaired and repointed and historically correct windows and exterior doors will be installed. The interior will undergo a gut rehabilitation with all new high efficiency systems with emphasis on green building design. The site will be landscaped and have 17 defined parking areas for tenants and 5 spaces for visitors.

Proposal included schematic drawings of proposed site and proposed building elevations after rehabilitation, a management plan; including management company and a detailed project timeline.



The development budget totals \$5.5 million with \$3.7 in acquisition and construction costs and \$1.5 million in soft costs. Funding Sources include:

Low Income Tax Credit and Historic Tax Credit	\$2,994,000
Mortgage	\$ 230,000
Deferred Developer Fee	\$ 66,145
State DHCD	\$ 675,000
Affordable Housing Trust Funds	\$1,000,000
MassHousing Workforce Housing	\$ 450,000
City of New Bedford HOME Funds	\$ 125,000

\*Note that there is no commitment of \$125,000 in City HOME Funds

**Cruz Development Proposal General Observations:**

- proposal creates 17 units of mixed income housing
- purchase price is \$210,000
- property will generate real estate property taxes

## Comparative Evaluation Criteria:

HA = Highly Advantageous; A = Advantageous; U = Unacceptable

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>Development Team</b>				
1. Financial capacity to complete project	Development and operating budgets are realistic and identified financial sources clearly illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are somewhat realistic and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are not based on market conditions and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Information provided is not sufficient to make a determination.
<b>RATING</b>				
2. Likelihood to complete the project on schedule in a timely manner	Proposal illustrates the development team's ability to complete the project within 18 months of executing a purchase and sales agreement and incorporates a commitment to do the same.	Proposal illustrates the development team's ability to complete the project within 24 months of executing a purchase and sales agreement and incorporates a commitment to do the same.	Proposal does not illustrate the development team's ability to complete the project within 36 months or more of executing the purchase and sales agreement and, does not include a commitment to.	Information provided is not sufficient to make a determination.
<b>RATING</b>				
3. Quality of Design and Construction	Proposal presents a superior design which enhances existing historical elements and the quality of proposed construction.	Proposal complies with the design requirements of the RFP and presents an acceptable quality of building design and construction.	Proposal that presents an unacceptable design.	Information provided is not sufficient to make a determination.
<b>RATING</b>				
4. Economic and Community Benefits	Proposer commits to the creation of permanent full time jobs and/or expansion of community services as part of the development plan.	N/A	N/A	Proposer does not commit to the creation of permanent full time jobs and/or expansion of community services as part of the development plan
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<b>RATING</b>				



**CITY OF NEW BEDFORD**

**ADDENDUM #1**

The City of New Bedford issues the following Addendum #1 for

**Disposition and Development  
Phillips Avenue School**

**RFP # 18161490**

**November 21, 2017**

To: All Bidders of Record

This addendum is issued to advise Respondents of the extended due date for Proposals to be received

Please be advised The City of New Bedford is extending the Proposal submission time from Tuesday, November 28, 2017 at 11:00 AM to Tuesday, December 5, 2017 at 11:00 AM.

Location of Proposals Due: New Bedford City Hall  
Purchasing Department, Room 208  
133 Williams Street  
New Bedford, MA 02740

This Addendum shall be part of the Contract Documents for the above referenced project. Acknowledge receipt of this Addendum by completing the attached Acknowledgement form and include it in the Technical Proposal. Failure to do so may subject Respondents to disqualification.

End of Addendum

By: Susan Bruce  
Director of Purchasing  
City of New Bedford



I HEREBY CERTIFY THAT I HAVE RECEIVED THE FOLLOWING ADDENDUM

ADDENDUM #'S \_\_\_\_\_

\_\_\_\_\_  
Person submitting bid

\_\_\_\_\_  
Company Name

Please include this form with your bid if applicable.

# **CITY OF NEW BEDFORD**

**Jon Mitchell, Mayor**

**City of New Bedford City Council Property Committee  
Joseph P. Lopes, President New Bedford City Council**



**REQUEST FOR PROPOSALS #18161490  
Disposition and Development  
PHILLIPS AVENUE SCHOOL  
249 Phillips Avenue  
New Bedford, Massachusetts**

**RFP Issued: October 25, 2017  
Proposal Deadline: November 28, 2017 11:00 A.M.**

**Prepared by:  
City of New Bedford  
Department of Planning Housing and Community Development**





**CITY OF NEW BEDFORD  
MASSACHUSETTS  
Advertisement  
REQUEST FOR PROPOSAL #18161490**

The City of New Bedford is soliciting proposals from qualified developers for the disposition and development of the former Phillips Avenue School located at 249 Phillips Avenue, New Bedford, MA. City of New Bedford Assessor's Map 98 Lots 135, 136 and 34.

Sealed bids will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time of the bid opening.

**BID OPENING**  
**Tuesday, November 28th, 2017**  
**11:00 A.M. Prevailing Time**

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained by emailing [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) on or after Wednesday October 25th, @ 8:00 AM, Monday thru Friday – 8:30 AM – 4:00 PM.

A bid deposit of at least 5% of the bid amount must be included with proposal  
Proposer must furnish a Non-Collusion Form and Statement of Taxes with their bid

The contract will be awarded within sixty (60) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded bidder.

No Bidder may withdraw his/her bid for a period of sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

**Site Tour:** A non-mandatory site visit has been scheduled for 11:00 a.m. Wednesday, November 8, 2017 at Phillips Avenue School, 249 Phillips Avenue, New Bedford, MA 02740. (Weather permitting). If necessary an alternate date of 11:00 a.m. Thursday, November 9th, 2017 has been reserved.

AWARDING AUTHORITY  
CITY OF NEW BEDFORD  
Richard Calderon, Acting Director of Purchasing

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## SECTION I:

### INTRODUCTION AND DESCRIPTION

#### 1.00 Introduction

The City of New Bedford ("the City") seeks sealed proposals from qualified parties for the purchase and redevelopment of the former Phillips Avenue School property, a .88 acre parcel located in a primarily residential neighborhood in New Bedford's near north end. The parcel consists of a vacant building situated on an approximately .88 acres, more or less, and is located at 249 Phillips Avenue, New Bedford. It is located in a Residential B zoning district. The property is identified on the New Bedford's Assessors Records as Map 98 Lots 135, 136 and 34. The building is currently vacant. Specifically, the City intends to sell the site to a development entity that will redevelop the property and generate property tax revenue in the long term. The property is currently zoned for residential uses but the City is willing to consider alternative uses that might require zoning amendment(s) or other relief.

#### PHILLIP'S AVENUE SCHOOL 249 Phillips Avenue

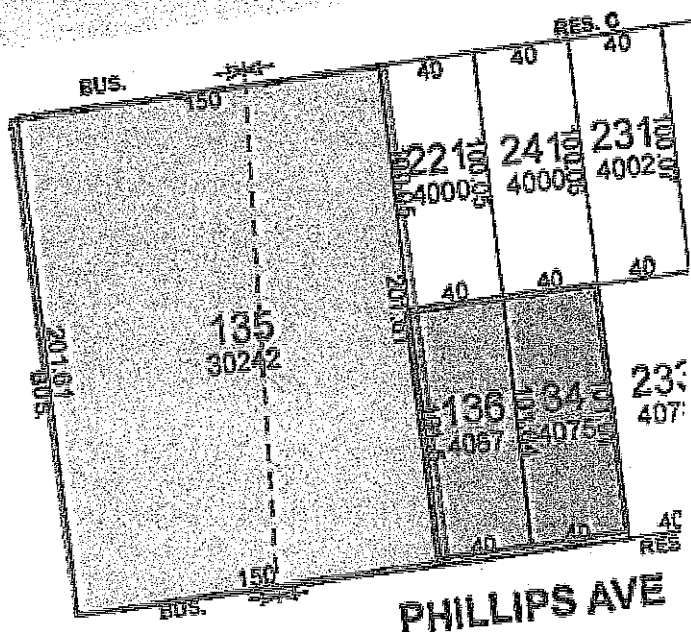


## Property and Area Description

This property is shown on the City of New Bedford Assessor's Map 98 Lots 135, 136 & 34.

**2017 Assessed Value:** \$1,047,600.00

**Zoning:** Current zoning is split between Mixed Use Business (MUB) on the west portion of the lot and Residence C (RC) to the east. MUB allows single, two and multifamily residential use as well as various commercial uses as a matter of right. RC allows single, two and multifamily residential use as well as certain types of Institutional uses as a matter of right.



**Note: If the site is used for a non-residential use, the site will require a Special Permit for Commercial Parking in a Residential District in accordance with the following City Ordinance:**

### **SECTION 3000. GENERAL REGULATIONS.**

3149. Special Permit for Commercial Parking in Residential Districts. Commercial parking may be allowed on residentially zoned property, held in common ownership and located immediately adjacent to the commercial business to which it is to serve, upon the issuance of a special permit by the Zoning Board of Appeals, if the Board finds that said parking is not detrimental to public health and safety, and that said parking promotes a public benefit. (Ord. of 12-23-03, § 1)

A listing of allowed uses and uses by special permit can be accessed on the City Website:

Municipal Code of Ordinances - Chapter 9 - Comprehensive Zoning - Table of Principle Use Regulation

**Utilities:** Public water, sewer, natural gas and electricity are available at the property. An 8,000-gallon underground oil tank is located on site and services the heating system.

**Lot area:** 0.88 acres

**Building Area:** approximately 21,508 square feet

**Year Built:** 1897

**Current Use:** vacant (last use school)

**Current Tenants:** 0

**Area Description:** The Phillips Avenue School is located on Phillips Avenue at the intersection of Ashley Boulevard, a secondary commercial corridor which connects the southern portion of the city to the northern portion and is a 1/4 mile walk to the bustling Acushnet Avenue Marketplace, a vibrant commercial district that is becoming a dining destination and includes a rapidly expanding mix of retail uses. Phillips Avenue and its adjoining streets comprise an energetic, mix-use neighborhood with a wide variety of retail businesses, institutions, restaurants and a public park located on a public bus route.

The property is situated in a dense neighborhood of multi-family homes. The Phillips Avenue neighborhood has a population of approximately 7,800 people with the land use comprised primarily of residential (3640 units of housing) with a mix of land parcels designated as commercial/mixed use and industrial.



### **1.03 Conditions of Property:**

The property available for disposition is available "AS IS" and the City of New Bedford will not make improvements or changes to the property as a condition of the sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel(s), and to any contamination as defined in Massachusetts General Laws, Chapter 21E as set forth below.

**Current Condition:** The structure is in sound condition. It is a two-story, brick masonry wall building on a raised basement level, with pitched roofs at varying heights. The building was designed as a wood-framed structure on interior and exterior load bearing masonry walls. The foundation is granite stone of various widths with undetermined footing construction. The roof structure is comprised of wood rafters at various pitches supported by heavy timber valley rafters.

The building masonry façade remains virtually unchanged since the original construction with the exception of new exterior doors and windows. The brick exterior is in fair condition and the joints require repointing. The exterior doors and windows are aluminum. The pitched roof retains its original slate tiles and has a flat portion at the center with a skylight.

The building is situated on a 38,376 square foot lot and has a gross footprint of 6,967 square feet and a total square footage of 21,508 square feet. The building plan consists of four classrooms symmetrically placed on either side of a central corridor on the first and second levels. The basement area consists of a cafeteria, kitchen, restrooms, and boiler room. There is an attic space. The interior retains its original varnished wood and plaster finishes. The building is not handicap accessible and there is a partial automatic sprinkler system.

**Historical Significance:** The Phillips Avenue School was built at the end of the 19<sup>th</sup> century at the height of the city's textile manufacturing. Several large textile mills were located nearby and two and three story tenement housing was built in the area in response to the influx of mill workers. As the labor-intensive textile industry expanded, New Bedford's population increased dramatically. To accommodate the mostly immigrant population, several neighborhood schools were constructed at the turn of the century. The school closed in 2012.

**Area-Wide Planning Efforts:** Since 2013, the City has undertaken an area-wide planning effort through an EPA Brownfields grant, focused on the neighborhood surrounding the nearby Payne Cutlery Brownfields site. The Phillips Avenue School was one of three city-owned properties evaluated through a participatory community approach. This area-wide planning process produced preferred alternatives that included:

- a multi-functional Community Wellness Center providing space to offer satellite health services, fitness classes and adult educational classes such as English as a Second Language;
- housing or assisted living; and

Education and Technology Center for inter-generational computer training and technology training programs, providing residents necessary jobs skills.

**Parking:** There is on-site paved parking.

#### **1.04 MGL, Chapter 21E**

The City of New Bedford does not warrant that the land parcel available for disposition is free and clear of any contamination as defined by MGL 21E. The successful Proposer will assume all costs and responsibilities for any testing and/or removal of any contamination that may be present on the property, and will hold the City harmless for any costs to clean the property of any contamination.

#### **1.04 Subdivision/Permits/Approvals**

All costs and responsibilities for obtaining site plan approval and releases or any easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the buyer. All engineering and environmental studies will also be the responsibility of the buyer.

#### **2.00 Project Guidelines**

##### **2.01 Use**

- A. The Subject Property will be conveyed to the successful respondent of this RFP at closing. The disposition of this property is subject to the Uniform Procurement Act of Massachusetts General Laws, Chapter 30B, Section 16 as well as Massachusetts General Law Chapter 60, Section 77B, such provisions which are incorporated in this Request for Proposals by reference.
- B. The use of this property will be controlled by current zoning and any other governing regulations. Sufficient parking for the proposed use must be provided according to zoning requirements or be reduced by Special Permit granted by the Planning Board.
- C. The City encourages proposals with the greatest ability to generate the highest economic impact for the city while providing retail or other services that benefit the surrounding neighborhood based on the Area-Wide Planning recommendations presented in Section 1.04.

##### **1. Impact on the Surrounding Area – A Successful Proposal Must:**

Have a positive impact on the immediate surrounding area by proposing a neighborhood-oriented establishment, and shall provide a pedestrian-friendly site in a way that compliments the surrounding neighborhood.

The following uses shall be encouraged because they complement the neighborhood and do not generally create parking or traffic overloads at this small site.

- Office/Research and Development
- Small retail and service commercial
- Eating and drinking
- Accommodations (hotels)
- Educational/recreational/institutional
- Community uses

- Arts uses
- Public/recreational facility
- Comply with size, shape, bulk and other dimensional standards
- Development standards
- Design guidelines.

## 2.02 Obligations of Proposer

- A. The Proposer is required to demonstrate his/her/their capacity to acquire and develop the property in accordance with the terms and conditions of this RFP.
- B. The Proposer must be prepared to guarantee that the development of the property is completed in accordance with the approved guidelines attached to this RFP. This will be enforced and evidenced by execution of a Development Agreement with the City of New Bedford that will set forth the development conditions. **Failure to comply with the terms of the Development Agreement could result in its termination and the replacement of the applicant by the City.**

### Developer Agreement:

The Developer Agreement shall incorporate a critical path time for the Work and a deadline for completion of the Work. In the event that the RFP respondent shall fail to commence the Work or substantially complete the Work within the required time frames, the City of New Bedford shall provide written notice of that breach to the RFP Respondent. In the event that the RFP Respondent does not cure said breach within thirty days after its receipt of that notice, or within the required time frames, or within such extended time as the City of New Bedford may in writing agree, the Property shall revert to the City of New Bedford.

- C. Proposers are also responsible for securing private construction financing. Soft costs, including appraisals, surveys, legal descriptions and other costs will be borne by the Proposer.
- D. Proposer may be asked questions by the Selection Committee and/or City of New Bedford staff.
- E. Proposers must complete final plans and specifications, and arrange for timely commencement and completion of the project as follows:
  - a. Proposers shall ensure all required permits are obtained within six months from the date of the signed Development Agreement;
  - b. Development must be underway within twelve months of the signed Development Agreement, meaning, a building permit shall be pulled and construction shall have begun within eight months;
  - c. Construction shall be completed within twelve months of the issuance of the building permit;
  - d. Certificate of Occupancy must be obtained within twenty-four months of the signed Development Agreement;
  - e. Plans and specifications shall be reviewed and approved of the City of New Bedford prior to the commencement of Work.



### **2.03 Warranty Coverage**

Warranty coverage is required until the project has completed and received a Certificate of Occupancy.

### **2.04 Evaluation of Applications**

The New Bedford City Council Property Committee will review all proposals submitted in response to this RFP. The Proposals will be screened to ensure that all required submittals have been submitted by the proposer and that the proposal meets the Minimum Evaluation Criteria set forth below. For proposals that are deemed by the Evaluation Committee to be complete and to have met the Minimum Evaluation Criteria, the Committee shall assign a rating of highly advantageous, advantageous, not advantageous, or unresponsive for each of the Comparative Evaluation Criteria set forth below.

After a composite rating has been assigned for each proposal, the Evaluation Committee will rank each proposal based on evaluation criteria and price. Additional meetings with the top rated proposers may be held to further discuss specifics of the proposal in more detail. If other than the highest priced proposal is selected, the City Property Committee shall explain in writing why the added benefits of the proposal justify the lower price. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City

The Proposer shall provide sufficient detail to enable the Evaluation Committee to evaluate the proposal in each of the Evaluation Criteria categories listed below:

All proposers must submit a certified bank check payable to the "City of New Bedford" in the amount of five percent (5%) of the proposer's proposed purchase price. Deposits will be returned to the unsuccessful proposers. In the event that the successful proposer fails, through no fault of the City of New Bedford, to consummate the purchase, meet all requirements of the RFP or enter into a Purchase and Sales Agreement for the subject property, the City of New Bedford will retain the proposal deposit.

### **3.00 Submission Requirements**

The Request for Proposal may be obtained and/or examined on or after **Wednesday, October 25, 2017** during normal business hours (Monday through Friday 8:30 a.m. – 4:00 p.m.) in the office of the:

**City of New Bedford  
Purchasing Department  
133 William Street, Room 208  
New Bedford, MA 02740**

All proposals will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, Room 208, New Bedford, Massachusetts, 02740. Proposals will be received: Before or On Tuesday, November 28th, 2017 11:00 A.M. Prevailing Time.

## **Questions on RFP**

Questions must be submitted electronically to richard.calderon@newbedford-ma.gov before or on **Wednesday, November 15th, 2017 @ 2:00 P.M.**

All responses shall be provided, electronically by written addenda, to all parties who are on record as having obtained copies of this RFP.

The City of New Bedford assumes no responsibility and no liability for costs incurred related to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation.

Written modifications to proposals may be submitted prior to date and time specified for the receipt of proposals.

Upon review, if any items are missing and/or incomplete, the City of New Bedford at its discretion, may notify the applicant to provide such items. Additionally, submission of proposals shall be deemed to be permission by the applicant to make any inquiries concerning the applicant as considered necessary to fully review qualifications.

A proposal may be withdrawn by written request, providing that such a request is received prior to time established herein for the opening of proposals. The City will not consider any requests for withdrawal not received before the proposal opening deadline. No proposer may withdraw his/her proposal after the actual date of the opening thereof.

## **SUBMISSION REQUIREMENTS:**

Proposals are to be in writing and presented on the attached application. Respondents are to address all questions asked and provide a sufficient level of detail to enable evaluation of the proposal.

One original and eleven (11) copies of the proposal must be submitted marked "Phillips Avenue School Proposal." An electronic version of the complete proposal must be submitted on a CD-R, flash drive or similar disk.

Proposals must be received in the office of: **City of New Bedford, Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740, before or on Tuesday, November 28th, 2017 @ 11:00 A.M.** No faxed or electronically mailed (emailed) proposals will be accepted. Late submissions will not be accepted and will be returned to the Proposer unopened.

**Complete Proposals shall include the following:**

### **A. Letter of Transmittal**

The Letter of Transmittal must include a brief summary of the Phillips Avenue School Proposal ("Project") with the Applicant's name, mailing address, contact person, telephone, fax number and email address. The letter must be signed by the proposer and addressed to: James Oliveira,

Chairman, City Property Committee, Room 213, 133 William Street, New Bedford, MA 02740.

#### **B. Statement of Qualifications**

Include the following:

1. The composition and structure of the development team including the developer, architect, landscape designer, engineer, project manager, licensed site professional (LSP), attorney, operator and any other key members of the development team;
2. The qualifications of the development team as they relate directly to designing, financing, constructing and operating urban infill projects and engaging in community design charrettes and/or other processes to establish mutual support for high quality design outcomes;
3. Resumes of key personnel on the development team;
4. If the Proposal includes combining the site for sale with adjacent or nearby private property for the purpose of development, include a signed approval letter from the private owner and a copy of the deed.

#### **C. Comparable Projects & References**

Include the following:

1. For the Developer, provide a written description of up to three (3) urban development projects most similar to your vision for the Phillips Avenue School project that were completed within the past seven (7) years. List the projects' location, size, ownership entity, community process, development costs, financing mechanism, any municipal subsidiary received, current status, and references contact name and telephone number(s). If the applicant wants to include additional examples, list them with a web link to additional information;
2. Include a letter sized (8.5"x11") graphic representation of each project along with the written description of the development program (do not submit large-scale drawings);
3. Describe any "green" building design or management practices utilized;
4. Describe the development approach including the urban context, parking situations encountered, community process, development team integration, coordination among town/city/county officials, and community benefits and community impacts.

#### **D. Project Narrative**

Include the following:

1. Qualitative description of project including a detailed program of proposed uses;
2. One or more proposed site-plan options that can work for this program (this can be in a preliminary format (the site plans will change as the review process evolves);
3. A timeline for the project including; zoning adoption, acquisition, construction and operation of the project that is within a window of the development agreement;
4. Describe any other amenities including ancillary uses and public amenities and include their anticipated location on the Parcel;

5. Identify any proposed green building design elements, including level of LEED certification, as applicable;

6. Transportation demand management strategy, identification of the likely quantity of parking required by the developer and one or more preliminary proposed circulation plans;

7. Management Plan: Provide a management plan for the project's implementation and operation of the finished project. Identify the method of management to be employed and, if available, the identities of the individuals and/or firms to be responsible for each element of the management plan.

#### **E. Financial Information**

Include the following:

1. Provide the anticipated financial and management interests in the project;
2. Provide the strategy for securing financing;
3. Provide a sources and uses of funds statement
4. Provide banking references.

#### **F. Additional Submittals:**

To be eligible for consideration, proposers must submit a completed Proposal Packet by complying with all of the following documentation, except as may otherwise be specifically noted:

- ☐ **City of New Bedford Price Proposal Form:** Proposals must include a completed Price Proposal Form for the property offered for sale to the City, in response to this RFP. (Price Proposal Form is **Attachment A** of this RFP.)
- ☐ **Authorization to Submit Proposal:** If the proposal is being submitted by an individual, it must be signed by that individual. If the proposal is being submitted on behalf of an entity, the proposal must include written evidence of the proposer's authority to submit the proposal in the form of legally binding documentation.
- ☐ **Certificate of Tax Compliance:** The proposal shall include, as applicable, either the individual or corporate Certificate of Tax Compliance Form attached as **Attachment B** and **Attachment C** to this RFP demonstrating payment of all taxes.
- ☐ **Disclosure Statement of Beneficial Interest:** The Proposal Packet must include a completed Disclosure Statement of Beneficial Interest, as required by MGL, Chapter 7; Section 40J attached as **Attachment D** to this RFP.
- ☐ **Certificate of Non-Collusion:** The Proposal Packet must include a completed Certificate of Non-Collusion, attached as **Attachment E** to this RFP.
- ☐ **The following may be requested during the selection process, but need not be submitted with the proposal: (1) sufficient financial information relating to the entity and/or principals involved in a form satisfactory to the City.**

### **3.01 Freedom of Information Act**

Proposals will be available for public inspection after the award announcement, except to the extent that a proposer designates proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal.

### **3.02 Unexpected Closure**

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 3:00pm on the next normal business day. Proposals will be accepted until that date and time.

### **3.03 Corrections and Modifications**

A proposer may correct, modify, or withdraw a proposal by written notice received by the City, prior to the time and date set for the opening. Proposal modifications must be submitted in a sealed envelope, clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence, and must reference the original RFP.

After the opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

The City of New Bedford assumes no responsibility and no liability for costs incurred relevant to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation.

The City will undertake a review of the Respondent to ensure that all taxes and municipal fees are current on any and all property that is owned by the Respondent in the City of New Bedford.

Incomplete applications will not be considered.

### **3.04 Withdrawals**

A proposal may be withdrawn by written request, providing that such a request is received prior to time established herein for the opening of proposals. The City will not consider any requests for withdrawal received after the proposal opening deadline. No proposer may withdraw his/her proposal after the actual date of the opening of proposals.

### **3.05 Right to Cancel or Reject**

The City may cancel this RFP, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

### **4.00 Evaluation Criteria**

New Bedford City Property Committee will evaluate all responsible proposals and make the final decision of the selected proposal. The Evaluation Committee will rank the proposals according

to the following categories: highly advantageous, advantageous, not advantageous, or unacceptable in each category and the committee will then make a final selection based on criteria and price and submit their recommendation to the City Council.

The New Bedford City Council is the Awarding Authority and reserves the right to waive any minor informality. The Awarding Authority also reserves the right to reject any or all proposals, or to accept any other than the highest priced proposal should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

The Proposer shall provide sufficient detail to enable the Evaluation Committee to evaluate the proposal in each of the Evaluation Criteria categories listed below:

The following items will be reviewed and ranked according to the above listed categories of highly advantageous, advantageous, and unacceptable.

#### **Overall Score and Ranking**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals.

### **5.0 Award Process**

#### **A. Eligibility for Award**

If the Evaluation Committee determines that it has received one or more proposals that are deemed feasible, an award for the property will be made to the most advantageous proposal from a responsive and responsible proposer taking into consideration price and all other evaluation criteria set forth in the solicitation will be selected. In this event, the selected Respondent may be awarded the opportunity to enter into a Developer Agreement with the City of New Bedford.

#### **B. Notification**

Official notice of an award will be sent by U.S. Mail to the address and Applicant listed on the Applicant Information section of this RFP. Respondents who are not selected will be similarly notified by U.S. Mail after a selected Respondent has been offered and accepted.

## Comparative Evaluation Criteria:

HA = Highly Advantageous; A = Advantageous; U = Unacceptable

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>Development Team</b>				
1. Financial capacity to complete project	Development and operating budgets are realistic and identified financial sources clearly illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are somewhat realistic and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Development and operating budgets are not based on market conditions and financial sources are not clearly identified to illustrate the proposer's capacity to complete all phases of the project.	Information provided is not sufficient to make a determination.
2. Likelihood to complete the project on schedule in a timely manner	Proposal illustrates the development team's ability to complete the project within 18 months of executing a purchase and sales agreement and incorporates a commitment to do the same.	Proposal illustrates the development team's ability to complete the project within 24 months of executing a purchase and sales agreement and incorporates a commitment to do the same.	Proposal does not illustrate the development team's ability to complete the project within 36 months or more of executing the purchase and sales agreement and, does not include a commitment to.	Information provided is not sufficient to make a determination.
3. Quality of Design and Construction	Proposal presents a superior design which enhances existing historical elements and the quality of proposed construction.	Proposal complies with the design requirements of the RFP and presents an acceptable quality of building design and construction.	Proposal that presents an unacceptable design.	Information provided is not sufficient to make a determination.
4. Economic and Community Benefits	Proposer commits to the creation of permanent full time jobs and/or expansion of community services as part of the development plan.	N/A	N/A	Proposer does not commit to the creation of permanent full time jobs and/or expansion of community services as part of the development plan

## **SECTION II:**

### **ATTACHMENTS**

#### **ATTACHMENT A**

City of New Bedford Price Proposal Form

#### **ATTACHMENT B**

Commonwealth of Massachusetts Individual Certificate of Tax Compliance

#### **ATTACHMENT C**

Commonwealth of Massachusetts Corporate Certificate of Tax Compliance

#### **ATTACHMENT D**

Beneficial Interest Disclosure Statement

#### **ATTACHMENT E**

Certificate of Non-Collusion

#### **ATTACHMENT F**

Massachusetts General Law Chapter 44: Section 63A.

#### **ATTACHMENT G**

Property Data/Assessor Website

#### **MAPS & IMAGE**



**ATTACHMENT A**  
**PRICE PROPOSAL FORM**

The undersigned hereby submits the attached proposal for the sale of property to the City of New Bedford in response to the Request for Proposals (RFP) for the acquisition of the designated property in the City of New Bedford.

Proposer's Name:

Owner's Name (if different from proposer):

Owner Entity and State of Incorporation:

Proposer's Address:

Proposer's Telephone:

Proposer's E-Mail:

Proposer's Fax Number:

Parcel Location: Street Address or Location of Property:

Proposed Purchase Price:

\_\_\_\_\_  
Signature of Proposer Date

Name (Print): \_\_\_\_\_

**ATTACHMENT B**  
**COMMONWEALTH OF MASSACHUSETTS**  
**INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE**

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, \_\_\_\_\_, certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligation or unpaid debt to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

\_\_\_\_\_

Date Signature

\_\_\_\_\_

Social Security Number Typed or Printed Name

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which consisted of \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

NAME:

Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT C**  
**COMMONWEALTH OF MASSACHUSETTS**  
**CORPORATE CERTIFICATE OF TAX COMPLIANCE**

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ do hereby certify that the above named firm has complied with all laws of the Commonwealth of Massachusetts relating to taxes and has no outstanding obligation to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

\_\_\_\_\_  
Federal Identification Number Name of Corporation/  
Unincorporated Association

\_\_\_\_\_  
Date Signature of President

\_\_\_\_\_  
Date Signature of Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which consisted of \_\_\_\_\_

\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as \_\_\_\_\_ for \_\_\_\_\_, a corporation, voluntarily for its stated purpose.

\_\_\_\_\_  
NAME:

Notary Public My commission expires: \_\_\_\_\_

**ATTACHMENT D**  
**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL**  
**ESTATE PROPERTY TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: \_\_\_\_\_  
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction:    ☐ Sale    ☐ Lease or rental for \_\_\_\_\_ (term):

4. Seller (s) or Lessor (s): \_\_\_\_\_

Purchaser(s) or Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or Position

_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT E**  
**CERTIFICATE OF NON-COLLUSION**

City of New Bedford  
133 William Street  
New Bedford, MA 02740

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

---

Signature of individual submitting bid

---

Name of business/organization

## EXHIBIT F

### Massachusetts General Law

#### Chapter 44: Section 63A. Sales of public land; payment of taxes

Section 63A. Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefore in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

# EXHIBIT G

## Current Owner Information:

CITY OF NEW BEDFORD  
PHILLIPS AVENUE SCHOOL  
131 WILLIAM ST

NEW BEDFORD, MA 02740

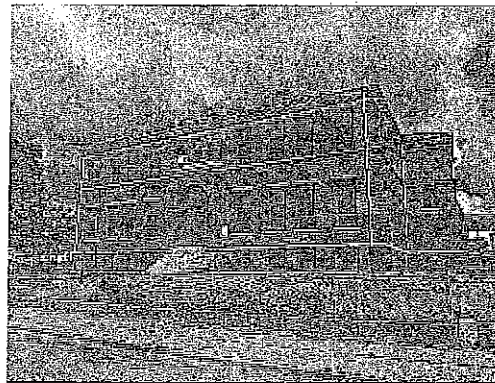
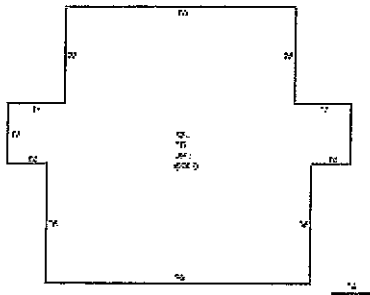
## Current Sales Information:

Sale Date: 12/31/1989  
Sale Price: \$0.00  
Legal Reference: 166-558  
Grantor: N/A

Card No. 1 of 1

This Parcel contains 0.694 acres of land mainly classified for assessment purposes as IMP-EDUC with a(n) School/Classroom style building, built about 1910, having Brick exterior, Slate Tiles roof cover and 13102 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 0 total half bath(s).

Building Value: 827100 Land Value: 209300 Yard Items Value: 11200 Total Value: 1047600













Fiscal Year 2017		Fiscal Year 2016		Fiscal Year 2015	
Tax Rate Res.:	16.69	Tax Rate Res.:	16.49	Tax Rate Res.:	15.73
Tax Rate Com.:	36.03	Tax Rate Com.:	35.83	Tax Rate Com.:	33.56
Property Code:	934	Property Code:	934	Property Code:	934
Total Bldg Value:	827100	Total Bldg Value:	798200	Total Bldg Value:	574700
Total Yard Value:	11200	Total Yard Value:	11200	Total Yard Value:	11200
Total Land Value:	209300	Total Land Value:	198300	Total Land Value:	198300
Total Value:	1047600	Total Value:	1007700	Total Value:	784200
Tax:	Exempt	Tax:	Exempt	Tax:	Exempt

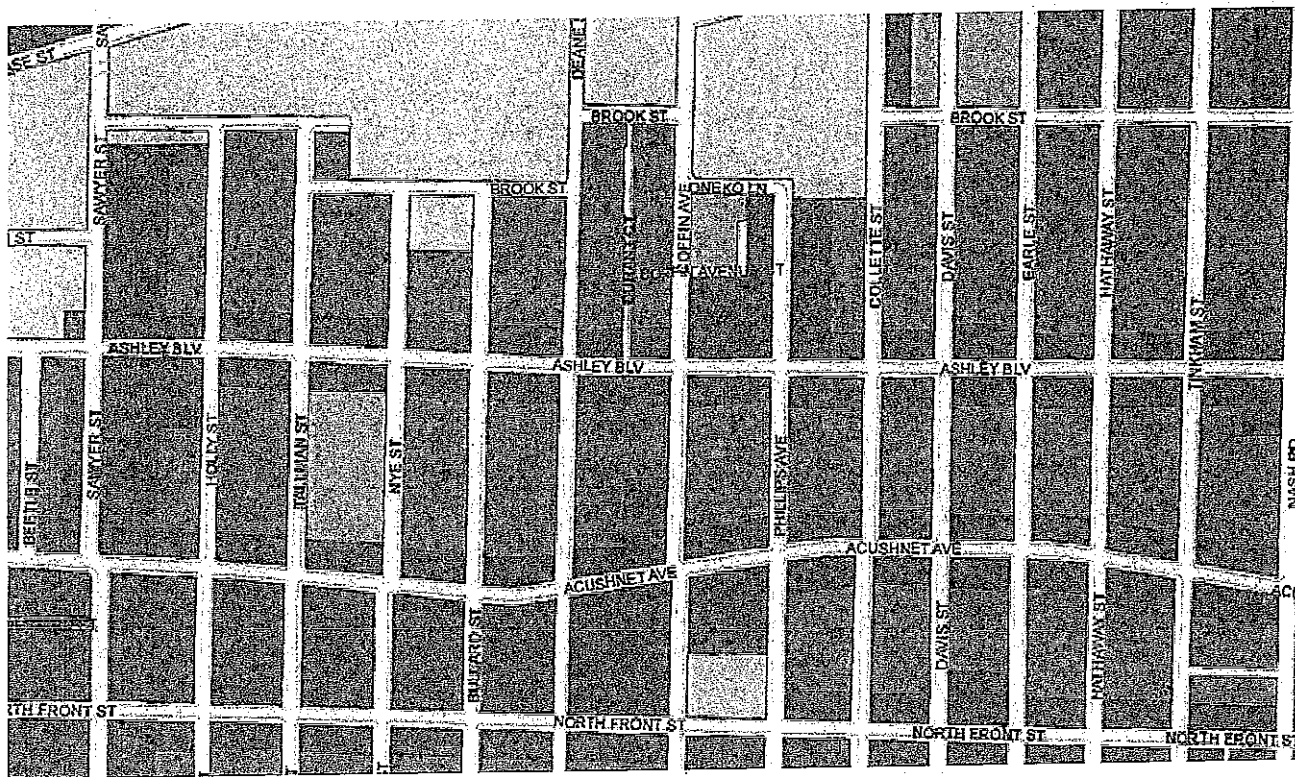


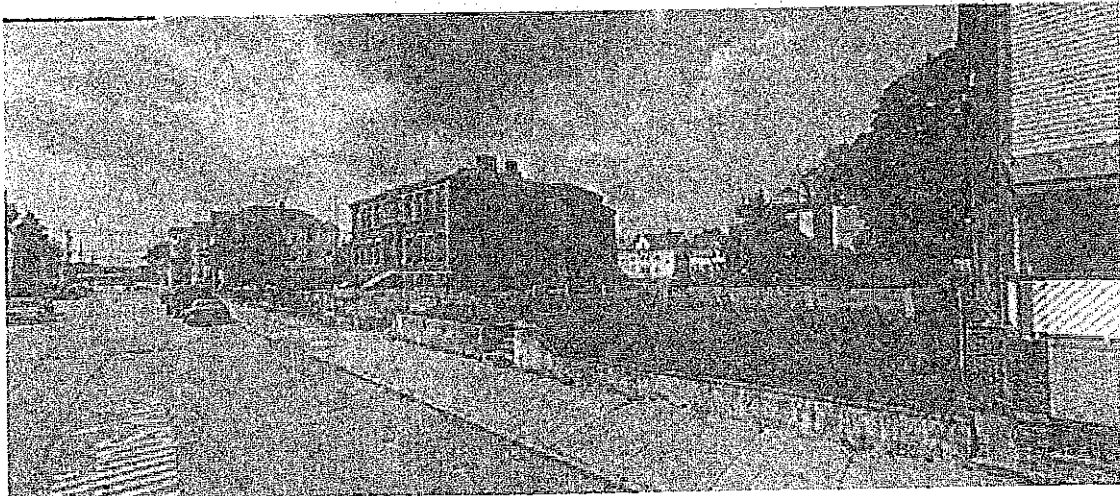
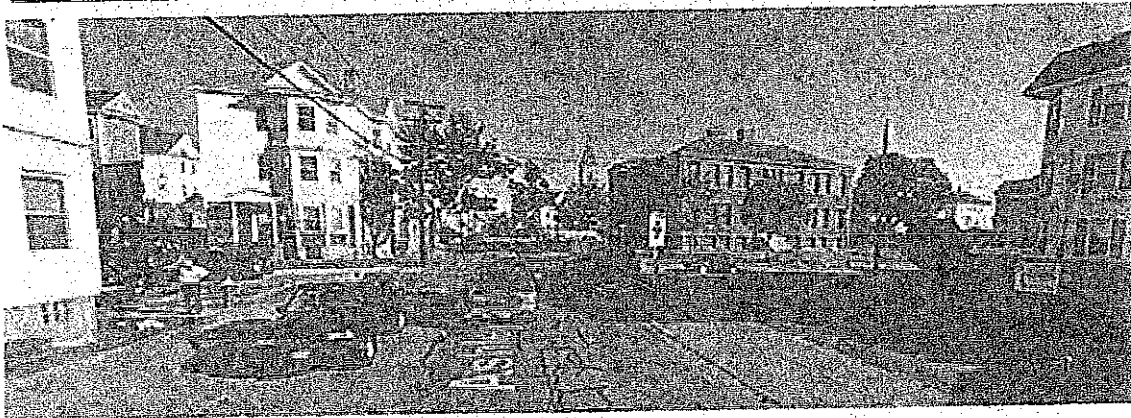
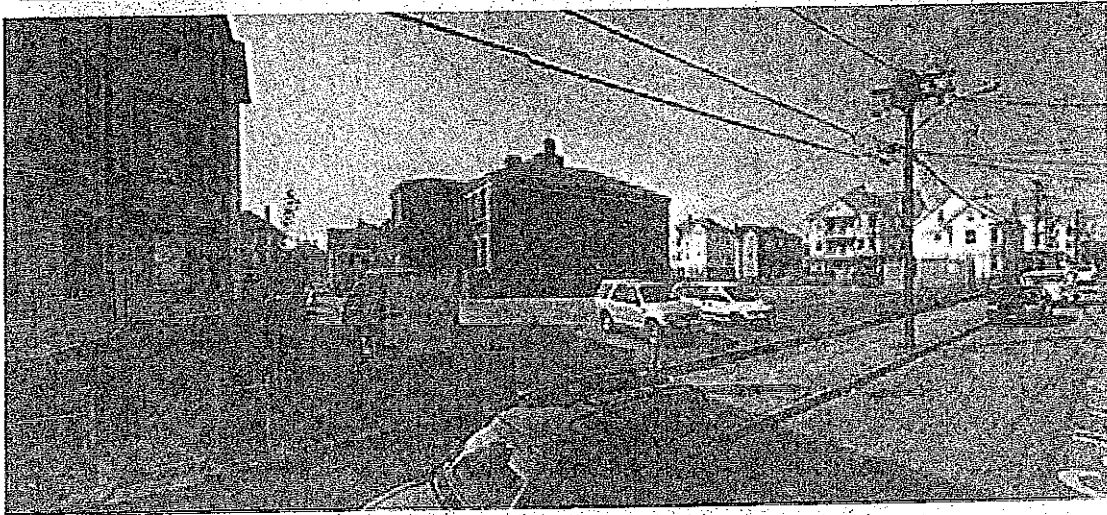
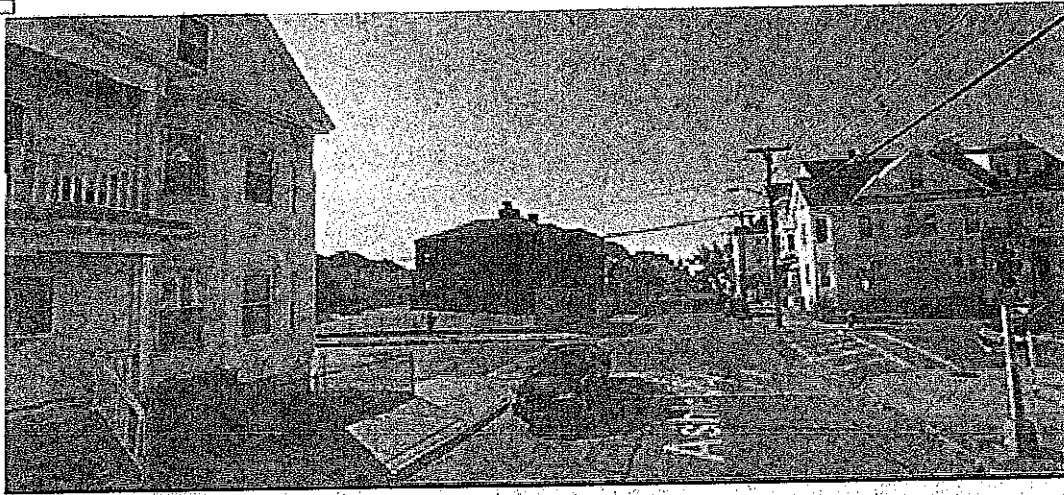
## MAPS & IMAGES

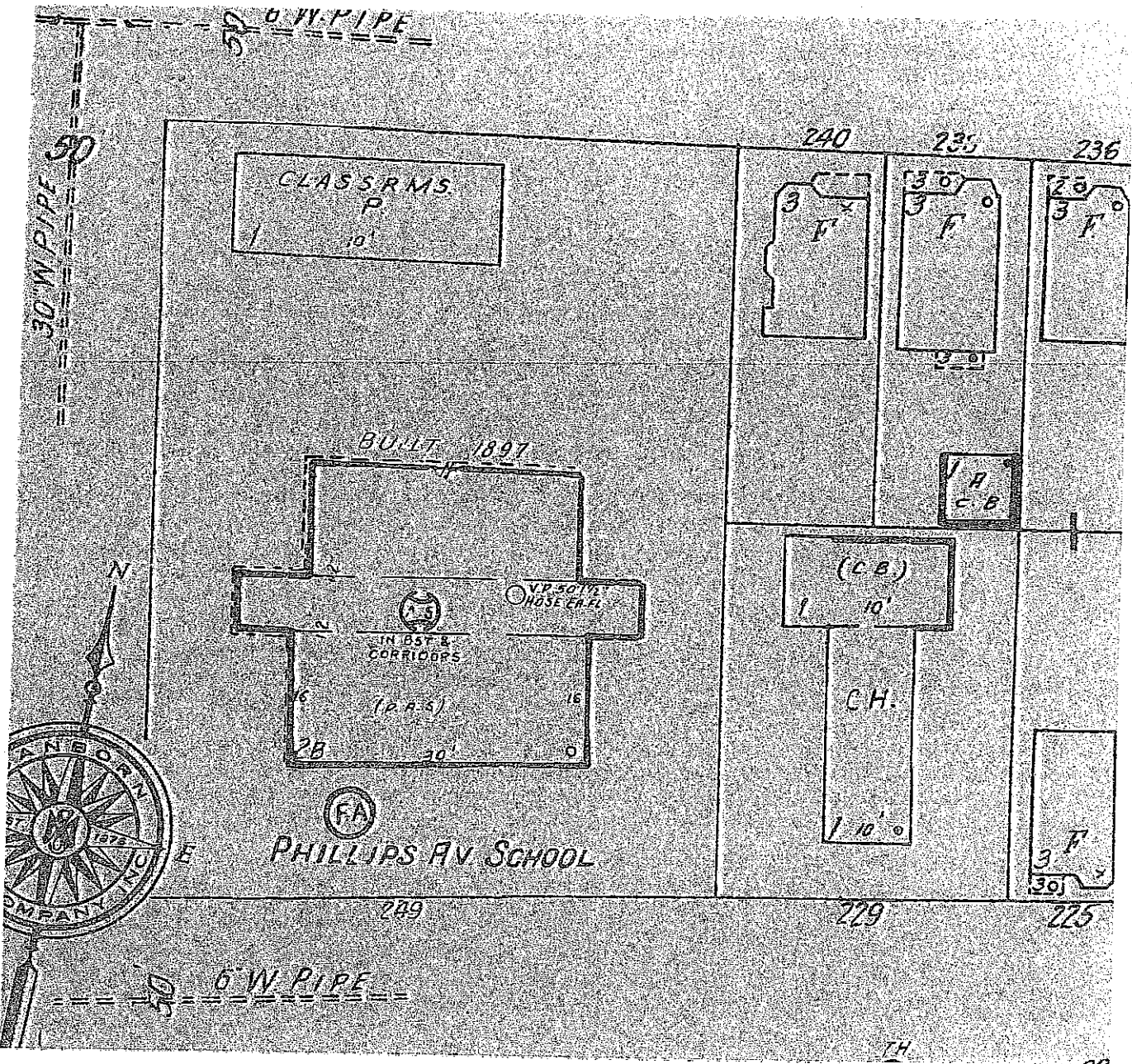
# New Bedford Zoning

Zoning 2015

-  Residential A
-  Residential AA
-  Residential B
-  Residential C
-  Mixed Use Business
-  Planned Business
-  Industrial A
-  Industrial B
-  Industrial C
-  Waterfront Industrial











# WHALE

Waterfront Historic Area League

**WHALE Board  
of Directors**

*President*  
Andrew P. Burnes

*Vice President*  
Joseph Michaud

*Treasurer*  
Danielle Poyant

*Assistant Treasurer*  
Peter J. Hawes

*Secretary & Clerk*  
June Goguen

Lee Blake  
Kathryn Duff  
Diana Henry  
Mark Hess  
Scott Lima  
Denise Madeira  
Kellie Martins  
Michael J. Murray  
Corey Pacheco  
Jeffrey Pagliuca  
Paul Pawlowski  
Carl Silva

**WHALE  
President's Council**

*Chair*  
Peter Kavanaugh

Arthur Bennett  
John Bullard  
Peter DeWalt  
Paul Downey  
Peter Hawes  
Greg Jones  
Lyn Keith  
Tenney Lantz  
Thomas Lyons  
Daniel Perry  
Anthony Sapienza  
David Slutz  
Tony Souza  
Joe Tavares  
Bob Unger

December 5, 2017

James Oliviera, Chairman  
City Property Committee  
133 William St. Room 213  
New Bedford, MA 02740

**RE: Phillips Ave. School Proposal**

Dear Mr. Oliviera,

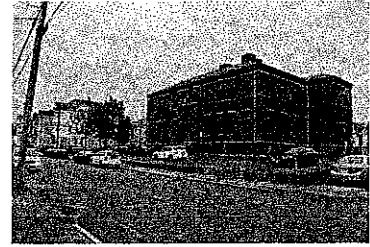
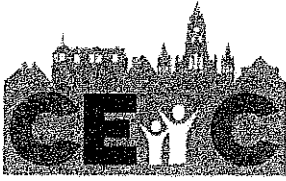
On behalf of the Waterfront Historic Area League (WHALE) and the Community Economic Development Corporation (CEDC), we are pleased to submit a proposal to acquire the Phillips Ave School as an adaptive reuse project to stimulate the Acushnet Ave neighborhood. As the two community development corporations in New Bedford, the Near North End CDC Partnership will restore and repurpose the historic school as the Phillips Ave. Neighborhood Opportunity Center, a mixed-use development dedicated to self-sufficiency, social services and affordable housing.

Since 1962, WHALE has been a leading investor in New Bedford's renaissance, restoring over 60 historic landmarks and homes in the city. Our most notable projects include the Zeiterion Theatre, Rotch Jones Duff House and National Park with more recent efforts including the Co-Creative Center, First Baptist Church and Oscar Romero House. Through these efforts, downtown has become an inclusive creative hub and we steer our attention to the historic Acushnet Ave neighborhood, a developing community with high potential.

This year, LISC Boston awarded the partnership personnel support to survey the area's most valuable, unused assets. In November the WHALE board reviewed the opportunities and challenges of this \$2.5M Phillips Ave School restoration and voted to bid \$25,000 on the project. We appreciate your consideration and hope to further discuss the enclosed proposal with you.

Sincerely,

Teri Bernert  
Executive Director



## **Phillips Ave. School Proposal: Restoration of a Mixed-Use Development**

### **EXECUTIVE SUMMARY**

In 2016, WHALE and the Community Economic Development Center (CECDC) partnered to combine their resources to benefit New Bedford's Near North End, known as the "International Marketplace". Together the community development corporations identified 249 Phillips Ave, a vacant historic school owned by the city, as an ideal joint restoration project. After reviewing program feasibility, community support and zoning requirements, the partnership is approaching the City of New Bedford to acquire the Phillips Ave. School as a mixed-use development for self-sufficiency/social services and affordable housing.

### **SECTION B: STATEMENT OF QUALIFICATIONS**

The development team for the **Phillips Ave. Neighborhood Opportunity Center** blends the expertise of community development with brick and mortar restoration. Each member has worked in New Bedford with a dedication to sensitive adaptive reuse with community outreach. (See **Attached Bios & Resumes of Key Personnel**).

#### **About Waterfront Historic Area League (WHALE)**



WHALE was founded in 1962 during the times of urban renewal when many historic downtown buildings were neglected and demolished after decay. Its mission is to foster historic preservation and continued use of the city's architectural heritage to enhance community and economic development of their Gateway City. WHALE accomplishes its mission through bricks and mortar preservation projects, including the development of arts and cultural venues, affordable and market housing, and mixed-use retail. Their model of assessing, acquiring and repurposing sites under threat has saved over 60 buildings and protected some of the most notable housing and cultural venues in the city. Their work has especially transformed Downtown New Bedford, now a creative destination and National Park. Since 2015, WHALE has leveraged over \$12M in public funding and financing for the bricks and mortar historic restoration of New Bedford neighborhoods and now turns its attention to the Near North End. Key projects completed over the past two years include:

**Co-Creative Center:** A 10,000sf collaborative retail, living and arts space that includes a community gallery, education center and maker space in the downtown district.

**Howland House:** A restored mansion redesigned as 7 units of workforce rental housing

**New Bedford Port Society:** The oldest landmarks in the city, repurposed as a world-class museum, ceremony venue and non-profit office space

**Tom Lopes Gateway Park:** Green space in the South End, honoring first Cape Verdean Representative in the US Senate

**Neighborhood Restoration Program:** Over 3 current sites of foreclosed and vacant historic properties restored and sold through low-income eligible lottery for first-time homebuyers

**First Baptist Church (in progress):** Restoration of the National Treasure designated Quaker Meeting House 1829 church for a community theater.

### About Ganek Architects, Inc.

**Ganek Architects, Inc.** "Great design is our passion." GAI takes tremendous pride in their ability to combine project requirements with creative imagination that result in successful projects. They come with intent to always design functional, inviting and beautiful spaces that inspire each and every person that enters them. Working for private developers, corporate, educational, residential, healthcare and private institutional clients, GAI continues to solve the challenges of master plans, feasibility studies, new construction, renovations, additions, and multi-family residential. Adaptive reuse projects include the Lofts at Perkins Park, Taunton Mills and another historic school, now developed as Residences at Indian Hill. Barry Ganek, AIA LEED AP has been recognized by the Tsongas Award from 2012-2017, one of the most prestigious recognitions in the state.

## **SECTION C: COMPARABLE PROJECTS & REFERENCES**

The **Phillips Ave. Neighborhood Opportunity Center** is based on successful shared re-use models for a community purpose. School sites tend to have a unique location that are already designed for walkability, community access and larger volumes of users engaged in separate activities.



**MODEL #1: Ingraham Place (New Bedford, MA with Sponsor: Women's Institute, WHALE as consultant)** In 2011, the landmark was converted into 19 affordable housing units with program space for non-profits and a community center. Program provides on-site case management, after-school programs and supportive services.

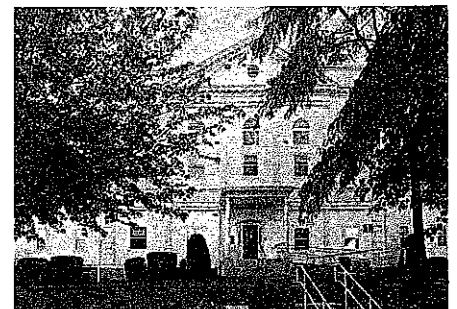
**Design Elements:** Historic preservation, adaptive reuse, energy-efficient systems, outdoor play areas

**Funding:** HTC, LIHTC, HUD Section 8, HOME, MA Affordable Housing Trust Fund, Private Foundations

**MODEL #2: The Maple Street School/The Danversport School (Danvers Housing Authority)** This example was reviewed for the city's Payne Cutlery Areawide Brownfield Plan by McCabe Enterprises. Though larger than Phillips Ave School, several historic schools in Danvers, MA has been converted by as residences for specific interests groups (senior housing, nursery school, disabled) .

**Design Elements:** Historic preservation, adaptive reuse

**Funding:**



### **MODEL #3: Residences at Indian Hill**

A historic 1925 school to be converted as 27-unit apartments. Phillips Ave. Development Team Member Barry Ganek is overseeing this restoration. This was a vacant property with an original footprint of 20,365sf.

**Design Elements:** Historic preservation, adaptive reuse

**Funding:** Private developer, White Pickett Fence LLC

## **SECTION D: PROJECT NARRATIVE**

**Project History: A Goal of Thriving on “the Ave”.** While New Bedford has gained more notice and investment, developers are most attracted to its thriving Downtown New Bedford and often overlook surrounding neighborhoods. Many investors sense risk within Acushnet Ave, a low-income immigrant neighborhood that continues to face many challenges with public safety, substandard housing and limited employment opportunities. CEDC is the only organization offering critical programs for economic resilience in the neighborhood and have noted an increased need for services, but their organizational capacity to meet it is severely limited. The CEDC runs high traffic tax preparation, for example, while sharing space with Groundwork SouthCoast and Mass Migrant Education for vital resident programming. Currently, this initiative pieces together staffing with limited resources in a very small office space, but a more suitable relocation can enhance service delivery of current programs. Meanwhile, WHALE has focused on brick and mortar development of the New Bedford waterfront, but aims to expand its services to Acushnet Ave, a neighborhood overwhelmed with vacant, historic storefronts.

Downtown New Bedford has centered its renaissance through high investments in the creative economy, but the Near North End Partnership senses that Acushnet Ave residents are have a much stronger need for wellness and self-sufficiency services. For over five years, CEDC staff has had their eyes on Phillips Ave School, a vacant historic elementary school still owned by the City of New Bedford. Currently out to bid, this site is strategically located in the neighborhood with parking and green space and was part of an area-wide brownfield initiative to repurpose Acushnet Ave’s largest unused assets. CEDC has played a key role of co-facilitating with many initiatives that have surveyed the neighborhoods (UMD, McCabe Enterprises, EPA, WalkBoston). The Near North End Partnership now aims to restore the school as the **Phillips Ave Neighborhood Opportunity Center**.

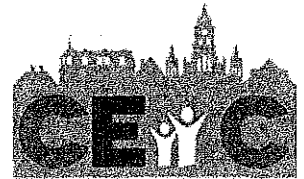
### **Acushnet Ave. Resident Requests of Neighborhood Needs\***

- Self-Sufficiency & Wellness (Health & Well-Being, Clinics)
- Indoor Recreational Facilities (There are no youth centers)
- Centers Adult & Continuing Education (such as ESOL)
- Workforce Training
- Development Strategies to increase Public Safety
- Financial Services (outside of tax preparation and non-exploitative)

*\*Recorded by McCabe Enterprises  
after 40+ charrettes, meetings and studies on Acushnet Ave.*

**Proposed Use & Site Plan.** After being redeveloped by WHALE, the **Phillips Ave. Neighborhood Opportunity Center** will be the headquarters of the Community Economic Development Center and its program partners. Together, they will run a mixed-use development geared to self-sufficiency with social service office space, wellness resources and matched affordable housing. After community sessions about this acquisition, a call for tenants would review the feasibility of requested services such as affordable daycare, culinary kitchen and programming that would align with the center. In the school itself (lot 135), CEDC aims to bolster resources for Acushnet Ave residents with financial literacy education, community referral services and ESOL classes. The two lots (136 & 34) included in the RFP will be used for community gardens and a proposed playground.

**About Community Economic Development Center of Southeastern MA.** Since 1997 the CEDC has created a more just local economy by building bridges to resources, networks, and cooperative action for low and moderate-income members of their community. CEDC recruits, trains and manages volunteers to provide Near North End residents with a broad range of social and financial coaching services. Programs include asset building strategies such as first-time homebuyer workshops, one on one financial training and VITA Free Tax Preparation. All services are provided in English and Spanish and their tax assistance is offered in Portuguese. Staff provides technical assistance to small businesses that aim to fill empty storefronts, bring spending to the neighborhoods and create more local jobs.



Since 2014, CEDC has convened residents and other local stakeholders as part of the “Love the Ave” campaign to provide ongoing place governance on this neighborhood revitalization agenda. This collaboration of over 30 local businesses, residents and community initiatives are dedicated to the revitalization of Acushnet Ave. Bolstered by MA SmartGrowth “Great Neighborhoods” in 2013, this project has energized the community with small-scale creative place making projects such murals, community events, public gardens and a development of a new pocket park. The group is tasked to address its main pillars of public safety, neighborhood beautification, and public art/place making. They are implementing an overall branding strategy of the Ave growing as “the launching pad for what’s next in New Bedford”- they would also utilize the center.



### CEDC Accomplishments

- Guiding **8,500 community outreach referrals per year** for healthcare, immigration issues and English classes- enabling residents to stabilize their lives, integrate the community and qualify for employment
- Files **1,800 VITA tax returns annually**, generating almost **\$3M in refunds and credits** to working families that is brought back to community
- With business assistance, enables new immigrants and other entrepreneurs to plan, launch, stabilize and grow small business. Since 2013, over **45 businesses have started**, **90 more have grown** and over **100 jobs** have been created.
- Since 2013, coordinating over **12 art installations**, **7 community projects** and **public review** of area-wide brownfield projects, work attracted \$2.6M investments in public infrastructure



### Partners In Acushnet Ave.



**GROUNDWORK**  
SouthCoast

**JUSTICE BRIDGE**

Legal Access Center and  
Law Practice Incubator



**Mission: How It Works.** Fondly known as the “International Marketplace”, this section of Acushnet Ave. is a walkable 1.9-mile street with a historic gateway to a vibrant array of diverse shops, markets and ethnic restaurants. It is home to many immigrants and their culture becoming a birthplace of the grandest festivals and ceremonies to take place on “the Ave”. This cultural hub owes much to its diverse population, but is still challenged by service gaps as many residents face language barriers in accessing legal and financial services like basic information from the city or service providers. The Payne Cutlery Brownfield Plan heavily noted that despite its immigrant population, New Bedford still has the third largest ESOL education waitlist in the state.



Over a dozen New Bedford-based initiatives will offer wraparound services at the Phillips Ave Neighborhood Opportunity Center, a walkable location for residents based in the Near North End. This development would pay special attention to opportunities in:

- **Affordable Housing.** On the top floor, the Opportunity Center will provide three 2BR apartments with a shared laundry room. The partnership will review the feasibility to target single mothers living with their families as part of a self-sufficiency program.
- **Daycare/Youth Services.** After acquisition, there will be a request for proposal for an affordable daycare or youth services with a capacity to service 50+ children per month. This may include student resources, based on current resident interest
- **Wellness & Resource Network.** There are well over 50 wellness and social services initiatives throughout the city that serve the low-income, immigrant population. The Center will provide a network hub in a walkable location. Services in need of satellite locations such as immigration legal consultation, housing advocacy or financial literacy coaching will be available on site.
- **Community Classroom.** While there are plenty of meetings spaces downtown, the Near North End is a prime neighborhood in need of its own educational spaces such as ESOL classes and workforce development training, computer literacy and small business technical assistance.
- **Shared-Use Commerical Kitchen.** Already equipped with a small cafeteria, project would review permit and use feasibility of a kitchen to serve as an incubator for local food-making businesses.
- **Public Green Space.** On the grounds, we will reseed the concrete surrounding the property to develop more green space within the neighborhood. Plans involve public art, greenhouse, playground, farmer's market and raised garden beds coordinated by the "Love the Ave" partners
- **Public Safety Resources.** Such as community policing station.

**Timeline & Process.** WHALE agrees to acquire the property in its "AS IS" form and follow the guidelines to develop the Phillips Ave Neighborhood Opportunity Center within 24 months of the developer agreement. This project adheres to city regulation of land use and community-wide vision of new spaces.

#### Project Timeline

**December 2017:** Proposal Submitted  
**January 2018:** Six-Month Due Diligence Period  
**February 2018:** Meeting w/ Permitting Task Force  
**March 2018:** Community Charrettes / Ongoing  
**June 2018:** Acquisition  
**September 2018:** Stabilization Phase  
**June 2018-January 2019:** Capital Campaign  
**May 2019:** Out to Bid  
**July 2019:** Project Construction  
**January 2020:** Leasing Opportunities  
**February 2020:** Certificate of Occupancy  
 & Grand Opening

#### In Accordance to City Regulation.

- **Zoning.** The center will retain its primary zoning as a mixed-use development (see **Site Plan**).
- **Transportation Demand Management.** This project will decrease its on-site parking to add green space, but still retain at least 30 spaces, in accordance to the requirement. The site projects an occupancy of 100 users at a time. Based on Ord. of 12-23-03, § 1, Special Permit would allow commercial parking in residential district for public benefit and project would review that as necessary.
- **Transportation & Walkability.** This site is connected to major roadways across the city with two-way traffic. It has on-street, unrestricted parking on both sides of roadway, includes handi-capped spaces. In 2016, WalkBoston coordinated a walking assessment of Acushnet Ave and identified various opportunities and challenges in the area. With a WalkScore of 85 and transit of 32, this site significantly surpasses the city average of 66 and transit of 28.
- **ADA Compliance.** This project would aim for first-floor accessibility with ability to participate in all programming.

**In Accordance to City Vision.** The goals of the Phillips Ave Neighborhood Opportunity Center advances many of community planning objectives and needs:

- **New Bedford 2020 Master Plan.** The Center strengthens the commercial district of a pedestrian friendly neighborhood while offering workforce development training, two noted priorities for the city. The top floor of

affordable housing contributes to the city's goal of increasing affordable quality housing. Added greenspace will outdoor recreational opportunities in the neighborhood.

- **"Corridor of Opportunity" Acushnet Ave Economic Impact Study.** In 2014, the Public Policy Center at UMASS Dartmouth found the neighborhood "poised for renaissance", but highly recommended credible community development organizations to intervene and organize with residents and business owners and advocate for economic redevelopment.
- **NB Brownfield Area-wide Plan.** In 2013, the City of New Bedford and EPA identified ideal outcomes for 249 Phillips Ave. including a Community Wellness Center with resources services, surrounded by green space.
- **Sustainability.** Based on WHALE's status as a community development corporation, we are committed to sustainable practices in all projects. The Co-Creative Center is in review for three sustainability awards for its cost-effective approaches in adaptive reuse and energy efficiency.
- **NB Preservation Forum.** Though not within a historic district, WHALE will repurpose the historic school for community-based adaptive re-use, a city-led priority approach in New Bedford.

### Preliminary Site Plan of 249 Phillips Ave.

**\*See Attached Site Plan**

**Mixed-Use Business Zoning:** General Business Zone that also permits Residential C. By permit includes outdoor commercial recreation and clinic.

**Residential C:** Allows 1 single family home per 10,000sf, 1 two-family per 5,000sf, or 1 three-or-more family per 1,000sf. By-right includes childcare facilities

**Applied uses for Phillips Ave Neighborhood Opportunity Center:** 1 three-family unit with childcare facilities, office space, educational space, playground, public art. Possible clinic or culinary, but in future development phase

**Sq. Footage:** 30,242sf lot, 19,6553 building

**Total Housing:** up to 3 2BR, 60-80% AMI

**Density of Dwelling per lot:** 1 per 1,000sf

**Height:** N/A (Must not exceed 100 feet)

**Frontage:** 35' 8" (10 ft required)

**Sides:** 23' (10 ft on any side required)

**Rear Yard** (10 ft. required)

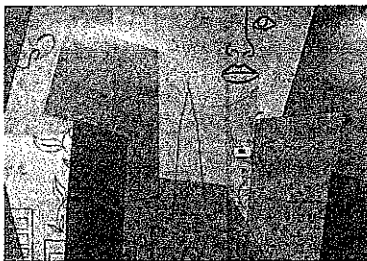
**Maximum Build Out:** 94,000 sf

**ADA Compliance:** first floor to program space with parking

**Landscaping:** Grass, bench, 3 raised beds (35% green required)

**Parking Requirements:** At least 30 (includes required 2 spaces per dwelling unit, 1 space for every 1,000 sf office space, 1 space for each employee and three drop off zones for daycare)

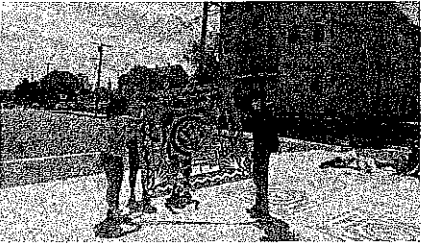
**Community Involvement & Outcomes.** Residents of the Acushnet Ave have continually envisioned a safer, cleaner, greener neighborhood with more opportunities for its ambitious immigrant population. Outreach will include more neighborhood engagement events, public charrettes and recruit more small businesses and residents. Since 2013, through building trust, self-confidence and relationship in the community, CEDC has involved more than 350 local stakeholders in planning, meetings, clean ups, public art projects, community festivals and transportation advocacy. Likewise, WHALE performs countless neighborhood charrettes, one on one sessions and public "peek ins" and events. When activating a neighborhood with its endangered buildings, WHALE opens sites that have been vacant and closed to the public for years, sometimes decades, to attract curiosity and a sense of revitalization efforts. Last year, WHALE hosted 5 volunteer work weekends where over 60 participants were paired with construction mentors and helped restore 50 historic windows of an endangered National Treasure. Residents, even inexperienced in a trade, feel more connected to a neighborhood when they are part of its hands on development. WHALE will bring this sense of community investment to the Near North End during the development of the Phillips Ave. Economic Center.



Recently, WHALE and CEDC were jointly awarded \$50,000 from LISC Boston to survey and develop within the Near North End neighborhood. This funding will support the outreach efforts and development of the Phillips Ave. Economic Center.

**SECTION E: FINANCIAL INFORMATION**

**Finance Strategy.** Since 1962, WHALE has saved over 60 historic properties through public funding.



- *Capital Appeal:* WHALE/CEDC will launch a capital appeal through social network, corporate sponsorships, individualized supporter meetings and mailing that will promote awareness of this capital campaign
- *Private & Public Foundations:* WHALE's local and nationally recognized grant awards typically range of \$10K-\$150K. Foundations that have supported past WHALE projects include Rainy Day, Upstream Foundation, Garfield Foundation, Island Foundation, 1772 Foundation. Many of the members and supporters have advocated for WHALE to support more initiatives in the Near North End. When WHALE calculates a development we approach various grants for at least double the goal to ensure funding success.
- *Incentivized Grant & Individual Donations:* Every year as a community development corporations, WHALE/CEDC are granted over \$150,000 worth of Community Investment Tax Credits to allocate to project supporters. Any individual, company or foundation that donates over \$1,000 to an eligible project is granted a 50% tax refund from the state of Massachusetts. This has been a major incentive for new and repeating supporters that follow current projects.

**By The Numbers**

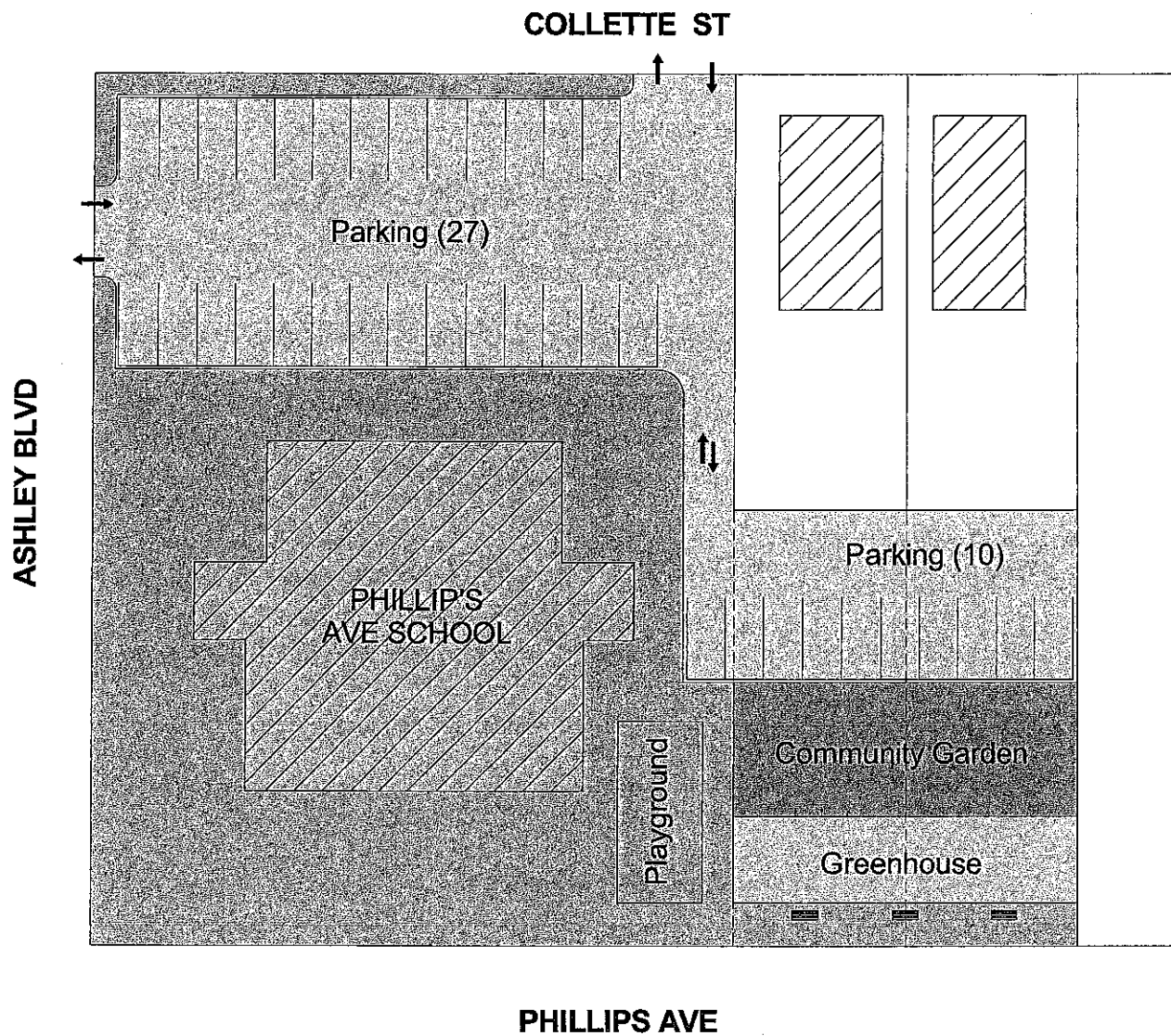
**Assessed Value:** \$1,047,600.00  
**Estimated Bid for Acquisition:** \$25,000  
**Deposit to City:** \$1,250  
**Projected Restoration Costs:** \$2.4M



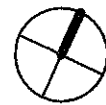
**Sources & Uses of Funds.** Pro-Forma Attached. WHALE has significant experience with all funding sources. They include state and local subsidy- to include City of New Bedford HOME funds, CPA, Mass Cultural Council Cultural Facilities Funds, and State Historic Tax Credits.

Grants Awarded to WHALE Since 2015	
*Bristol County Savings Bank	* Federal & State Historic Tax Credit
*City of New Bedford CDBG/HOME Funds	*MA Historical Commission
*Community Economic Assistance Corp.	*MassDevelopment
* Community Investment Tax Credits	*National Trust for Historic Preservation
* LISC Boston	*National Park Service
* MA Cultural Facilities Fund	*Public & Private Foundations (\$10M+)

**Banking References.** Bristol County Savings Bank: Rich Farmer, Vice President. 508-828-5354



① Site Plan  
1" = 40'-0"



Developer:	Project:	Address:	Scale:
WHALE	PHILLIP'S AVENUE SCHOOL	249 PHILLIP AVE, BEDFORD, MA	

**PROPERTY ADDRESS****Philip's Avenue School, 249 Philip's Avenue**

Mixed-Use Neighborhood Opportunity Center 13,102 SF

**SOURCES OF FUNDS**

<b>Permanent Sources</b>	<b>Total</b>	
MCC CFF for Culinary Kitchen	\$	150,000
Urban Agenda	\$	100,000
MHC MPPF	\$	100,000
HOME	\$	450,000
Community Preservation Act	\$	400,000
State Historic Tax Credits	\$	500,000
Foundation Grants	\$	300,000
Mortgage	\$	500,000
<b>TOTAL PERMANENT SOURCES</b>	<b>\$</b>	<b>2,500,000</b>

**USES OF FUNDS**

	<b>Total</b>	
<b>Acquisition Cost:</b>	<b>\$</b>	<b>25,000</b>
Construction/Rehab (includes landscaping, appliances, permits and laundry hook-up		2,096,320
Contingency (10%)		209,632
<b>Subtotal Construction:</b>	<b>\$</b>	<b>2,305,952</b>
Architect & Engineering		85,000
Inspection fee		1,000
Environmental Engineer		3,000
Legal		10,000
Title & Recording		2,000
Insurance		4,000
Maintenance & Utilities		5,000
Appraisal		500
Security		1,000
Construction Loan Interest		8,000
Soft Cost Contingency		19,548
<b>Subtotal Soft Costs:</b>	<b>\$</b>	<b>139,048</b>
Developer Overhead		30,000
<b>TOTAL DEVELOPMENT USES</b>	<b>\$</b>	<b>2,500,000</b>

160

\$ 720.61 SF

**Teri Bernert**

8 Delano Way, South Dartmouth, MA 02748

**Telephone:** (508) 979-5010 **Mobile:** (508) 264-2648

**E-mail:** tbernert@comcast.net

**Summary of Experience:**

- Over twenty-five years of experience in the field of non-profit community and real estate development.
- Project Manager for workforce and mixed-income housing, historic renovations, brownfields development, and commercial and mixed-use projects.
- Proven track record in grant writing, strategic planning, non-profit management and community outreach.
- Extensive experience in foreclosure rehab, mill rehab, historic and low-income tax credit financing and brownfields financing.

**Experience:**

**Waterfront Historic Area League (WHALE), Executive Director**

New Bedford, MA 2013 to present

Facilitating numerous historic renovation projects totaling over \$12 M including the Howland Mansion restoration project creating new workforce housing for downtown NB, the Port Society Complex project in collaboration with the NB Port Society, The mixed-use Co-Creative Arts Project and the First Baptist Church reuse project for reuse as a community theatre. Managing staff, Board of Directors, project fundraising, grant administration, and advocacy and education projects.

**Taunton Business Improvement District and Downtown Taunton Foundation, Executive Director**

Taunton, MA 2010 to 2013

Managed all beautification, development, infrastructure, grant applications and marketing projects for Downtown Taunton. Leveraged over \$2.5 million in grants for development projects creating 8 new units of housing and associated commercial space. Worked on downtown creative economy development, including submitting state and federal historic tax credit applications for a former 1826 District Courthouse property and a landmark Main Street 60,000 SF historic building. Managed two Board of Directors, three staff and community volunteers, fundraising, and outreach media including a website and monthly Electronic News to all members and interested constituents.

**Neighborhood Restoration Manager, The Neighborhood Developers**

Chelsea, MA 2010

Project Manager for the Neighborhood Stabilization Initiative purchasing REO foreclosures for renovation for affordable housing, including the historic renovation of a former fire station for elderly housing. Utilized NSP and HOME funding. Managed architects, general contractors, and all aspects of development through acquisition to lease up for over 20 units.

**Community Works Rhode Island/ Director of Real Estate**

Providence, RI 2009

Directed all real estate development activities for the organization and managed the development of projects, including identification of properties, financial and feasibility analysis, development of budgets and timeframes, coordination of architectural designs for historic properties, securing public and private funds, managing project staff, consultants and contractors through the development process, monitoring the development, and selling or leasing of properties. Oversaw \$13 M of new construction and historic rehab properties including the start of a LEED Platinum mixed-use building. Acquired four foreclosures for rehab as first-time homebuyer for-sales using NSP/HOME funds.

**Neighborhood Corporation CDC / Executive Director**

Taunton, MA. 1999 – 2008

## Barry Ganek, AIA LEED AP

Barry founded **Ganek Architects Inc.**, in 2005 after having been Principal and Founder of Ganek Baer Architects. Prior, Barry's experience spans 25 years as a sole practitioner, Lead and Project Architect with other notable firms in the Northeast. Specializing in commercial and multi-family residential design, Barry offers particular strengths in the redevelopment of historic industrial properties into multi-use complexes, corporate office design, new commercial projects and space utilization analysis.

### Sample Projects

#### Adaptive Re-Use Housing Projects

- Conversion of 285,000 SF historic mill into 230 residential units, *The Lofts at Perkins Park*, Lowell, MA
- Conversion of 300,000 SF historic mill complex into 231 residential units and commercial space. *Abbot Mill*, Westford, MA
- Conversion of 315,000 SF historic mill complex into 132 residential units, *The Lofts at Lancaster Mill*, Clinton, MA
- Conversion of 150,000 SF historic mill into 82 residential units and 42,000 SF commercial space, *The Lofts at Cargill Falls Mill*, Putnam, CT
- Conversion of 80,000 SF historic mill complex into 62 residential units, *Taunton Mills*, Taunton, MA

#### Commercial Experience

- New construction corporate visitor center, *Distrigas Corp.*, Everett, MA
- 600,000 + sf of office space and network data center in Washington DC, Sterling, VA, and Chicago for *NeuStar Inc.*, a high tech telecommunications company
- Non-Profit: Conversion of 18,000 SF industrial space into a day program facility for special needs adults, *Career Resource Corporation*, Haverhill, MA

#### Retail Experience

- Steel & Rye, Milton, MA, 6500 SF restaurant built within a former automobile garage shell building
- Olsen Cadillac, Woburn, MA, 24,000 SF renovation/expansion of auto dealership to GM corporate standards
- Cadillac Village, Norwood, MA, 30,000 SF renovation/expansion of auto dealership to GM corporate standards

#### New Construction Housing Projects

- Concord & Garden St. Townhouse development in Historic and contemporary style, Cambridge, MA *CEA Group, Inc.*
- Windham Road 15 unit Townhouse Mixed-use development Pelham, NH *TMI Development*

#### Education

Bachelor of Architecture, Boston Architectural College, Boston, MA 1990  
Carnegie-Mellon University, Pittsburgh, PA

One River Road Carlisle, MA 01741

[www.ganekarchitects.com](http://www.ganekarchitects.com)

978.371.9001



**ATTACHMENT A**  
**PRICE PROPOSAL FORM**

The undersigned hereby submits the attached proposal for the sale of property to the City of New Bedford in response to the Request for Proposals (RFP) for the acquisition of the designated property in the City of New Bedford.

Proposer's Name:

Owner's Name (if different from proposer):

Owner Entity and State of Incorporation:

Proposer's Address:

Proposer's Telephone:

Proposer's E-Mail:

Proposer's Fax Number:

Parcel Location: Street Address or Location of Property:

Proposed Purchase Price:

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

Name (Print): Teri Bernert, Executive Director



**ATTACHMENT E**  
**CERTIFICATE OF NON-COLLUSION**

City of New Bedford  
133 William Street  
New Bedford, MA 02740

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

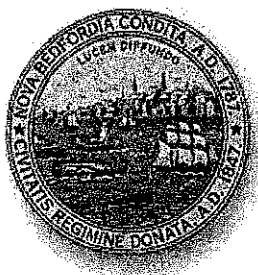
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Signature of individual submitting bid

Waterfront Historic Area League (WHALE)

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Name of business/organization



I HEREBY CERTIFY THAT I HAVE RECEIVED THE FOLLOWING ADDENDUM

ADDENDUM #'S \_\_\_\_\_

\_\_\_\_\_  
Person submitting bid

\_\_\_\_\_  
Company Name

Please include this form with your bid if applicable.

**PROPOSAL FOR THE DISPOSITION  
AND DEVELOPMENT  
THE PHILLIPS AVENUE SCHOOL**

SUBMITTED BY  
CRUZ DEVELOPMENT CORPORATION  
1 JOHN ELIOT SQUARE  
ROXBURY, MA 02119  
617.445.6901

SUBMITTED TO  
CITY OF NEW BEDFORD  
PURCHASING DEPARTMENT  
NEW BEDFORD CITY HALL  
133 WILLIAM STREET, RM 208  
NEW BEDFORD, MA 02740

SUBMISSION DATE  
DECEMBER 5, 2017

A: LETTER OF TRANSMITTAL

December 5, 2017

James Oliveira, Chairman  
City Property Committee, Room 213  
New Bedford City Hall  
133 William Street  
New Bedford, MA 02740

Re: Request for Proposal #18161490  
Disposition and Development  
Phillips Avenue School  
249 Phillips Ave.  
New Bedford, Massachusetts

Dear Mr. Oliveira:

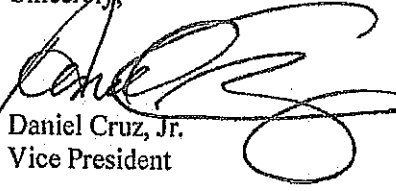
Cruz Development is pleased to submit our response to the Request for Proposals #18161490 for the Disposition and Development of the Phillips Avenue School in New Bedford, MA. We propose and believe the highest and best use for the former Phillips Avenue School is new, high quality rental apartments.

Cruz Development Corporation is offering Two Hundred and Ten Thousand Dollars (\$210,000.00) for the property. Enclosed, is our check in the amount of Ten Thousand Five Hundred Dollars that represents five percent (5%) of the offer price.

We propose to repurpose the structure into seventeen apartments; a mix of five-one and twelve-two bedroom apartments. The current building will be mixed income with approximately 53% affordable and 47% market rate. The exterior will undergo a "historic rehabilitation" supported by federal and state historic tax credits. The roof will be repaired and rebuilt, the façade will be repaired and repointed and historically correct windows and exterior doors will be installed. The interior will undergo a "gut" rehabilitation with all new high efficiency systems and interior partitions. The site will be landscaped and have defined parking areas for tenants and visitors.

We look forward to working with the City of New Bedford on this exciting project.

Sincerely,

  
Daniel Cruz, Jr.  
Vice President


*Cruz Cares!*

www.CruzCompanies.com

Cruz Development  
1 John Eliot Sq.  
Roxbury, MA 02119

T. (617) 445-6901

John B. Cruz Construction  
1 John Eliot Sq.  
Roxbury, MA 02119

 @CruzCompanies  
Cruz Management  
434 Mass Ave. #300  
Boston, MA 02118

## B: STATEMENT OF QUALIFICATIONS

## B. Statement of Qualifications

### 1. Development Team

Discipline	Team Member
Developer	Cruz Development Corporation - Daniel Cruz, Jr.
Architect & Engineers	
Architect	Micheal Washington Architects, Inc. - Micheal Washington
Architect	Gina Gomes Design Consulting - Gina Gomes
General Contractor	John B. Cruz Construction Co., Inc. - J.B. Cruz, III
Property Manager	Cruz Management Company, Inc. - Justin Cruz
Legal	
Corporate	Tourse & Associates - Dennis Tourse
Title	Lawson & Weitzen - Darly David
Permitting	Mintz Levin - Allan Caggiano
Zoning	McKenzie & Associates - Joseph Feaster
Real Estate	McKenzie & Associates - Denzil McKenzie
Environmental	Robinson + Cole - Chris Foster
Accountants	CohnReznick LLP - Ron Walker
Green Consultant	Clearesult, Inc. - Michael Scofield

### 2 Qualfications of Team

**Cruz Development Corporation (CDC)** is a Massachusetts real estate development corporation with decades of commitment to service the needs of the community by instilling a sense of pride and esteem in all projects undertaken. We believe that a real estate development should provide economic opportunities for the people in the community.

The year 1973 marked the completion and dedication of our first development project; a 38-unit Section 236 housing development. Cruz Development Corporation, over the next 40-year period, developed approximately 2,100 units (affordable, subsidized and market rate) in Boston and New Bedford,

Massachusetts and Miami, Florida. The aggregate total development costs of these projects exceed \$400,000,000.

Cruz Development Corporation also joint ventured with other developers participating in the constructing of another 1,800 units of housing. We have developed projects under various federal and state programs, starting with our first 236 Development to Hope VI programs. Cruz Development Corporation is one of the leading minority real estate development firms in the country, with a reputation for excellence in creating quality, well-designed developments that are consistently compatible with the existing fabric of the neighborhood. In recognition of its achievements, Cruz has received numerous awards over the years for excellence in design and development of projects that contribute positively to the neighborhoods served, including "The National Association of Home Builder's Best Multifamily Housing Award" twice. Cruz Development Corporation and John B. Cruz Construction have completed an aggregate total of residential and commercial projects totaling over \$500,000,000 during the past 40 years. Our largest single project was in excess of \$36,000,000.

The company also recently participated in a joint venture with The Gale Wentworth Company on One Lincoln, which is a 36-story office building comprising of one million square feet, that houses State Street Bank Corporation's headquarters. The development's cost was \$325,000,000.

**John B. Cruz Construction Company, Inc., (CCI)** a community based general contractor firm, founded by John B. Cruz, Jr. (who was born in New Bedford) in 1947 as a carpentry subcontracting company, has a successful history over the last 60 years building numerous residential housing complexes, industrial, and commercial properties throughout the northeast region of the United States. Over this same period, Cruz Construction has amassed an impressive list of well over 100 satisfied clients.

Some of the highlights in the company's portfolio are: Verdean Gardens, a 110 unit mixed income development in New Bedford, Council Towers a 17 story building with 144 units for elderly residents (Boston); Wayne Apartments, a 349 unit rehabilitation; Belton Crossing 11,000 S.F. luxury condominium homes; 520 Dudley Street reconstruction of 22,000 S.F. of office and retail space; Morning Star Baptist Church, new construction of a 40,000 S.F. worship facility; Michael Haynes Center for Urban Ministerial Education interior rehabilitation of 15,000 S.F. The neighborhood of Harvard Commons is the redevelopment of an 18-acre parcel into a residential subdivision, which includes 45 rental units and a 54



single-family market rate homes along with a clubhouse, recreation area, new streets and utilities. To date, 50 of the 54 homes are either been sold; built, in construction or in permitting. The company has also participated in several joint ventures on projects such as The Reggie Lewis Track Facility, The Boston Police Headquarters and Mission Main Housing Redevelopment, a 540 unit Hope VI development.

**Cruz Management Company, Inc. (CMC)** established in 1982 originally to provide management services for properties developed by Cruz Development Corporation. Today Cruz Management is a full service real estate property management firm. The Cruz Management Company team has won a reputation for professionalism and partnership with residents, housing agencies and community groups. CMC has extensive knowledge and experience working with private, local, state and federal regulatory agencies in the management and administration of rental housing units. Compliance with fair housing laws and a thorough knowledge of various subsidy programs, including Project Based Section 8, Low Income Housing Tax Credits, HOME funds, Section 236 and 221 (d)(3) and (d)(4) projects has given CMC an advantage over other management companies.

Cruz property maintenance personnel are mechanics with certifications in all areas of building maintenance systems and general areas such as carpentry, plumbing and HVAC. In addition, Cruz has the ability to utilize the expertise of J. B. Cruz Construction to resolve maintenance issues within our portfolio.

Like his father John "Bertie" Cruz, President and CEO John B Cruz III, continues to honor and uphold their on-going commitment to improve the lives, properties and neighborhood of their residents and the community.

Proudly, 2006 saw the establishment of The John "Bertie" Cruz, Jr. Scholarship at Bridgewater State College, named for the founder. This scholarship is a testament to a leader whose vision and contributions towards economic empowerment, creates a beacon of hope for generations to come.

**Micheal Washington Architects, Inc. (MWA)** is a minority owned architectural firm based in Boston, MA. Micheal Washington, President of MWA, has practiced architecture for over thirty years. MWA offers its clients a full range of architectural services. Past and present clients include Cruz Development Corporation, IBM, Harvard Real Estate, Inc., the Commonwealth of Massachusetts Division of Capitol Planning, Massachusetts Housing Finance

Agency, US Department of Housing and Urban Development, the housing authorities in Boston, Cambridge, Quincy, Revere and Medford. In addition, MWA has performed work for the Massachusetts Bay transit Authority, Massachusetts Water Resources Authority and Massport.

MWA has provided feasibility studies, master planning, architectural programming, design and construction administration services on numerous project types. MWA has worked on single and multifamily housing projects, office buildings, community / recreation centers, medical offices, industrial and transportation facilities. These included historic rehabilitation, expansion and new construction projects. Micheal Washington has a Masters of Architecture from Harvard University. MWA staff possess Architectural Registrations in four states.

3. Resumes of the key development team members. Please see the following page.

*(This space left intentionally blank.)*

4. Purchase of additional parcels is not contemplated as of the date of this submission.

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

3.4. On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date.

RESIDENCES AT HARVARD COMMONS- PHASE II (26) of 54 Single Family Homes and Infrastructure)\*

Owner:	Harvard/Cruz LLC	Start:	2007
Architect:	Micheal Washington Architects	Completion:	Ongoing
Contract Amount:	\$8,067,000	% Complete:	96%
		Cruz Workforce:	5%

RESIDENCES AT HARVARD COMMONS- PHASE III (28) of 54 Single Family Homes and Infrastructure)

Owner:	Harvard/Cruz LLC	Start:	Spring 2016
Architect:	Micheal Washington Architects	Completion:	Ongoing
Contract Amount:	\$12,400,000	% Complete:	20%
		Cruz Workforce:	5%

WAYNE AT BICKNELL (Moderate Rehab of 72 Residential Units)

Owner:	Wayne At Bicknell, Inc.	Start:	August 2016
Architect:	The Architectural Team	Completion:	March 2018
Contract Amount:	\$12,426,458	% Complete:	60%
		Cruz Workforce:	20%

\*Residences at Harvard Commons

Phase II - 25 of 26 single-family homes built or under contract, of which 24 are sold.

Phase III begins Spring 2016.

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

3.5 List name of project, owner, architect, contract amount, percent completed in the past five years giving the name of project, owner, architect, contract amount date of completion and percentage of the cost of the work performed by your own forces.

VERDEAN GARDENS (Moderate Rehab of 110 Residential Units)

Owner:	Verdean Gardens LLC	Start:	July 2016
Architect:	The Architectural Team	Completion:	July 2017
Contract Amount:	(\$4,939,610)	% Complete:	100%
		Cruz Workforce:	20%

WAYNE AT COLUMBIA (Moderate Rehab of 83 Residential Units)

Owner:	Wayne At Columbia, Inc.	Start:	October 2014
Architect:	The Architectural Team	Completion:	February 2016
Contract Amount:	(\$11,432,474)	% Complete:	100%
		Cruz Workforce:	20%

WALNUT APARTMENTS (Moderate Rehab 32 Residential Units and first floor Health Clinic)

Owner:	Jamaica Plain Neighborhood Development Corp.	Start:	October 2014
Architect:	Elton & Hampton Architects	Completion:	February 2016
Contract Amount:	(\$7,618,764)	% Complete:	100%
		Cruz Workforce:	20%

WAYNE AT FRANKLIN HILL (Moderate Rehab of 72 Residential Units)

Owner:	WFH Housing, LLC	Start:	June 2013
Architect:	The Architectural Team	Completion:	July 2014
Contract Amount:	\$8,386,429	% Complete:	100%
		Cruz Workforce:	20%

WAYNE AT BLUE HILL (Moderate Rehab of 48 Residential Units)

Owner:	WBH Housing, LLC	Start:	October 2012
Architect:	The Architectural Team	Completion:	September 2013
Contract Amount:	(\$5,635,460)	% Complete:	100%
		Cruz Workforce:	20%

MORNING STAR BAPTIST CHURCH

Owner:	Morning Star Baptist Church, Inc.	Start:	11/02
Architect:	Stull and Lee Architects, Inc.	Completion:	05/05
Contract Amount:	(\$7,600,000)	% Complete:	98%
		Cruz Workforce:	15%

MICHEAL HAYNES CENTER FOR URBAN MINISTERIAL EDUCATION

Owner:	Gordon-Conwell Theological Seminary	Start:	03/05
Architect:	Micheal Washington Architects	Completion:	04/06

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

Contract Amount: (\$2,400,000)

% Complete: 100%  
Cruz Workforce: 75%

HARVARD COOPERATIVE HOUSING - Phase I

Owner: Harvard Commons Limited Partnership  
Architect: Micheal Washington Architects  
Contract Amount: (\$7,200,820)

Start: 11/03  
Completion: 03/05  
Cruz Workforce: 15%

520 DUDLEY STREET

Owner: Dudley Economic Empowerment Partners  
Architect: Hezekiah Pratt and Associates  
Contract Amount: (\$2,296,426)

Start: 07/01  
Completion: 01/03  
Cruz Workforce: 30%

BELTON CROSSING

Owner: Erline Belton  
Architect: Hezekiah Pratt and Associates  
Contract Amount: (\$1,169,500)

Start: 07/01  
Completion: 04/02  
Cruz Workforce: 30%

PAIGE ACADEMY

Owner: PAIGE ACADEMY INC.  
Architect: Gail Sullivan Associates  
Contract Amount: (\$1,700, 000)

Start: 11/99  
Completion: 02/02  
Cruz Workforce: 30%

SUPER STOP & SHOP - JAMAICA PLAIN, MASSACHUSETTS

Owner: Stop & Shop Supermarket Co.  
Architect: Melton Ferre Associates Architect  
Contract Amount: (\$400,000)

Start: 10/00  
Completion: 02/01  
Cruz Workforce: 5%

SUPER STOP & SHOP - - STONEHAM, MASSACHUSETTS

Owner: Stop & Shop Supermarket Co.  
05/00 Architect: Summer Schein Architects  
Contract Amount: (\$902,507)

Start:  
Completion: 08/00  
Cruz Workforce: 5%

BCN PROPERTIES (52 unit scattered sites)

Owner: BCN PROPERTIES LIMITED PARTNERSHIP  
Architect: Chisholm Washington  
Contract Amount: (\$6,000,000)

Start: 11/99  
Completion: 01/01  
Cruz Workforce: 20%

ORCHARD PARK OFF-SITE PHASE I (Scattered Sites)

Owner: Orchard Park Limited Partnership  
Architect: Domenech Hicks Krockmalnic  
Contract Amount: (\$13,000,000)

Start: 3/99  
Completion: 11/00  
Cruz Workforce: 20%

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

FIELDSTONE APARTMENTS (Demo/Disp. Project)

Owner: United States Department of Housing and Urban Development  
Mass. Housing Finance Agency  
Interim Asset Manager

Start: 10/97  
Completion: 07/98  
Cruz Workforce: 20%

Architect: Ransom Design Studios

Contract Amount: (\$4,000,000)

SONOMA, MAPLE, SCHUYLER (SMS) Demo/Dispo. Project Phase I (Scattered Sites)

Owner: United States Department of Housing and Urban Development  
Mass. Housing Finance Agency  
Interim Asset Manager

Start: 07/97  
Completed: 5/99  
Cruz Workforce: 20%

Architect: Chisholm Washington Architects

Contract Amount: (\$4,000,000)

MAPLE COMMONS (Scattered Sites)

Owner: Maple Commons Apartments Limited  
Architect: Chisholm Washington Architects  
Contract Amount: (\$3,200,000)

Start: 11/96  
Completed: 01/98  
Cruz Workforce: 13%

NATE SMITH HOUSE

Owner: Jamaica Plain Neighborhood Dev. Corp.  
Architect: HKT Architects, Inc.  
Contract Amount: (\$3,686,500)

Start: 09/96  
Completed: 08/98  
Cruz Workforce: 13%

MWRA PROJECT DEER ISLAND RO/RO WATER TRANSPORTATION SYSTEM

Prime Contractor: Boston Towing and Transportation Co.  
East Boston, MA  
Contract Amount: (\$2,718,723)

Start: 01/91  
Completed: 05/98

BOSTON POLICE DEPARTMENT HEADQUARTERS (JT. VENTURE)

Prime Contractor: CRUZ/SUFFOLK  
Roxbury, MA  
Contract Amount: (\$40,500.00) 51% Cruz and 49% Suffolk

Start: 10/95  
Completed: 08/97

EGLESTON CENTER

Owner: Egleston Square Development Corp.  
Architect: Stull & Lee, Inc.  
Contract Amount: (\$1,426,200)

Start: 09/95  
Completed: 09/96  
Cruz Workforce: 13%

BHA ELDERLY III

Owner: Boston Housing Authority (BHA)  
Architect: BHA Chief Architect  
Contract Amount: (\$1,600,000)

Start: 10/94  
Completed: 08/96  
Cruz Workforce: 16%

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

MADISON PARK

Owner:	Dept. of Capital Planning & Operations	Start:	10/95
Architect:	CBI Consulting	Completed:	07/96
Contract Amount:	(\$782,084)	Cruz Workforce:	10/7

MBRI - BOSTON BIOTECH

Owner:	Massachusetts Biotechnology Research	Start:	04/95
Architect:	Stull & Lee, Inc.	Completed:	06/95
Contract Amount:	(\$1,700,000)	Cruz Workforce:	5%

REGGIE LEWIS ATHLETIC FACILITY

Owner:	Roxbury Community College/DCPO	Start:	12/93
Architect:	Whitney, Atwood, Norcross Assoc.	Completed:	05/95
Contract Amount:	\$14.1 Million Joint Venture 30% Cruz / 70% Suffolk	Cruz Workforce:	16%

CHARLAME PARK HOMES

Owner:	Charlame Park Homes Limited Partnership	Start:	06/94
Architect:	Design/Build Cruz	Completed:	02/95
Contract Amount:	(\$375,000)	Cruz Workforce:	20%

FEDERAL RESERVE

Owner:	Federal Reserve Bank	Start:	09/94
Architect:	LeMessurier Consultants	Completed:	02/95
Contract Amount:	(\$580,000)	Cruz Workforce:	16%

STAFFORD HEIGHTS

Owner:	Nuestra Comunidad Development Corp.	Start:	02/94
Architect:	Domenech Hicks & Krockmalnic	Completed:	12/94
Contract Amount:	(\$4,300,000)	Cruz Workforce:	15%

LEGAL SERVICES CENTER

Owner:	President and Fellows Harvard University	Start:	
Architect:	Migliassi/Jackson Associates	Completed:	07/93
Contract Amount:	(\$1,622,720)	Cruz Workforce:	35%

ALEXANDER/MAGNOLIA COOPERATIVE HOUSING

Owner:	Dorchester Bay Economic Development Corp.	Start:	01/93
Architect:	Tise Architects	Completed:	12/31/93
Contract Amount:	(\$3,485,274)	Cruz Workforce:	30%

PRANG HOUSE/PRANG ESTATES

Owner:	Prang Estates Associates, LP.	Start:	01/93
Architect:		Completed:	12/93
Contract Amount:	(\$2,454,262)	Cruz Workforce:	30%



JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

FRANKLIN PARK APARTMENTS

Owner:	TCB Franklin Park Limited Partnership	Start:	10/92
Architect:	Ransom Design Studios	Completed:	10/93
Contract Amount:	(\$2,171,827)	Cruz Workforce:	30%

VBC APARTMENTS

Owner:	VBC Limited Partnership	Start:	7/90
Architect:	Chisholm Washington	Completed:	8/91
Contract Amount:	(\$2,515,817)	Cruz Workforce:	30%

WAYNE APARTMENTS

Owner:	Gemini Housing Associates	Start:	
Architect:	Boston Architectural Team	Completed:	09/90
Contract Amount:	(\$16,000,000)	Cruz Workforce:	40%

WALNUT/WASHINGTON APARTMENTS

Owner:	Urban Edge II Limited Partnership	Start:	11/80
Architect:	Tenant Gadd Associates	Completed:	7/90
Contract Amount:	(\$16,000,000)	Cruz Workforce:	40%

VAN NESS TERRACE

Owner:	B.H.W. Realty Trust	Start:	
Architect:	Eisenberg Haven Associates	Completed:	2/90
Contract Amount:	(\$3,307,000)	Cruz Workforce:	30%

TDC, III

Owner:	Tenants Development Corp.	Start:	
Architect:	Stull & Lee, Inc.	Completed:	2/90
Contract Amount:	(\$4,972,060)	Cruz Workforce:	15%

QUINCY GENEVA GRANITE II

Owner:	Quincy Geneva Housing Ltd. Partnership	Start:	1/89
Architect:	Hezekiah Pratt and Associates	Completed:	9/30/90
Contract Amount:	(\$5,346,000)	Cruz Workforce:	40%

VERDEAN GARDENS

Owner:	Cruz Development Corp.	Start:	
Architect:	Richard Walwood Associates	Completed:	3/89
Contract Amount:	(\$7,368,717)	Cruz Workforce:	30%

VERTICAL STORAGE FACILITY (7 Story Storage Facility)

Owner:	The Fortress Corporation	Start:	
Architect:	Johanson/Schmidt & Assoc.	Completed:	12/88
Contract Amount:	(\$2,620,737)	Cruz Workforce:	4%

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

BROWN-KAPLAN TOWNHOMES

Owner:	Lorne Development Associates	Start:	
Architect:	Chisholm Washington	Completed:	12/12/88
Contract Amount:	(\$5,677,225)	Cruz Workforce:	15%

ROXBURY HILLS/CASS HOUSE

Owner:	Cruz Development Corp.	Start:	
Architect:	Richard Walwood Architects, Inc.	Completed:	10/88
Contract Amount:	(\$9,047,166)	Cruz Workforce:	30%

TREMONT VILLAGE

Owner:	Chinese Benevolent Society	Start:	
Architect:	TSO Associates, Inc.	Completed:	10/88
Contract Amount:	(\$2,130,720)	Cruz Workforce:	35%

WINSLOW COURT

Owner:	O.I.C.	Start:	
Architect:	Eisenberg-Haven Assoc.	Completed:	08/88
Contract Amount:	(\$2,200,000)	Cruz Workforce:	10%

QUINCY GENEVA HOUSING

Owner:	Quincy Geneva Ltd. Partnership	Start:	
Architect:	Hezekiah Pratt, AIA	Completed:	03/87
Contract Amount:	(\$2,380,000)	Cruz Workforce:	40%

LORING AIR FORCE BASE - AIRFIELD RUNWAY

Owner:	Dept. of U.S. Army	Start:	8/8/94
Architect:	Corps of Engineers	Completed:	8/28/86
Contract Amount:	(\$18,500,000)	Cruz Workforce:	25%

BARRETT BUILDING (Office Building)

Owner:	The Abbey Group	Start:	
Architect:		Completed:	11/86
Contract Amount:	(\$1,400,000)	Cruz Workforce:	30%

SEAVER SCHOOL (Condominiums)

Owner:	The Abbey Group	Start:	
Architect:		Completed:	11/86
Contract Amount:	(\$1,037,903)	Cruz Workforce:	50%

O.I.C. (Training Center)

Owner:	Opportunities Industrialization Ctr., Inc.	Start:	
Architect:	Richard Walwood Associates	Completed:	10/15/85
Contract Amount:	(\$246,730)	Cruz Workforce:	25%

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

COX BUILDING

Owner:	Cruz Development Corp.	Start:	
Architect:	Stull & Lee Assoc., Inc.	Completed:	10/4/85
Contract Amount:	(\$1,956,664)	Cruz Workforce:	40%

COUNCIL TOWER (17 Story High-rise - Elderly)

Owner:	Council of Elders, Inc.	Start:	
Architect:	Stull & Lee Assoc., Inc.	Completed:	5/30/85
Contract Amount:	(\$7,674,882)	Cruz Workforce:	20%

VETERANS ADMINISTRATION HOSPITAL

Owner:	V.A. Hospital	Start:	
Architect:	Stull Assoc., Inc.	Completed:	10/81
Contract Amount:	(\$660,000)	Cruz Workforce:	5%

TAURUS AT FOUNTAIN HILL APARTMENTS

Owner:	Taurus at Fountain Hill Assoc.	Start:	
Architect:	Richard Walwood Associates	Completed:	06/81
Contract Amount:	(\$2,600,000)	Cruz Workforce:	35%

ST. MARY'S PLAZA

Owner:	St. Mary's Rector	Start:	
Architect:	Boston Architectural Team	Completed:	11/83
Contract Amount:	(\$4,100,000)	Cruz Workforce:	10%

CHARLAME PARK HOMES

Owner:	Charlame Park Home Assoc.	Start:	
Architect:	Design Build Cruz	Completed:	11/83
Contract Amount:	(\$800,000)	Cruz Workforce:	35%

DIMMOCK-BRAGDON APARTMENTS

Owner:	Urban Edge, Inc.	Start:	
Architect:	Stull Associates	Completed:	11/83
Contract Amount:	(\$2,500,000)	Cruz Workforce:	35%

FIELDSTONE APARTMENTS

Owner:	Housing Innovations, Inc.	Start:	
Architect:	Stull Assoc., Inc.	Completed:	10/82
Contract Amount:	(\$3,700,000)	Cruz Workforce:	35%

BAKER MANOR

Owner:	Baker Manor Assoc.	Start:	
Architect:	Richard Walwood Assoc.	Completed:	08/82
Contract Amount:	(\$1,600,000)	Cruz Workforce:	30%

JOHN B. CRUZ CONSTRUCTION COMPANY, INC.

O.I.C. EXPANSION RENOVATIONS

Owner:	O.I.C.	Start:	
Architect:	Stull Assoc., Inc.	Completed:	01/82
Contract Amount:	(\$690,000)	Cruz Workforce:	35%

MADISON PARK TOWNHOUSE

Owner:	Lower Roxbury Development Corp.	Start:	
Architect:	John Sharatt & Assoc.	Completed:	01/80
Contract Amount:	(\$4,690,000)	Cruz Workforce:	35%

DIGITAL EQUIPMENT CORPORATION

Owner:	Digital Equipment Corp.	Start:	
Architect:		Completed:	01/80
Contract Amount:	(\$2,600,000)	Cruz Workforce:	30%

RAYTHEON FACILITIES

Owner:	Raytheon Co.	Start:	
Architect:		Completed:	01/80
Contract Amount:	(\$320,000)	Cruz Workforce:	30%

**JOHN B. CRUZ III**  
One John Eliot Square  
Roxbury, MA 02119

**Business Phone:** (617) 445-6901

**email:** jbcruz3@cruzcompanies.com

**OCCUPATION:** President, John B. Cruz Construction Co., Inc.  
President, Cruz Management Co., Inc.  
President, Cruz Development Corp.

**PROFESSIONAL AFFILIATIONS:** Associated Builders & Contractors, Inc. (ABC)  
The Builder's Association of Greater Boston (BAGB)  
Urban Land Institute (ULI)  
National Association of Home Builders (NAHB)  
President/Board Member, Cape Verdean American Business Organization (CABO)  
Board Member, Kiwanis Club of Roxbury, MA  
Board Member, Minority Developers Association (MDA)  
President Ex-Officio, Contractors Association of Boston (CAB)  
President Ex-Officio, Board Member Emeritus, National Association of Minority Contractors (NAMC)

**EXPERIENCE & BACKGROUND:** My involvement and interest in the construction industry began as a youth working in the summers and on weekends for my father's construction business, a carpentry subcontractor firm which he founded in 1949. After graduating from Wentworth, I started out as Superintendent/Estimator. As the company grew and became primarily, a general contracting firm, I became the President and General Manager. Under my leadership, the company diversified into real estate development and property management, and has developed and owned over 1,600 units of low and moderate-income housing developments. The company also has experience in design/build projects as well as construction management services. Please visit our corporate website: [www.cruzcompanies.com](http://www.cruzcompanies.com)

**EDUCATION:** Boston Technical High School  
Wentworth Institute - Building Technology  
Massachusetts Institute of Technology  
(Minority Developer's Executive Training Program)

**PERSONAL**

**REFERENCES:**

Mr. Marvin Siflinger, Chairman  
Housing Partners, Inc.  
Galen Street,  
Watertown, MA 02472

Mr. Donald Stull, Principal  
Stull & Lee Architects, Inc.  
103 Terrace Street  
Boston, MA 02120

Mr. Howard Cohen, President  
Beacon Residential Ste. B Management142  
50 Federal Street, 5<sup>th</sup> Floor  
Boston, MA 02110

**DANIEL CRUZ, JR.**  
**One John Eliot Square**  
**Roxbury, MA 02119**

**Business Phone: (617) 445-6901**

**Email: [dcruz@cruzcompanies.com](mailto:dcruz@cruzcompanies.com)**

**EXPERIENCE:** Thirty years of real estate development, construction and finance experience; contract management, planning, budgeting and community relations.

**1983 to Present**      **John B. Cruz Construction Company, Inc. / Cruz Development Corporation, Roxbury, MA**  
Vice President

Identify and evaluate real estate projects for development. Manage all facets of development process from project inception, acquisition, evaluation of environmental impact, architectural design, zoning issues, syndication structure, contracts negotiations, construction through rent-up. Owner's Representative with city, state and federal regulatory agencies, law firms, community groups and lending institutions, etc. Development Executive in charge of real estate projects in excess of \$200,000,000.

**1982 - 1983**      **Unity Bank and Trust Company, Roxbury, MA**  
Branch Manager

Responsible for all administrative and operational functions of a branch office; supervised all staff and instituted new procedural policies for customer service representatives; approved loans

**AFFILIATIONS:** Past President, Minority Developers Association  
Board Member, Massachusetts Housing Investment Corp.  
Past Board Member, Citizens Housing and Planning Assoc.  
Past Board Member, Greater Boston YMCA  
Past Board Member, Associated Early Care and Education

**EDUCATION:** Boston University, Political Science: 1973 – 1975  
Massachusetts Institute of Technology (Minority Developer's Executive Training Program)

**References furnished upon request**

SURESH D. SIVA  
One John Eliot Square  
Roxbury, MA 02119

Business Phone: (617) 445-6901

Email: ssiva@cruzcompanies.com

**EXPERIENCE:**

Energetic and highly motivated accounting and finance professional with outstanding educational credentials and several years of managerial experience in accounting, finance and management information system.

1994            JOHN B. CRUZ CONSTRUCTION CO., & AFFILIATES  
TO            Corporate Controller  
Present

Directs the financial planning and accounting practices within the four operating companies.

Key responsibilities include, but is not limited to, each company's relationship with lending institutions, investors, shareholders, regulatory agencies, bonding agents, insurance carriers (company and employee) and the financial community.

Oversees and directs treasury, budgeting, audit, tax, accounting, payroll, purchasing, real estate, and insurance activities for the organizations. Assist the President in Activities as custodian of funds, securities, and other assets of the organization.

1991            FIC MANAGEMENT INCORPORATED  
TO            (Own and manage 4000 units of residential apartments)  
1994            Assistant Controller

Controlled daily operational activities of accounts payable, accounts receivable and payroll.

Supervised work of 5 accounting staff in general ledger, accounts payable, accounts receivable, payroll and bank reconciliation.

Assisted treasury department with their daily cash and investment management. Installed and managed computerized network accounting system and computers at various sites.

Responsible for monthly financial reports to Federal agency.

Responsible for preparation of annual audit documents, financial & compliance reports and tax returns for S Corp, C Corp and trusts.

Prepared budgets and variance analysis.

Assisted senior management in financial planning & new venture evaluations.



Evaluated adequacy of internal controls and accounting policy compliance.  
Controlled records of security portfolio in coordination with external money managers.  
Implemented controls over company-wide insurance policies and activities.

**1989 Rosewood Development Corporation**

**TO (Real Estate Developers)**

**1991 Controller**

Supervised daily activities of the accounting department.  
Installed computerized accounting system.  
Introduced computerized property management system enabling effective method of tracking activities.  
Introduced new financial and budget report formats.  
Created financial models for tax planning.  
Implemented operational efficiencies saving considerable expenses by energy conservation.  
Assisted senior management with liability restructuring program and negotiating with vendors.

**1994 Consulting Assignment**

**Carruth Group of Companies (Construction, Executive Office and Not-for-Profit Foundation)**

Set up new company's partnerships.

**1987 Ziner and Company (CPA Partnership)**

**TO Semi-Senior Accountant**

**1989**

Assisted in audit planning.  
Performed field work audits and supervised junior auditors.  
Assisted MAS department with installation of computer system for clients.  
Actively involved in creation of financial models for real estate syndications.  
Improved computerized reporting of client's financial reports.  
Created program on database to track hours of staff field work.  
Created financial models to evaluate real estate investments and tax credits aimed at syndication.  
Evaluate new software and computer network requirements.

**EDUCATION:**

**1987 Masters Degree in Business Administration – University of Maine – GPA 3.63/4.0**

**1994 Degree in Accounting – Institute of Cost and Management Accountants – London**

Two more subjects to obtain COA certification – (Obtained credits on Practice & Theory)

**COMPUTER SKILLS: (Hardware and Software)**

Knowledge of Novell Netware 3.12, Microsoft windows and DOS environments. Extensive experience with MAS90, Solomon, Timberline, Platinum and One-write Plus Accounting Software,

**Network and single user versions**

Lotus 123 for windows, Excel, Lotus 2.4; profound knowledge in creation of financial models.

DBASE IV, Paradox, 4.5 Q&A. Good knowledge of programming language, and used it to write applications. Word Perfect & Microsoft Word.

Harvard graphics, Power Point and other presentation programs.

Carbon Copy, PC Anywhere, America Online and other communication software.

Routinely diagnose hardware malfunctions and coordinate with computer technicians.

**ACTIVITIES:**

Editor Graduate Students Office – University of Maine

Graduate representative for the Graduate Board at University of Maine

**REFERENCES AVAILABLE UPON REQUEST**

**JUSTIN CRUZ**  
**One John Eliot Square**  
**Roxbury, MA 02119**

**Business Phone: (617) 445-6901**

**Email: ssiva@cruzcompanies.com**

**SUMMARY OF QUALIFICATIONS**

- Coordination of a wide variety of services to assure resident satisfaction and the on-going viability of the development
- 10+ years in leadership management in Real Estate industry
- Strong in establishing and maintaining effective working relationships with customers
- Motivated sales Professional viability of the development
- Excellent verbal communication skills
- Prioritizes and perform assigned tasks in fast paced high volume environment
- Proficient in Yardi, Voyager, Microsoft Office products and Adobe

**RELEVANT SKILLS AND EXPERIENCE**

**Leadership Management**

- Assist and assure implementation of all maintenance functions relating to the property including vacant unit preparation, preventative maintenance program, timely and efficient work order program
- Coordinate bids and proposals for completion of physical work in developments including monitoring of the same and oversee purchasing functions for the project
- Review, evaluate, and counsel employees of each property
- Works with Property Manager on rent collection, delinquency, and eviction procedures.
- Managed 19-25 established chain grocery store accounts in one of the busiest regions in San Francisco
- Supervised a team of over 25 carpenters, journeymen, drywall hangers, and general labor personnel
- Prepared construction budgets, purchasing, contracts, and scheduling
- Monitored and oversaw budget costs from start to occupancy

**Sales Professional**

- Introduced new products, promote improved distribution, and ensure in-store promotion results
- Built and developed trust and confidence of Retailers through knowledge of spirits and wine products, persuasive presentations, and overcoming objections
- Sales Representative of the Year 2010 SWS Southern Division nomination
- Team of The Year 2010 SWS Southern Division nomination for Team 42
- Four time Rising Star of the Month Winner
- Achieved new distribution of Three Spirit SKUs into two major accounts
- Achieved distribution and growth objectives for Southern Wine & Spirits portfolio of wine/spirits products within a specific geographic area and through effective account management of existing retail customers

## EMPLOYMENT HISTORY

Senior Property Manager	Cruz Management Company, Boston, MA	Feb 2013 to Current
Chain Territory Manager	Southern Wine & Spirits, Union City, CA	Aug 2010 to July 2012
Project Manager	John B. Cruz Construction, INC, Boston, MA	May 1997 to Nov 2002

## EDUCATION

Leadership Program, New Era Trainings, Concord, CA 2012

B.F.A, School of Visual Effects / Animation, Academy of Arts, San Francisco, CA 2007

B.S, Business Administration, Northeastern University, Boston, MA 1998

**ARMOND McCOY**  
**One John Eliot Square**  
**Roxbury, MA 02119**

**Business #: 617.445.6901**

**Email: amccoy@cruzcompanies.com**

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**SKILLS & PROFILE**

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**Skills**

Real Estate Development  
Real Estate Finance & Structure  
LIHTC & HTC Financing  
HUD, Public & Bond Financing  
Predictive Financial Modeling  
Due Diligence & Market Analysis  
GAAP & Fund Accounting  
Financial Management & Structure  
Budgeting & Forecasting

**Professional History**

Cruz Development Corp.  
Codman Square NDC  
ACM Assoc. / McCoy Consulting  
Housing Investments, Inc.  
BankBoston, N.A.  
MHIC, Inc.  
Bank of New England, N.A.  
New England Financial  
State Street Bank & Trust

**Community Experience**

Beverly Affordable Housing Coal.  
Founding Board Member  
Exec & Merger Committees  
Fin & RE Committees  
Roxbury Dental & Medical Group  
Founding Board Member  
President, Treasurer & Secretary  
Minority Developer's Assoc.  
President, Treasurer

A financial, operations and real estate professional with twenty plus years' experience in the for-profit and not-for-profit arenas with national and local experience. Skills include the development of business growth options including strategic planning, financing strategies, organization structure / re-structure and marketing. Proven ability to successfully identify, manage / oversee and complete real estate and business projects.

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**EXPERIENCE**

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**Cruz Development Corp, Roxbury, MA**  
**Project Manager**

**2014 to Present**

Currently overseeing the development of a \$27million (TDC), new construction residential project in Maryland. Duties include identifying new development projects and prospects, assembling a development team, securing financing and executing the development plan.

**Codman Square NDC, Dorchester, MA**  
**Asset Manager and Project Manager**

**2011 to 2014**

Responsible for a portfolio of 900 units of residential rental housing and 50,000± of commercial space. Restructured the commercial portfolio yielding a 34% return to the organization. Oversaw the development of a \$10 million (TDC), new construction, retail and residential development and the rehabilitation of a \$20 million retail, office, programmatic and residential scattered site project.

**ACM Associates / McCoy Consulting, Beverly, MA**  
**Owner**

**1999 to 2011**

Consulted to several start-up and operating companies to structure and execute a strategic plan for growth and financing. Authored business plans, funding applications and financial forecast models for clients. Developed various financial forecasting and analytical tools (proprietary and for various clients and employers) including financial forecasting, budgeting and reporting models. Consulted to national real estate developers with a focus on HUD "expiring use" multifamily properties and affordable housing finance. Oversaw the development of residential, programmatic, retail and commercial use developments.

**Housing Investments, Inc., Boston, MA****1999 to 2001****Project Manager / Consultant**

Project manager on a multi-use high rise in Boston. This project was a partnership between a not-for-profit and for-profit sponsors. Worked with not-for-profit real estate developers, owners and operators of multifamily and commercial real estate (TDC \$72 million). Worked on strategies to acquire, restructure and hold expiring-use preservation of multifamily properties under the HUD Mark-To-Market program, including Section 236 IRP decoupling, Section 202 refinancing and Section 42 LIHTC multifamily properties. Participated in the development, structure and execution of a new \$20 million affordable housing permanent loan fund for a major university.

**BankBoston, N.A., Boston, MA****1993 to 1999****Director (Senior Vice President), National Real Estate and Structured Finance Department****Vice President, Regional Real Estate Department**

Developed and managed new business for Low Income Housing Tax Credit construction financing in collaboration with a nationally recognized tax credit equity syndicator and a purchaser of taxable and tax exempt permanent debt. Generated new national customer base that fully utilized \$150 million portfolio limit for this product. Generated, underwrote, negotiated and closed multifamily and commercial real estate transactions from \$1 million to \$25 million. Consistently exceeded sales goals in new loan generation and cross-sales of other banking products.

**Massachusetts Housing Investment Corporation (MHIC), Boston, MA****1991 to 1993****Vice President and Director of Lending**

Led lending department for a new corporation established to finance Affordable Housing. Utilized 60% of the \$53 million in committed funding to the organization to be lent to its customers. Authored loan and credit policies, underwriting standards, analysis tools and a loan monitoring system.

**Bank of New England, Boston, MA****1987 to 1991****Team Leader and Vice President, Controlled Loans**

Led loan workout team with a portfolio of \$55 million in commercial and real estate non-performing assets. Achieved an asset turnover greater than 55%. Marketed, negotiated, underwrote and closed middle-market C & I loans.

**New England Financial, Boston, MA****1983 to 1986****Assistant Investment Officer, Private Placements**

Negotiated, underwrote and closed corporate private placement financings in the equipment leasing, cable TV, broadcast, transportation, and oil and gas industries. Managed a \$400 million portfolio. Executed and managed a \$300 million portfolio of interest rate swaps and other derivative products.

**State Street Bank & Trust Company, Boston, MA****1980 to 1983****Loan Officer, Classified Loan Section****Senior Credit Analyst**

Credit Training, Robert Morris Associates. Worked in Workout Department responsible for collection, restructure and renegotiation of adversely rated C&I and Commercial Real Estate loans.

**Department of Correction, Commonwealth of Massachusetts****1978 to 1980****Director of Administration, Area III**

Led department of 12 professionals and 45 staff members with an annual budget of \$32 million for nine prisons (maximum security to pre-release facilities). Responsibilities included overall budget responsibility, operations oversight and facilities management.

Roxbury Dental & Medical Group,

1970 to 1982

Founding Board Member, President, Secretary and Treasurer

Collaborated on the planning and development of the first in the nation not-for-profit group health practice serving 14 thousand plus patients per year. Provided oversight and leadership for the organization. Worked with staff, auditors, architects, contractors and consultants.

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#### EDUCATION, SKILLS & INTERESTS

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Master of Business Administration, Finance major, Northeastern University

Bachelor of Arts, Government major, Boston University

Credit Training: Robert Morris Associates through State Street Bank & Trust Company

Computer Software: Microsoft: Word, Excel & Power Point, YARDI, QuickBooks Pro, Acrobat Standard, plus other business, presentation and graphics software.

Other Skills: Developed various financial forecasting and analytical tools (proprietary and for various clients and employers) including an integrated real estate project financial management and requisition models, financial forecasting, budgeting and reporting models and real estate transaction viability.

Co-founder / owner of Norton Guitars.

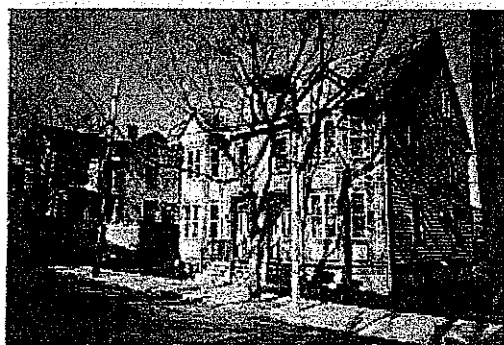
**MWA**

Micheal Washington Architects, Inc.  
Cambridge, MA

## Micheal Washington Architects, Inc.



Micheal Washington Architects, Inc. six person, minority owned, architectural firm based in Cambridge, MA. Micheal Washington, President of MWA, has practiced architecture for the past thirty years. Micheal Washington Architects, Inc. offers its clients the full range of services limited exclusively to architecture.



Staff credentials include two registered architects. Micheal Washington Architects, Inc. Has a Masters of Architecture degree from Harvard The firm's registered architects, combined, have more than a forty years of architectural experience.



Past and present clients include IBM, Digital Equipment Corp., Harvard Real Estate, Inc., Commonwealth of Massachusetts Division of Capitol Planning, Massachusetts Housing Finance Agency, US Department of Housing and Urban Development the housing authorities in Boston, Cambridge, Quincy, Revere and Medford, MBTA, MWRA, and MASSPORT.

Micheal Washington has provided feasibility studies, master planning, architectural programming, design, and construction administration services on numerous historic rehabilitation, expansion and new construction projects. Project types include office buildings, housing developments, community/recreation centers, medical offices, industrial and transportation facilities.



# Micheal Washington Architects, Inc

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## List of Projects

675 Massachusetts Ave.  
Cambridge, MA 02139

### *List of Projects*

### *Reference*

- |  |                                |
|--|--------------------------------|
| 1. Harvard Commons Cooperative Housing, Phase I, Roxbury, MA<br>Forty-five residential units in two and three unit structures  | John Cruz<br>617-445-6901      |
| 2. Harvard Commons For Sale Housing, Phase II, Roxbury, MA<br>Twenty-five single family homes.   | John Cruz<br>617-445-6901      |
| 3. Harvard Commons For Sale Housing, Phase III, Roxbury, MA<br>Twenty-four single family homes.  | John Cruz<br>617-445-6901      |
| 4. Franklin Field Phase II, Dorchester, MA<br>Twenty-three residential units in one and two family structures  | Rochelle Lee<br>617-825-4224   |
| 5. Kittredge Square Urban Renewal Area, Roxbury MA<br>Sixteen residential units in townhouse structures  | Arnold Johnson<br>617-445-5100 |
| 6. 124-127 Warren St. Renovation, Roxbury, MA<br>Renovation of office space  | Ernest Branch<br>617-445-8262  |
| 7. NULIFE Development, Roxbury, MA<br>Sixteen residential units in townhouse structures<br>and 4,000 SF of Commercial Space  | Sr. Virginia Morrison          |
| 8. Putnam Place, Roxbury MA<br>Nine residential units in one and two family structures   | Arnold Johnson<br>617-445-5100 |
| 9. Imani House, Roxbury, MA<br>Nine units of elderly housing in a former nursing home  | Ernest Branch<br>617-445-8262  |
| 10. Hearthstone at Colonial Green<br>Department of Veterans Affairs, Alzheimer's/Assisted<br>Living Center, Bedford, MA<br>Sixty-four units of assisted living and Alzheimer care. | John Zeisel<br>781-929-3414    |

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675 Massachusetts Avenue • Cambridge, MA 02139-3354 • (617) 876-7930 • FAX: (617) 661-8761  
Delivery Address: 130 Bishop Richard Allen Drive • Cambridge, MA 02139-3405

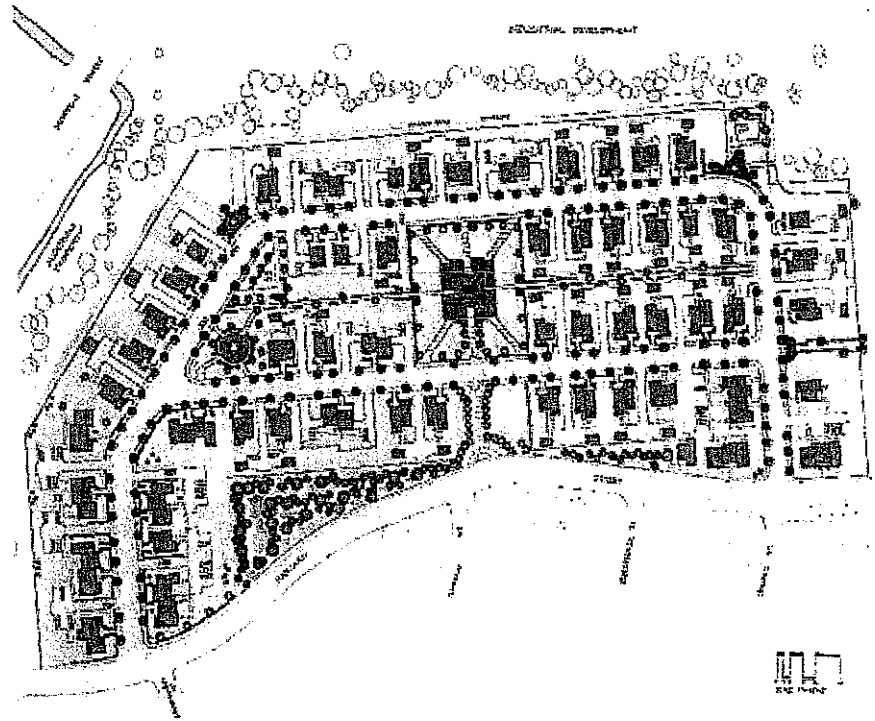
## MWA

Michael Washington Architects, Inc.  
Cambridge, MA

# Harvard Commons

*Client -  
Cruz Development Corp  
Roxbury, MA*

*Set on the site of the former Boston State Hospital, Harvard Commons is the result of combining the goals of the local community with the need for a feasible design acceptable to the DCPO/ Commonwealth of Massachusetts and the client developer. This required the architect to meet the sometimes conflicting needs of both community and client. Our goal as architect was to create a successful working community and adhere to the overall master plan proposed for the Boston State Hospital Site.*



## MWA

Michael Washington Architects, Inc.  
Cambridge, MA

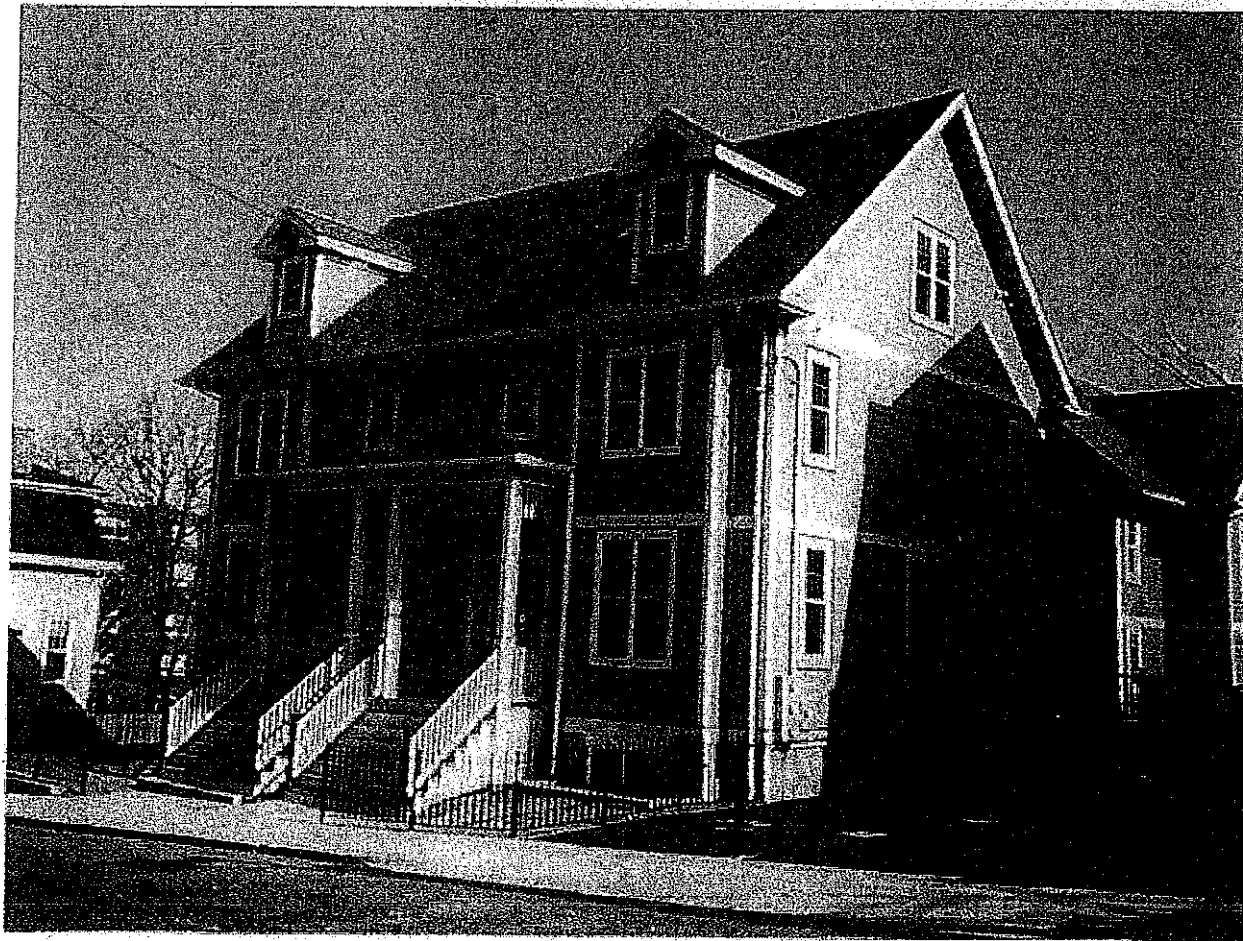
## Kittredge Square Development

*Client –  
Kittredge Square LLC*

*This affordable and market rate development turned vacant city owned lots into fourteen units, single family, townhouse, two and three family homes. Many of lots were adjacent. Others lots were in nearby blocks all near historic Kittredge Square.*

*The homes were design to be consistent with the adjacent historic Italianate style structures and townhouses.*

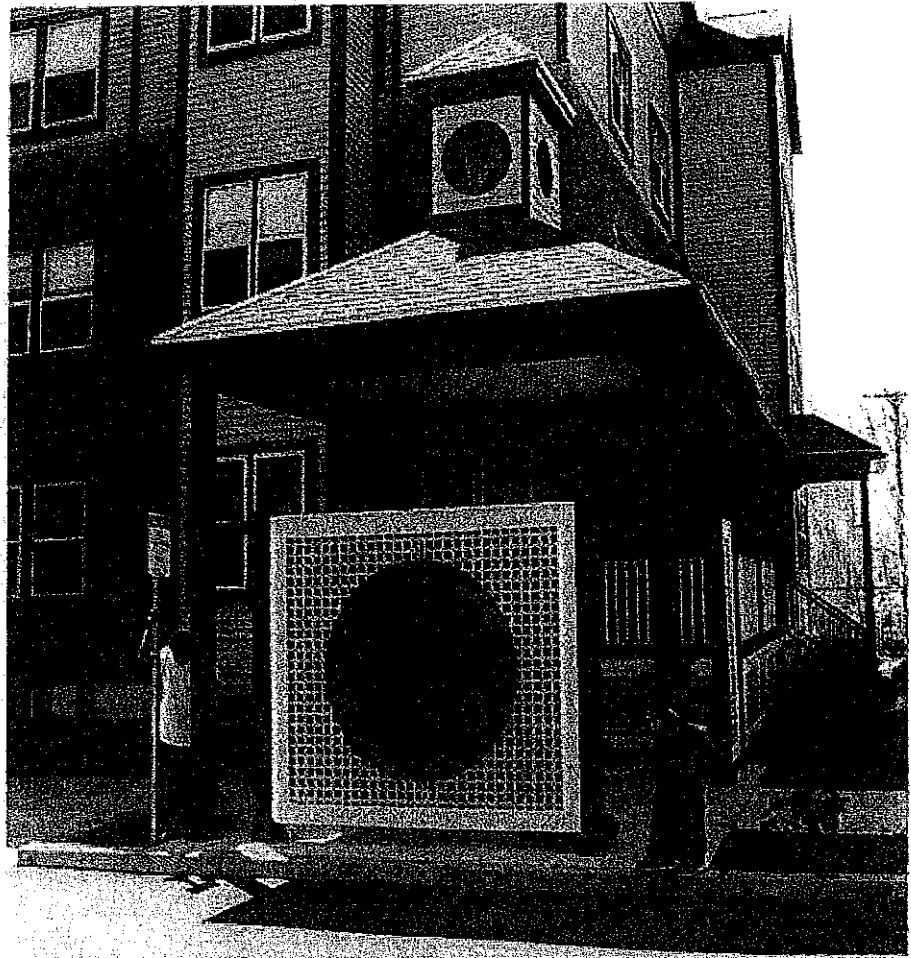
*Community participation was an important element of the design process.*



**MWA**

Michael Washington Architects, Inc.  
Cambridge, MA

## Grandfamilies House



## MWA

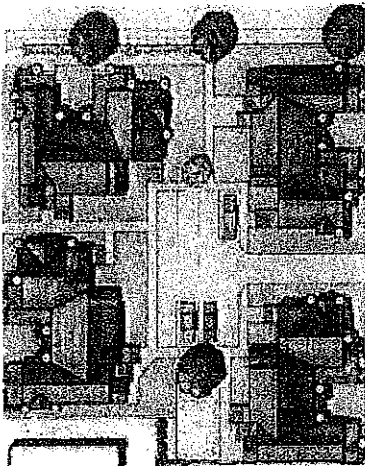
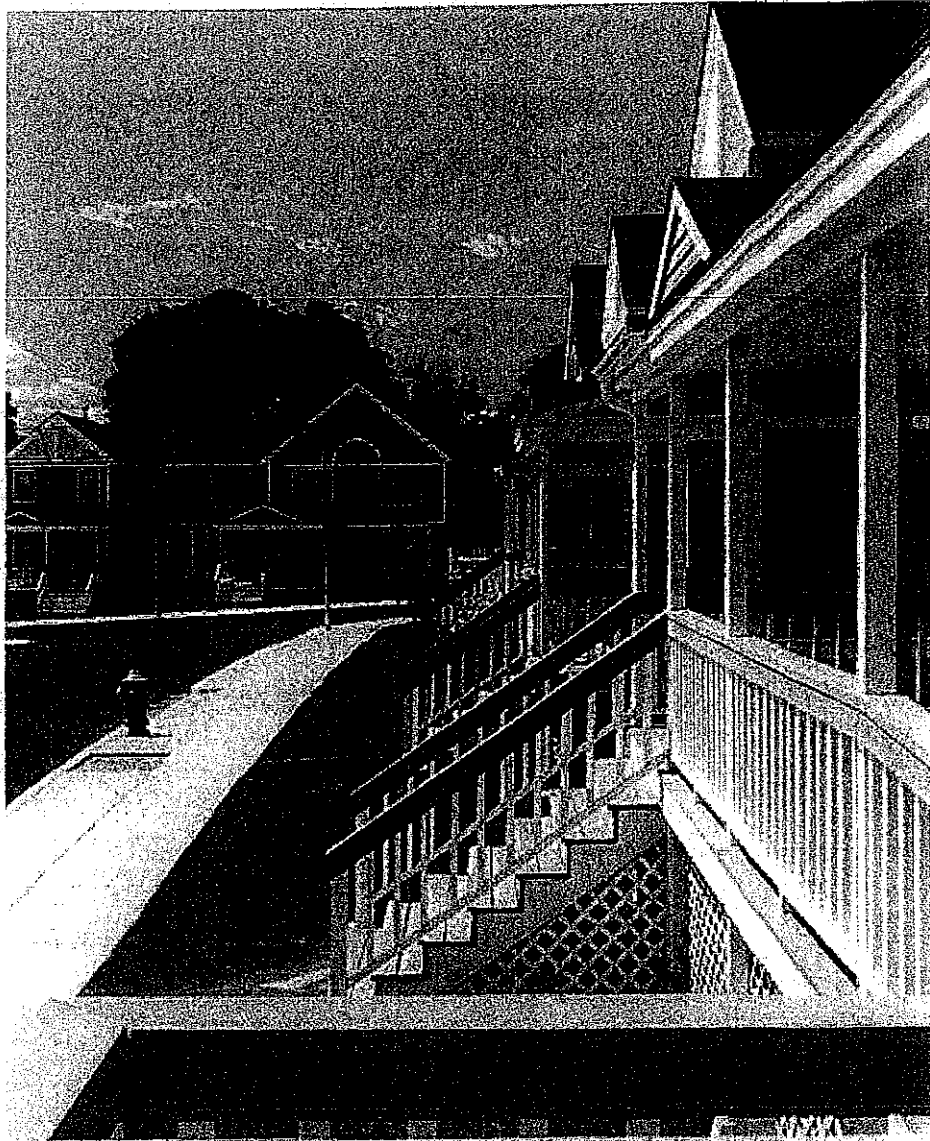
Michael Washington Architects, Inc.  
Cambridge, MA

# Brown Kaplan Housing Development

### Client -

Lena Park Community  
Development Corporation  
Dorchester, MA

*This cooperative housing project was designed in clusters of townhouses ranging in size from two to four bedrooms. The exterior design with its dormers and porches reflects the charm of the old neighborhood nearby. Each cluster was tied together by a common porch typical of neighborhood housing. Tot lots were scattered throughout the site for safe and secure play. Careful consideration was taken with the landscape and site design of handicapped accessible spaces. This project received The Boston Society of Architects 1992 Excellence in Design Award.*

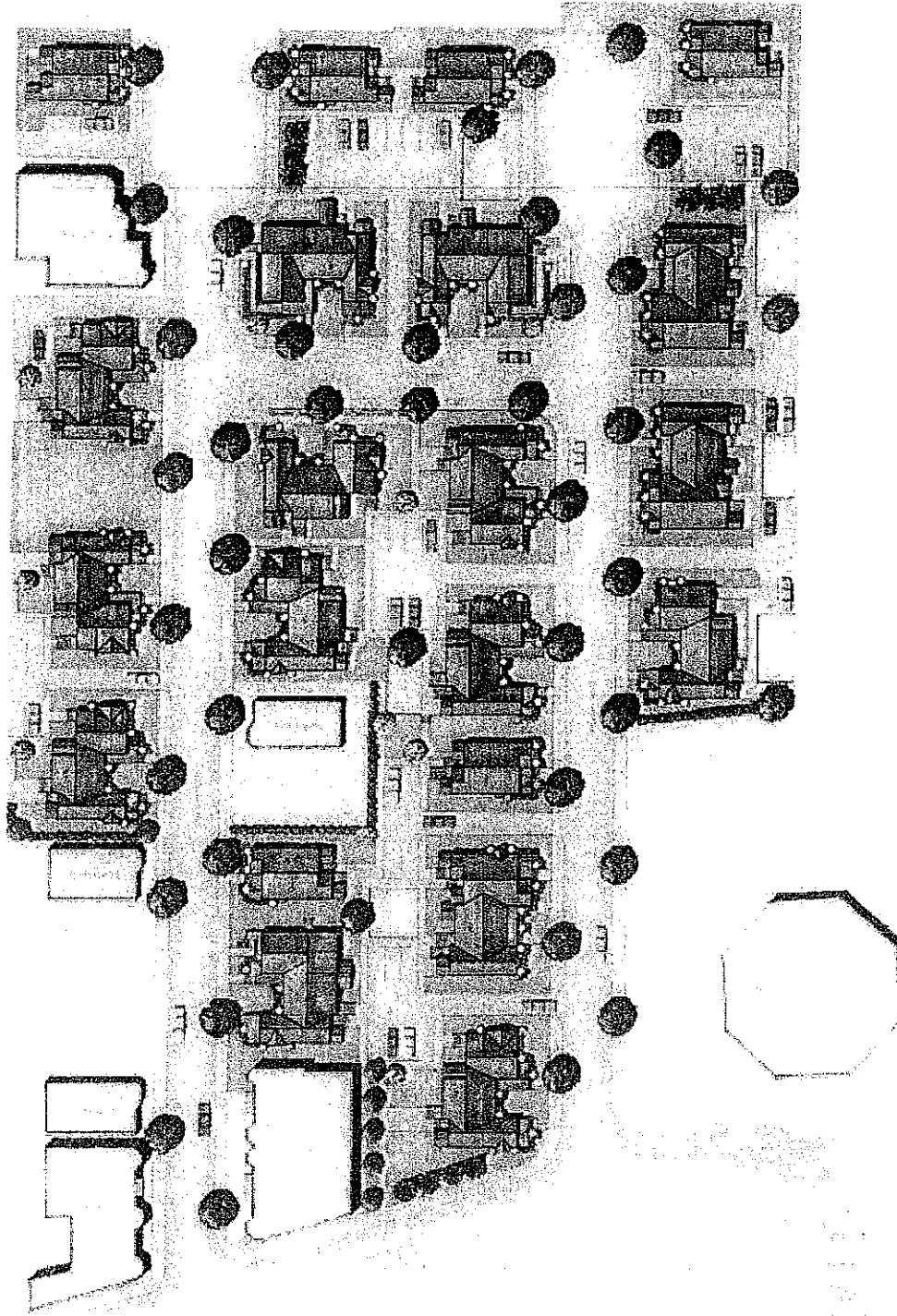




**MWA**

Michael Washington Architects, Inc.  
Cambridge, MA

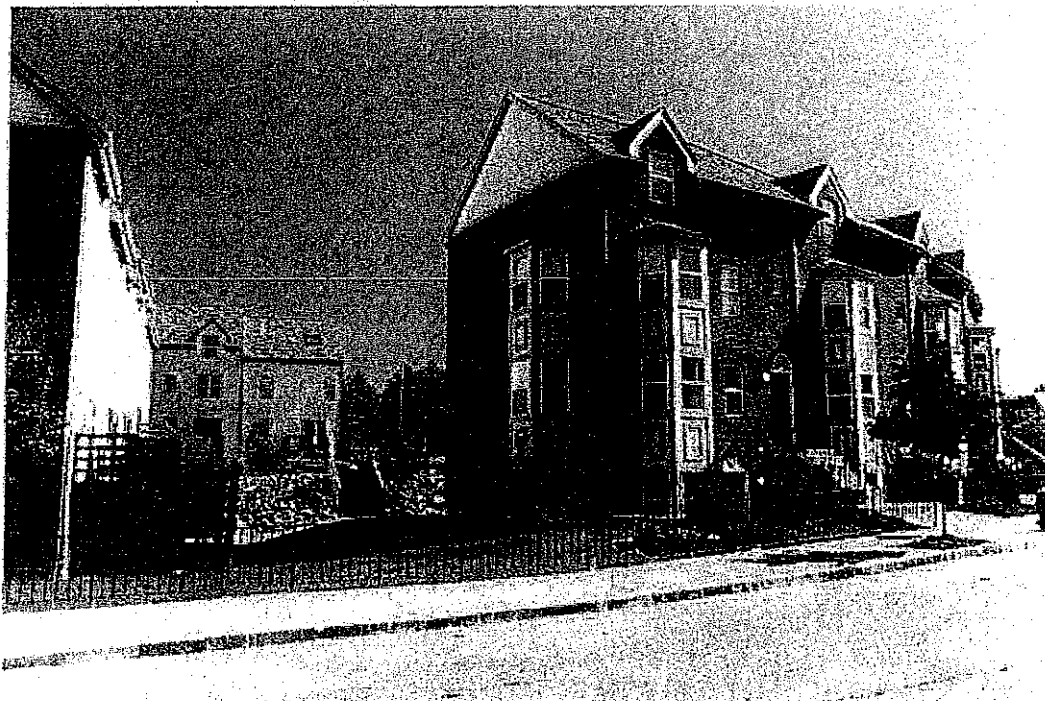
## Brown Kaplan Housing Development



**MWA**

Michael Washington Architects, Inc.  
Cambridge, MA

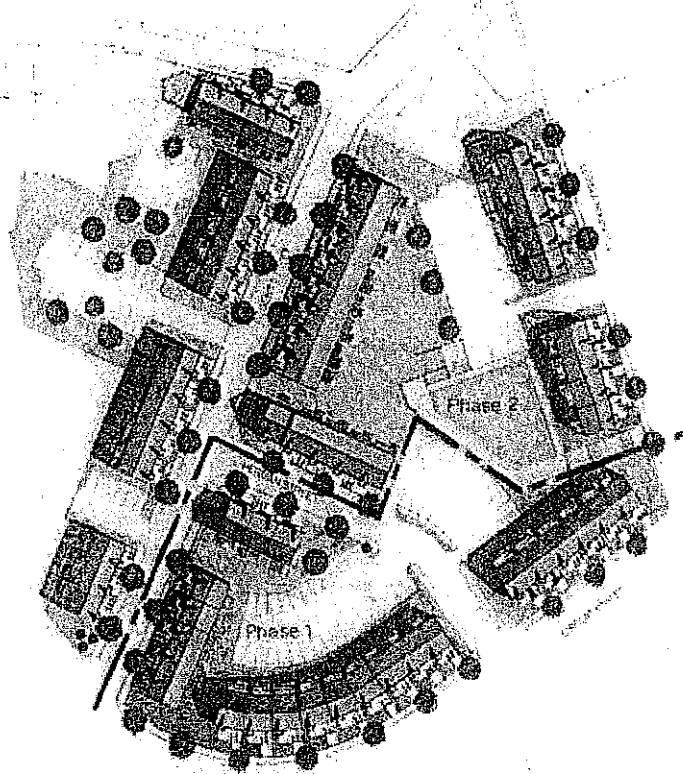
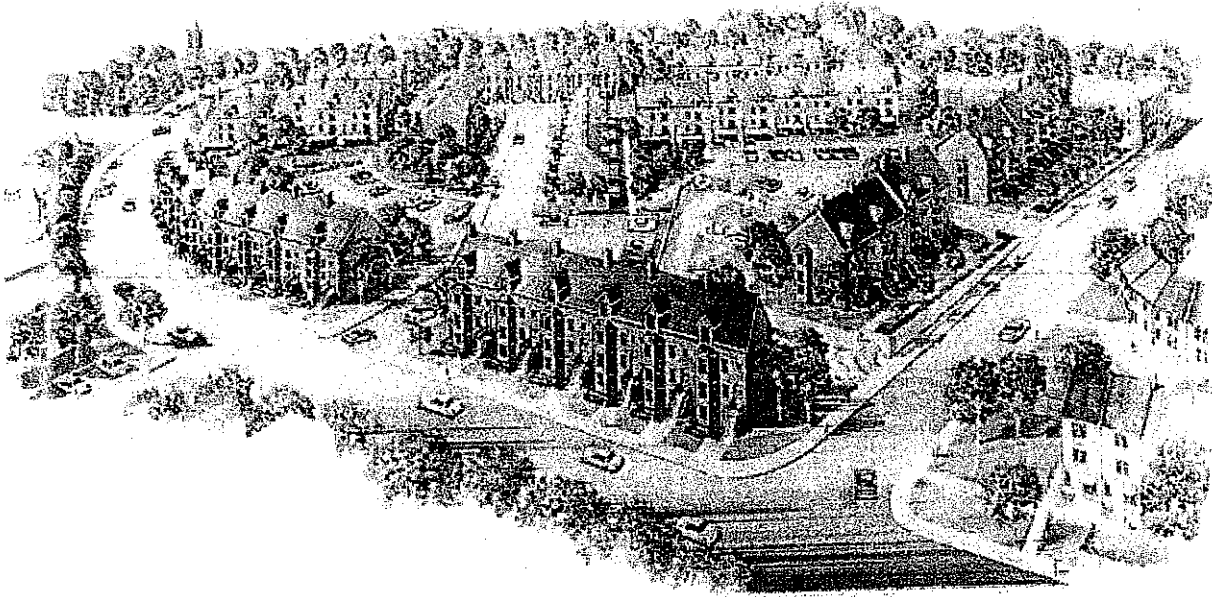
## Fountain Hill Condominiums



**MWA**

Michael Washington Architects, Inc.  
Cambridge, MA

# Fountain Hill Condominiums



11/1/95  
Fountain Hill Condominiums

11/1/95

11/1/95



**MWA**

Michael Washington Architects Inc.  
Cambridge, MA

## Bromely Park Buildings 2 & 4



## **MWA**

Micheal Washington Architects, Inc.  
Cambridge, MA

**MICHEAL J. WASHINGTON AIA**  
President  
Micheal Washington Architects, Inc.

### **Profile:**

#### **EDUCATION:**

Master of Architecture  
Harvard University

Bachelor of Architecture  
Southern University

Certificate  
Engineering Officer Branch School

#### **REGISTRATION:**

1976 Architecture, Massachusetts  
1991 Architecture, Louisiana  
1992 Architecture, Georgia  
1996 Architecture, New Hampshire  
1990 National Council of Architectural  
Registration Boards (NCARB)

#### **PROFESSIONAL:**

President, Micheal Washington Architects, Inc.  
Cambridge, Massachusetts

President, Chisholm Washington Architects, Inc.  
Cambridge, Massachusetts

Architect, J. Glenn Hughes & Associates  
Norton, Massachusetts

Architect, Department of Housing and Urban  
Development, Boston, Massachusetts

Architect, Hunt Thurman Associates  
Baton Rouge, Louisiana

Architect, Office of Economic Opportunity  
Baton Rouge, Louisiana

Architect, Williams Construction Company  
Baton Rouge, Louisiana

Associate Professor of Architecture  
Wentworth Institute of Technology  
Boston, Massachusetts

# Gina Gomes-Cruz, LEED AP

617.852.1318 ggdesignconsult@gmail.com

## EDUCATION

**Northeastern University**  
Boston, MA  
Bachelor of Science,  
Concentration: Architecture  
1994

**Rhode Island School of  
Design (RISD)**  
Providence, RI  
Continuing Education:  
- Principles of Interior Design  
2011  
- Introduction to Photography  
2010

**CERTIFICATIONS /  
REGISTRATIONS**  
LEED AP, 2009

## ASSOCIATIONS/MENTORING

Community Smiles  
Elementary School  
Mentoring Program  
2010-11  
2009-10

New Bedford Art Museum  
Annual Fundraiser  
Committee Member, 2011

Community Art Center  
Annual Fundraiser  
Board Member, 2008  
Board Member, 2007

## REFERENCES

Furnished Upon Request

Over 20 years of experience in architectural design and construction administration. Comprehensive knowledge in all phases of design, from inception through the construction process. Experience in a variety of project types, institutional, commercial and residential. Team leader with ability to motivate and overcome obstacles. Strong design sensibilities and excellent presentation skills, both verbal and visual. Excellent collaborator who contributes to team effort and is able to adapt to rapidly changing project requirements.

## Professional Summary

## Professional Experience

**GINA GOMES DESIGN CONSULTING, NEW BEDFORD, MA**

**Principal/Owner, 3/2015 – Present**

Construction Consultant skilled in planning, organizing and time management. Develops construction schedules, establish milestones and implements to meet goals. Oversees work of contractors while working as a liaison between contractor and owner. Heads project team meetings and weekly job meeting with contractors. Review sub-contractor invoices against progress in field. Prepares daily reports and monthly requisitions. Ensures project success by meeting owner expectations within deadline.

### Projects:

- Consultant to Owner during RFP process
- Consultant to Owner during architectural documentation
- Owner's Project Manager for 110 unit moderate rehabilitation project located in New Bedford, MA
  - Coordination of daily operations of a \$5,000,000 rehabilitation
  - Monitored project's timeline and implemented means to keep project on schedule.
  - Prepared 3 week look-ahead for weekly project meeting
  - Received and approved all requisitions
  - Coordinated issues with sub-contractors and engineers
  - Worked with the City of New Bedford's building department to coordinate inspections and the issuance of building permit sign-offs

### SHEEHAN'S OFFICE INTERIORS

**Architectural Designer/Senior Project Manager, 2/2014 – 2/2015**

Coordinate and manage interior finishes selection, furniture fit-out, and interiors fit-out for corporate spaces.

### Projects:

- Oversaw multiple office fit-outs at CVS Heath Corporate Office in Woonsocket, RI
- Managed furniture fit-out and made interior design selection for Bank of Rhode Island

### BREWSTER THORNTON GROUP ARCHITECTS, PROVIDENCE, RI

**Senior Project Manager, 1/2013 – 2/2014**

Lead teams during conceptual design through construction document phases. Oversee all aspects of the documentation process while coordinating with engineers, consultants and owners.

**Projects:**

- FF&E and space planning for URI Foundation office fit-out
- Space planning for lab fit-out at the University of Rhode Island
- Project management for the renovation and restoration of the Eisenhower House in Newport, RI
- Write proposals and create project schedules for Blanket Contract at Rhode Island University
- Oversee design development and construction document for Lincoln Woods State Park

**MAGUIRE GROUP INC., Foxborough, MA**

**Architectural Designer, 11/2007 to 2/2011**

Assigned to Maguire's Buildings and A&E Services group working on academic and military projects; responsible for translating direction from project design and management leads into conceptual, schematic and design development documents.

**Projects:**

- Space plan and interior design for proposed U.S. Postal Service administration building in MA
- Interior design for military dining facility at Twining Hall, Camp Edwards, MA
- Selection of sustainable materials and products for inclusion in MA-CHPS certified public school design project at East Somerville Community School
- Space surveys and design study for every Armory in the State of Massachusetts for future reuse
- Design presentation to administrators and military personnel for renovation projects at Camp Edwards, MA

**Dyer Brown South Coast Architects, New Bedford, MA**

**Project Director, 5/2006 to 10/2007**

Lead interior design projects on a variety of projects (e.g., private developers, retail/restaurant, and academic).

**Projects:**

- Supervised production of design development & construction documents for 10 unit condominium project in Dartmouth, MA
- Full finishes and material selection for restaurant in Fairhaven, MA
- Office fit-out with systems furniture in New Bedford, MA
- Classroom fit-out for Bristol Community College in New Bedford, MA

**G&I CONSTRUCTION, INC., New Bedford, MA**

**Principal/Owner, 9/2003 to 1/2013**

Full-service designer with experience in single-family and condominium projects.

- Restoration and renovation of New Bedford historic residence
- Interior design for single family residence and condominium

**WILLIAM WILSON ARCHITECTS INC., Boston, MA**

**Designer, 6/2001 to 9/2004**

Involved in projects specializing in science research and teaching facilities for universities.

**Projects:**

- Design and detailing of laboratory for Laboratory for Interface and Science Engineering at Harvard University
- Developed program for research labs in direct contact with scientist at University of North Carolina at Chapel Hill

- Coordinated with MEP engineers on design of Science Complex at University of North Carolina at Chapel Hill

**GOODY, CLANCY & ASSOCIATES, Boston, MA**

**Intern Architect, 9/1999 to 6/2001**

Involved primarily with science and residential projects for academic institutions.

***Projects:***

- Design of main lobby space of residential hall at Bentley University, Waltham, MA
- Worked closely with MEP and structural engineers on lab fit-out at MIT
- Reviewed shop drawings and submittals and answered RFI's during construction of lab fit-out at MIT
- Interior Restoration of Arlington Street Church, Boston, MA

**ELLENZWIEG ASSOCIATES, Cambridge, MA**

**Junior Architect, 3/1997 to 9/1999**

Involved in projects specializing in science research and teaching facilities for universities.

***Projects:***

- Responsible for production of design development and construction documents for Physics/Astronomy/Math/Computer Science Building at Dickinson College, Carlisle, PA
- Produced presentation materials for MIT 70 Memorial Drive Design Concourse
- Rendered client presentation drawings
- Produced detailed drawings for laboratory casework and bench services

## C: COMPARABLE PROJECTS AND REFERENCES

## PROPERTY PORTFOLIO

**DATE REVISED:** December 2, 2017

PROPERTY	LOCATION	PROPERTY TYPE	ROLE	MANAGEMENT/START DATE	STUDY	1BR	2BR	3BR	4BR	5BR	TOTAL UNITS	Target Population	Financing
TAURUS APARTMENTS COMPANY	120 Funnhald Ave., Roxbury, MA	Mid-Rise Bldg with Elevator	Own/Manage	1973		19	19				38	8-8 IPV	N/A
TAURUS AT FOUNTAIN HILL ASSOCIATES	Alston and St. James Sts., Roxbury, MA	Mid-Rise Bldg with Elevator	Own/Manage	1978		20	34	8	2		73	PB Sect 8	Mortgage 1st Mortgage
SARAH BAKER MANOR ASSOCIATES	33 Fern St., Roxbury, MA	Historic Conversion of School Bldg for Elderly/Disabled	Own/Manage	1982		34	7				41	PB Sect 8/200 FSA/C	HUD 221(G)(4), LHTC
PARK GARDENS, LP	24 & 30 Walnut Park, Roxbury, MA	Brick 4-Story Walk-Up	Own/Manage	1982		18	20				38	PB Sect 8	Private 1st Mortgage
COX BUILDING	Dudley, Barchett, and John Elliot Sts., Roxbury, MA	Historic Conversion/1 Site	Own/Manage	1985		15	8	8			31	PB Sect 8	Private 1st Mortgage
FRANG ESTATES ASSOCIATES LP	29-45 Centre St., Roxbury, MA	Historic Conversion/1 Location	Own/Manage	1985		7	22	4			33	Mortgage/50% AMI	LHTC, No 1st mortgage
WAYNE AT BLUE HILL	1439-1451 Blue Hill Ave., Mattapan, MA	Two Brick Multifamily	Own/Manage	1988		26	22				48	30% and 50% AMI PB S-4	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
WAYNE AT FRANKLIN HILL	Franklin Hill Ave, Roxbury	Three Brick Multifamily	Own/Manage	1988			72				72	35% and 50% AMI PB S-4	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
WAYNE AT COLUMBIA	Almont, Bellevue and Columbus, Dorchester, MA	7 Multifamily buildings	Own/Manage	1988	6	50	19	2	2	4	83	30% and 50% AMI PB S-4	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
WAYNE AT HICKNELL	Granbrier, Edmund, Intervale, Homestead, Richard, Lorne, Dorchester, MA	7 Multifamily buildings	Own/Manage	1988		15	32	21	4		72	30% and 50% AMI PB S-4	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
WAYNE AT SCHUYLER	Schuyler, Wayne, Humboldt, Wales, Walnut Pl, Warren, Walnut Ave, Dorchester, Roxbury & Mattapan, MA	7 Multifamily buildings	Own/Manage	1988	1	16	44	9	4		74	30% and 50% AMI PB S-4	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
MAPLE COMMONS, LP	Maple, Haring, and Centre Sts., Roxbury	Various Bldg Types/3 Sites	Own/Manage	1996		10	22	9			41	Mortgage/LHTC/50% AMI	LHTC, Private 1st, subordinate debt
MORELAND AFFORDABLE	Moreland / Perrin Sts, Roxbury, MA	3-Story Walk-Up	Manage for 3rd Party	1998			8	4			12	PB's through Boston Housing Authority	N/A
ORCHARD COMMONS	Dudley Street Corridor, Roxbury, MA	34 Townhomes Bldg/6 Locations	Own/Manage	1998		16	32	26	4		78	Mortgage/LHTC	LHTC, HUD HOPE VI
BCN PROPERTIES	Bower St., Centre St, Nzing St., Roxbury, MA	Various Bldg Types/3 Sites	Own/Manage	1999		2	15	18	18		53	Mortgage/50% AMI/LHTC	LHTC, Private 1st mortgage, DHCD & City of Boston soft debt
HARVARD COMMONS	Harvard St., Sen. Dilling & Shavelin Ways, Dorchester, MA	2-3 Unit Townhouses/1 Site	Own/Manage	2005	3	3	18	15	6		45	BHA, PBV	LHTC, Private 1st mortgage, DHCD & City of Boston soft debt
VERDEAN GARDENS	Six scattered sites, New Bedford, MA	Various Building Types	Own/Manage	2015		4	83	17	6		110	LHTC and Market	TE LHTC (Fed & state), HTC (Fed & state) & soft debt
WARREN GARDENS HOUSING COOPERATIVE CO	Walnut Ave., Roxbury, MA	2-3 Unit Townhomes/1 Site	Manage for 3rd Party	2014	22	14		180	12		228	PB Sect 8	HUD 1st Mortgage for COOP's
TOTALS:					52	278	477	371	58		1175		
Unit Mix as Percent of Total					2.74%	23.76%	40.77%	27.44%	4.96%	0.34%	100.00%		
KEY													LHTC = Low Income Housing Tax Credit TE = Tax Exempt Bond HTC = Historic Tax Credit

LLHTC = Low Income Housing Tax Credit  
TE = Tax Exempt Bond  
HTC = Historic Tax Credit

# CRUZ COMPANIES REAL ESTATE DEVELOPMENTS

PROPERTY	ADDRESSES	PROPERTY TYPE	REHAB. COMPLETION	JDC	Financing	TOTAL NO. OF UNITS	1 BR	2 BR	3 BR	4 BR	5 BR	ROLE	MANAGEMENT START DATE
WAYNE AT BLUE HILL	1439 -1451 Blue Hill Ave., Mattapan, MA	Two Brick Multifamily	2014	\$13,413,045	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	48	26	22				Own/Manage	1988
WAYNE AT FRANKLIN HILL	30-38, 40-50, 52-58 Franklin Hill Ave., 140-142 American Legion Highway, Roxbury, MA	Three Brick Multifamily	2013	\$19,338,883	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	72		72				Own/Manage	1988
WAYNE AT COLUMBIA	217, 467, 471 and 509 Columbia Road, 6-8, 10-10A Bellevue Street, and 1461-1463 Blue Hill Avenue., Dorchester, MA	7 Multifamily buildings	2016	\$34,942,746	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	83	6	19	2	2	4	Own/Manage	1988
WAYNE AT BICKNELL	57 Bicknell Street, 92 -94 Esmond Street, 2 Greenbrier Street, 77 - 79 Homestead Street, 129 -135 Intervale Street, 50 - 52 Lorne Street, 4 Wilson Street, and 97 -103 Norfolk Street, Roxbury & Dorchester, MA	7 Multifamily buildings	2017	\$31,677,200	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	72		32	21	4		Own/Manage	1988
WAYNE AT SCHUYLER	25 Wayne St., Dorchester, MA 02121; 39 Schuyler St., Dorchester, MA 02121; 249 Humboldt Ave., Dorchester, MA 02121; 35 Wales St., Dorchester, MA 02124; 81 Walnut Park, Roxbury, MA 02119; 348-350 Warren St., / 2 Elm Hill, Dorchester, MA 02121; 358-360 Walnut Ave., Roxbury, MA 02119	7 Multifamily buildings	In Construction	\$34,510,740	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	74	1	16	9	4		Own/Manage	1988
VERDEAN GARDENS	163 Walnut Street, 9 Bedford Street, 68 South Street, 99 Acushnet Avenue, 347 South 2nd Street, 120-122, 126-128, and 134-136 Pleasant Street, New Bedford, MA	6 Buildings of Various Types	2017	\$14,755,767	T/B Bonds, LIHTC (fed & state), HTC (fed & state) & soft debt	110		4	17	6		Own/Manage	2015
HARVARD COMMONS	Senator Bolling Circle and Snowden Way, Dorchester, MA	54 New for sale single family homes	In Construction		Conventional Financing							For Sale	N/A
HARVARD COMMONS Co-op	Harvard St., Sen. Bolling & Snowden Way, Dorchester, MA	2-3 Unit Townhomes/ Site	2005	\$10,000,000	LIHTC, Private 1st mortgage, DHCD & City of Boston soft debt	45	3	18	15	6		Own/Manage	2005



## CRUZ DEVELOPMENT CORPORATION PROJECT PIPELINE

**Michael E. Haynes Arms (Haynes), 280-290 Warren Street, Roxbury, MA.** The development consists of the new construction of a mixed income, mixed use residential apartments, office space, retail and structured parking. The 55-unit, mixed use, mixed income building that will encompass approximately 85,000 square feet on Warren and Clifford Streets. The development will utilize the approximately 6,000 square feet of properties at 280 thru 290 Warren St., that is currently owned by the City of Boston, plus the abutting property, located at 2-10 Clifford Street, being offered as the Mian Property. The residential component will consist of studio, one-bedroom, two-bedroom and three-bedroom units, providing workforce-oriented housing. The residential component will include 40 units eligible for LIHTC for residents earning less than 60% of the Boston area-wide median Income and 15 units that will be rented to market rate tenants. The development will include commercial space on the ground floor that will occupy the same footprint as the current 280-290 Warren Street Site. The commercial space will be occupied by The Cruz Companies, uniting all three companies under the same roof. The complex will be a four story structure consistent with many of the buildings found on Warren Street.

**Branchville Crossing, College Park, MD.** The proposed development is a seventy-two rental residential building. The 90,000s/f building will be six stories high, have 108 parking spaces, and mix of 1, 2, 3 bedroom units sited on a 2.2 acre parcel of land. It will be mixed income using Low Income Housing Tax Credits and market rate units. The site is about .75 miles from the University of Maryland campus, .9 miles from a Metro station and is served by three bus lines. Interstate access is about 1 mile from the site. It is two blocks from Route 1, the main north / south corridor in College Park. College Park has a network bike trails, one of which passes the site to the east.

## VERDEAN GARDENS

### C Comparable Projects



Project Name: Verdean Gardens

Location / Address: 163 Walnut Street, 9 Bedford Street, 68 South Street, 99 Acushnet Avenue, 347 South 2<sup>nd</sup> Street, 120-122, 126-128, and 134-136 Pleasant Street.

City / Town: New Bedford, MA

Project Developer

Name: Cruz Development Corporation

Address: One John Eliot Square

City/Town/Zip/Telephone: Roxbury, MA 02119. Telephone: 617.445.6901

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

City of New Bedford Inspectional Services  
Department

Type of License or funding (specify)

Building Permits

City Of New Bedford

HOME Funds

MA Department of Housing  
and Community Development

Low Income Housing Tax Credits (LIHTC)

## VERDEAN GARDENS

MA Department of Housing  
and Community Development

Housing Stabilization Funds (HSF)

MA Department of Housing  
and Community Development

State LIHTC

Massachusetts Housing Finance  
Agency

Affordable Housing Trust Fund (AHTF)

City of New Bedford Department of  
Planning, Housing and Community  
Development

HOME Funds

Rockland Trust Purchase of a MassDevelopment  
Issued Bond

Permanent Financing

### Project Narrative:

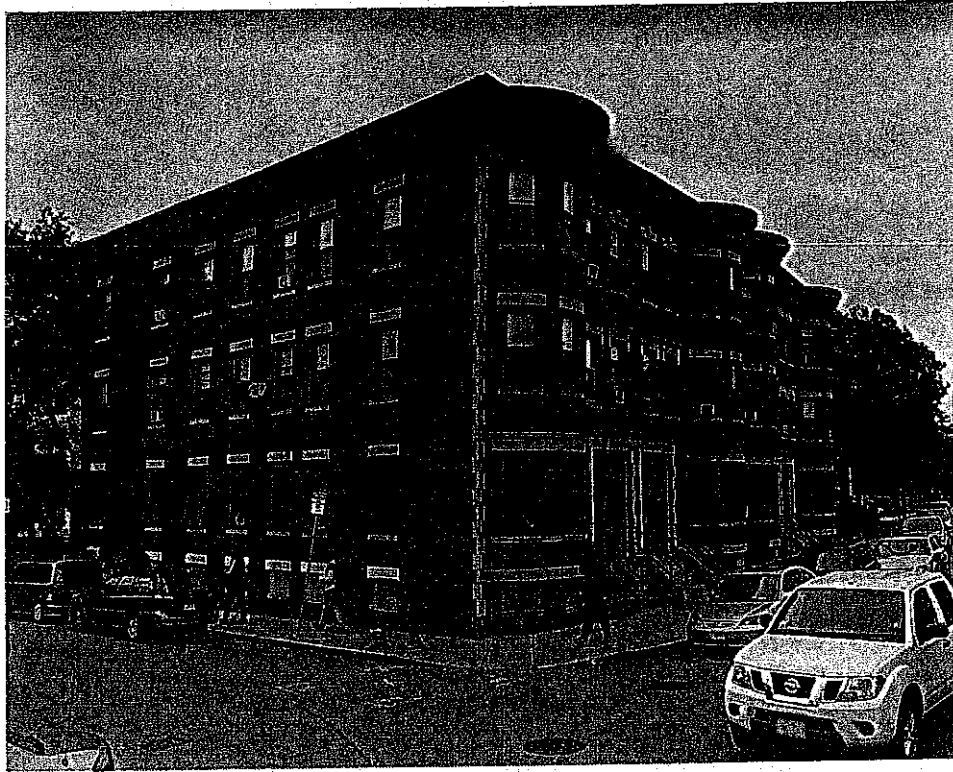
Verdean Gardens is the acquisition and moderate rehabilitation of a 110 unit residential family development consisting of 8 buildings on 6 scattered sites in the South End of New Bedford, MA. The structures consist of a 3-story brick school building, three 3-story wood shingled buildings, a four story elevatored building and three 3 story wood duplex townhouses. The unit breakdown is 7- 1 BR; 87- 2BR; 10- 3 BR and 6-4BR units. The surrounding neighborhood is predominantly residential. The Walnut Street, property, which contains the management office, is approximately 1/2 mile from the other 5 properties. The 5 properties are within 2/10<sup>th</sup> of a mile of each other and framed by County Street and Kennedy Memorial Highway. The combined land area is approximately 3.6 acres or 158,000 square feet. All buildings include off-street, asphalt-paved parking and landscaped areas. The addresses of the buildings are: 163 Walnut Street, 9 Bedford Street, 68 South Street, 99 Acushnet Avenue, 347 South 2<sup>nd</sup> Street, 120-122, 126-128, and 134-136 Pleasant Street.

The buildings underwent a moderate rehabilitation; approximately \$45,000 per unit or \$4.9 million. The structures consist of a 3-story brick school building, three 3-story wood shingled buildings, a four story elevatored building and three 3 story wood duplex townhouses. They sit on mostly level, irregularly shaped lots. A typical unit consists of sheetrock walls and ceilings, a gas range/oven, refrigerator, disposal, wood cabinets in a galley style kitchen laminate countertop with backsplash, and a stainless steel sink; hardwood floors; VCT, porcelain sink and ceramic tub-surround bathrooms and window shades.

The rehabilitation contract included new kitchens, baths, flooring, painting, heating systems, roofs, windows (historic), and masonry re-pointing. Heating systems and roofs where needed and all new windows. Masonry repair, replace kitchen cabinets and appliances, plumbing and electrical repairs/upgrades, replace/repair flooring, replace bath fixtures, repaint ceilings, walls, doors and boilers. Replace cabinetry and bath fixtures to facilitate handicap accessibility compliance.

## WAYNE AT BICKNELL

### C Comparable Projects



Project Name: Wayne at Bicknell

Location / Address: 57 Bicknell Street, 92 -94 Esmond Street, 2 Greenbrier Street, 77 - 79 Homestead Street, 129 - 135 Intervale Street, 50 - 52 Lorne Street, 4 Wilson Street, and 97 -103 Norfolk Street.

City / Town: Dorchester, MA

Project Developer

Name: Cruz Development Corporation

Address: One John Eliot Square

City/Town/Zip/Telephone: Roxbury, MA 02119. Telephone: 617.445.6901

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

City of Boston Inspectional Service  
Department

Type of License or funding (specify)

Building Permits

MA Department of Housing  
and Community Development

Low Income Housing Tax Credits (LIHTC)

## WAYNE AT BICKNELL

MA Department of Housing  
and Community Development

State LIHTC

MA Department of Housing  
and Community Development

HOME Funds

MassHousing (DHCD)

Affordable Housing Trust Fund (AHTF)

City of Boston Department of  
Neighborhood Development

Neighborhood Housing Trust (NHT)

Massachusetts Historical Commission

Historic Rehabilitation Tax Credits

U.S. Department of the Interior

Historic Tax Credits

U.S. Department of HUD

Section 8 Project-Based Rent Subsidy (Existing)

Boston Private Bank of a MassDevelopment  
Issued Tax Exempt Bond

Permanent Financing

### Project Narrative:

The acquisition and significant rehabilitation of 7 buildings containing 72 units of housing (15 1-BR, 32 2-BR, 21 3-BR and 4 4-BR). The buildings are located in the Dorchester, Roxbury and Mattapan neighborhood of Boston and are 100% residential and will require relocation of existing residents during construction. The addresses of all of the buildings in the project are:

57 Bicknell Street, 92 - 94 Esmond Street, 2 Greenbrier Street, 77 - 79 Homestead Street, 129 -135 Intervale Street, 50 - 52 Lorne Street, 4 Wilson Street, and 97 -103 Norfolk Street. The subject properties are part of the larger Wayne Apartments, a 349 unit Section 236 development. Wayne at Bicknell will pay off a pro-rata share of the debt at closing and a partial release will be granted. The mortgagor has site control through an option agreement.

The buildings underwent a significant rehabilitation. The buildings are brick with flat membrane roofs. They sit on mostly level, irregularly shaped lots. The buildings are accessed via the front sidewalks and are in a typical urban setting built to the sidewalk. The buildings have a main vestibule entrance with double entry door system, hallway and central stairway leading to the upper units. A typical unit consists of sheetrock walls and ceilings, a gas range/oven, refrigerator, disposal, wood cabinets in a galley style kitchen laminate countertop with backsplash, and a stainless steel sink; hardwood floors; VCT, porcelain sink and ceramic tub-surround bathrooms and window shades. The rehabilitation contract included new kitchens, baths, new and refurbished wood flooring, repainting, heating systems, roofs, windows (historic), and extensive masonry re-pointing. In addition, a sprinkler system for fire protection will be installed. Heating systems (internal elements), roof and all windows. Asbestos and lead abatement, extensive masonry repair, replace kitchen cabinets and appliances, plumbing and electrical repairs/upgrades, replace/repair flooring, replace bath fixtures, repaint ceilings, walls, doors and all wood trim, new sprinklers and boilers. Replace cabinetry and bath fixtures to facilitate handicap accessibility compliance. Direct rehabilitation cost was \$172,600 per unit.

## WAYNE AT COLUMBIA

### C Comparable Projects



Project Name: Wayne at Columbia

Location / Address: 217, 467, 471 and 509 Columbia Road, 6-8, 10-10A Bellevue Street, and 1461-1463 Blue Hill Avenue.

City / Town: Dorchester, MA

Project Developer

Name: Cruz Development Corporation

Address: One John Eliot Square

City/Town/Zip/Telephone: Roxbury, MA 02119. Telephone: 617.445.6901

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

City of Boston Inspectional Service  
Department

MA Department of Housing  
and Community Development

MA Department of Housing  
and Community Development

Type of License or funding (specify)

Building Permits

Low Income Housing Tax Credits (LIHTC)

Housing Stabilization Funds (HSF)

## WAYNE AT COLUMBIA

MA Department of Housing  
and Community Development

State LIHTC

MA Department of Housing  
and Community Development

HOME Funds

MassHousing

Affordable Housing Trust Fund (AHTF)

City of Boston Department of  
Neighborhood Development

Neighborhood Housing Trust (NHT)

Massachusetts Historical Commission

Rehabilitation Tax Credits

U.S. Department of the Interior

Historic Tax Credits

U.S. Department of HUD

Section 8 Project-Based Rent Subsidy (Existing)

Eastern Bank purchase of a MassDevelopment  
Issued Bond

Permanent Financing

### **Project Narrative:**

The acquisition and significant rehabilitation of 7 buildings containing 83 units of housing (6-Studio, 50 1-BR, 19 2-BR, 2 3-BR, 2 4-BR and 4 5-BR). The buildings are located in the Dorchester and Mattapan neighborhoods of Boston and are 100% residential and will require relocation of existing residents during construction. The addresses of all of the buildings in the project are:

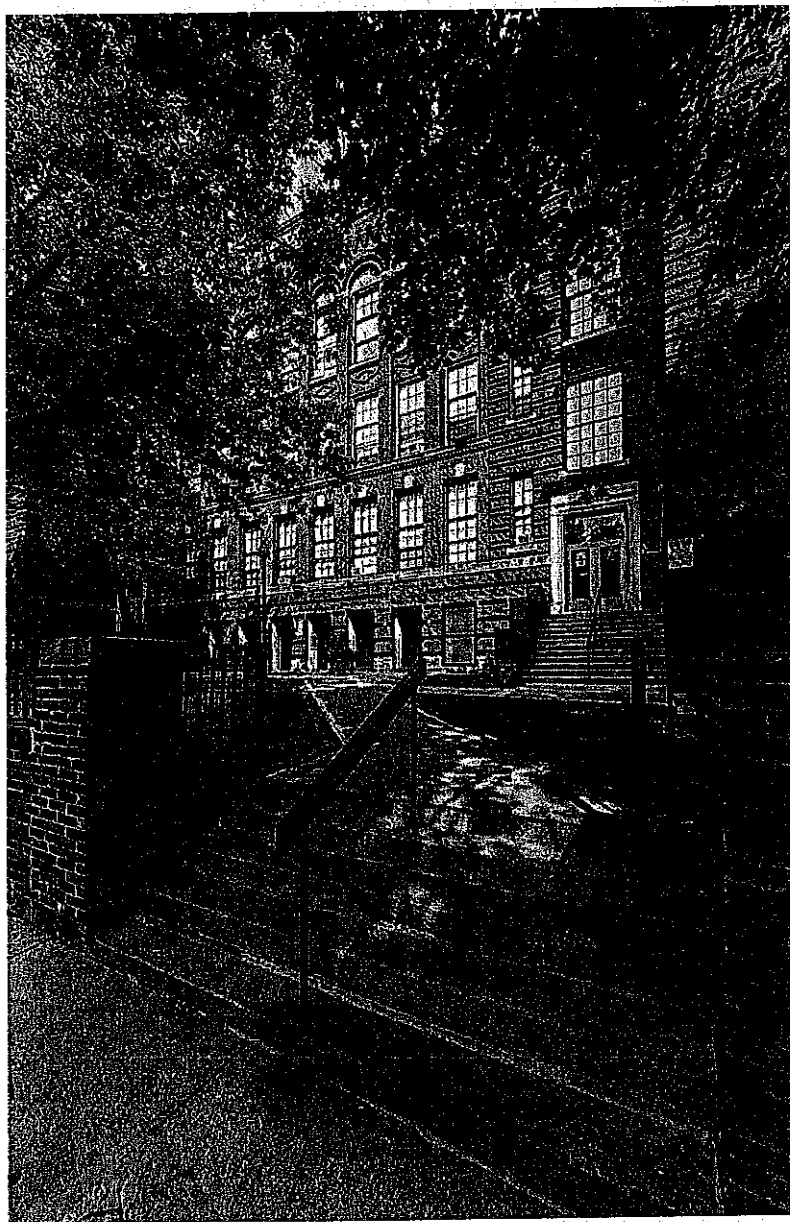
217, 467, 471, 509 Columbia Road; 6-8, 10-10A Bellevue Ave., and 1461-1463 Blue Hill Avenue in Dorchester, MA. The subject properties are part of the larger Wayne Apartments, a 349 unit Section 236 development. Wayne at Columbia will pay off a pro-rata share of the debt at closing and a partial release will be granted. The mortgagor has site control through an option agreement.

The buildings underwent a significant rehabilitation. The buildings are brick with flat membrane roofs. They sit on mostly level, irregularly shaped lots. The buildings are accessed via the front sidewalks and are in a typical urban setting built to the sidewalk. The buildings have a main vestibule entrance with double entry door system, hallway and central stairway leading to the upper units. A typical unit consists of sheetrock walls and ceilings, a gas range/oven, refrigerator, disposal, wood cabinets in a galley style kitchen laminate countertop with backsplash, and a stainless steel sink; hardwood floors; VCT, porcelain sink and ceramic tub-surround bathrooms and window shades. The rehabilitation contract will include new kitchens, baths, new and refurbished wood flooring, repainting, heating systems, roofs, windows (historic), and extensive masonry re-pointing. In addition, a sprinkler system for fire protection will be installed.

Heating systems (internal elements), roof and all windows. Asbestos and lead abatement, extensive masonry repair, replace kitchen cabinets and appliances, plumbing and electrical repairs/upgrades, replace/repair flooring, replace bath fixtures, repaint ceilings, walls, doors and all wood trim, new sprinklers and boilers. Replace cabinetry and bath fixtures to facilitate handicap accessibility compliance. Direct rehabilitation cost was \$138,000 per unit.

## SARAH BAKER MANOR

### C Comparable Projects



Project Name: Sarah Baker Manor

Location / Address: 33 Perrin Street.

City / Town: Roxbury, MA

Project Developer

Name: Cruz Development Corporation

Address: One John Eliot Square



## SARAH BAKER MANOR

City/Town/Zip/Telephone: Roxbury, MA 02119. Telephone: 617.445.6901

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

City of Boston Inspectional Services  
Department

Type of License or funding (specify)

Building Permits

US Department of Housing and Urban Development

Project Based Section 8

US Department of Housing and Urban Development

Permanent Financing

**Project Narrative:**

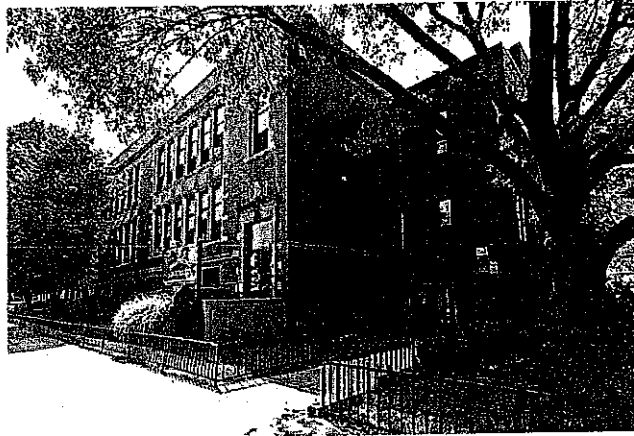
Sarah Baker Manor was the acquisition and substantial rehabilitation of a vacant brick school into a 41 unit residential elderly development. The structure consists of a 3-story brick school building. The unit breakdown is 34-1 BR and 7-2BR units. The surrounding neighborhood is predominantly residential.

The building underwent a substantial rehabilitation. The structure consists of a 3-story brick school building. It sits on mostly level, rectangular shaped lot. A typical unit consists of sheetrock walls and ceilings, a gas range/oven, refrigerator, disposal, wood cabinets in a galley style kitchen laminate countertop with backsplash, and a stainless steel sink; hardwood floors; VCT, porcelain sink and ceramic tub-surround bathrooms and window shades.

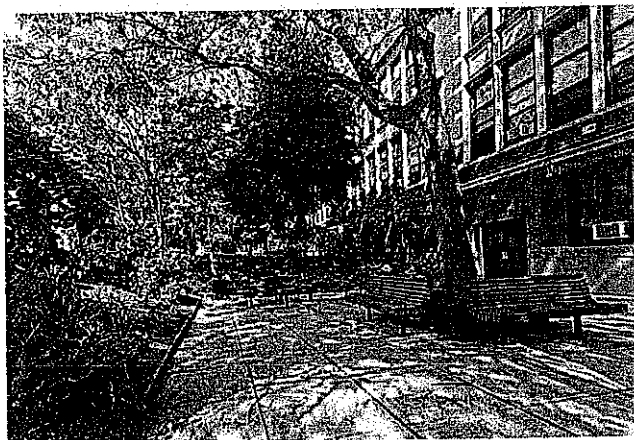
The rehabilitation contract included new kitchens, baths, flooring, painting, heating systems, roofs, windows (historic), and masonry re-pointing. Heating systems and roofs where needed and all new windows. Masonry repair, replace kitchen cabinets and appliances, plumbing and electrical repairs/upgrades, replace/repair flooring, replace bath fixtures, repaint ceilings, walls, doors and boilers. Replace cabinetry and bath fixtures to facilitate handicap accessibility compliance.

## FIELDSTONE APARTMENTS, DORCHESTER, MA

### C. Comparable Projects



Fieldstone Apartments is an 84 unit housing complex consisting of five historic buildings. The historic rehabilitation was performed by the John B. Cruz Construction Company in 2000 for a third party owner. It consists one and two bedroom units.



## D: PROJECT NARRATIVE

## D. Project Narrative

1. Proposed Uses – The Proposer, Cruz Development Corporation (CDC) intends to convert the Phillips Avenue School to mixed income rental housing. We believe this is the highest and best use for the now vacant school. First, our plan will place the property on the New Bedford real estate tax rolls. Second, our plan will enhance the residential character of the neighborhood with a newly rehabilitated building, landscaped property and ample off street parking. Current zoning is consistent with our proposed use of the site.

Our plan includes a mix of 5 one and 12 two bedroom units for a total of 17 units. An elevator will be installed to service all floors. In addition, the project will be mixed income, roughly split 53% affordable and 47% market rate. One bedroom unit sizes will average 754 s/f and the two bedroom units will average 868 s/f. The “affordable rents” are \$708 / month for a one bedroom and \$850 / month for a two bedroom unit. We estimate the market rate units will carry rents of ~\$775 / month for the one bedroom units and ~\$900 / month for the two bedroom units. The units will be distributed on all floors including the area that held the cafeteria and served by an elevator. High efficiency heating will be installed reducing the space requirement for the mechanical room. In-building tenant storage will also be provided. Parking will be provided for a minimum of 17 cars on site for residents and 5 visitor parking spaces.

2. Site Plan – See attached. In conjunction with the rehabilitation of the building, the site will be upgraded to include a defined parking area, the addition of landscaped areas and a defined sitting area for residents and guests.

*(This space left intentionally blank)*



**Micheal Washington Architects Inc.**  
 1208 VW Parkway, Suite 201  
 West Roxbury, MA 02132  
 Phone 617-380-5515  
 E-Mail: mwa@micwa.com

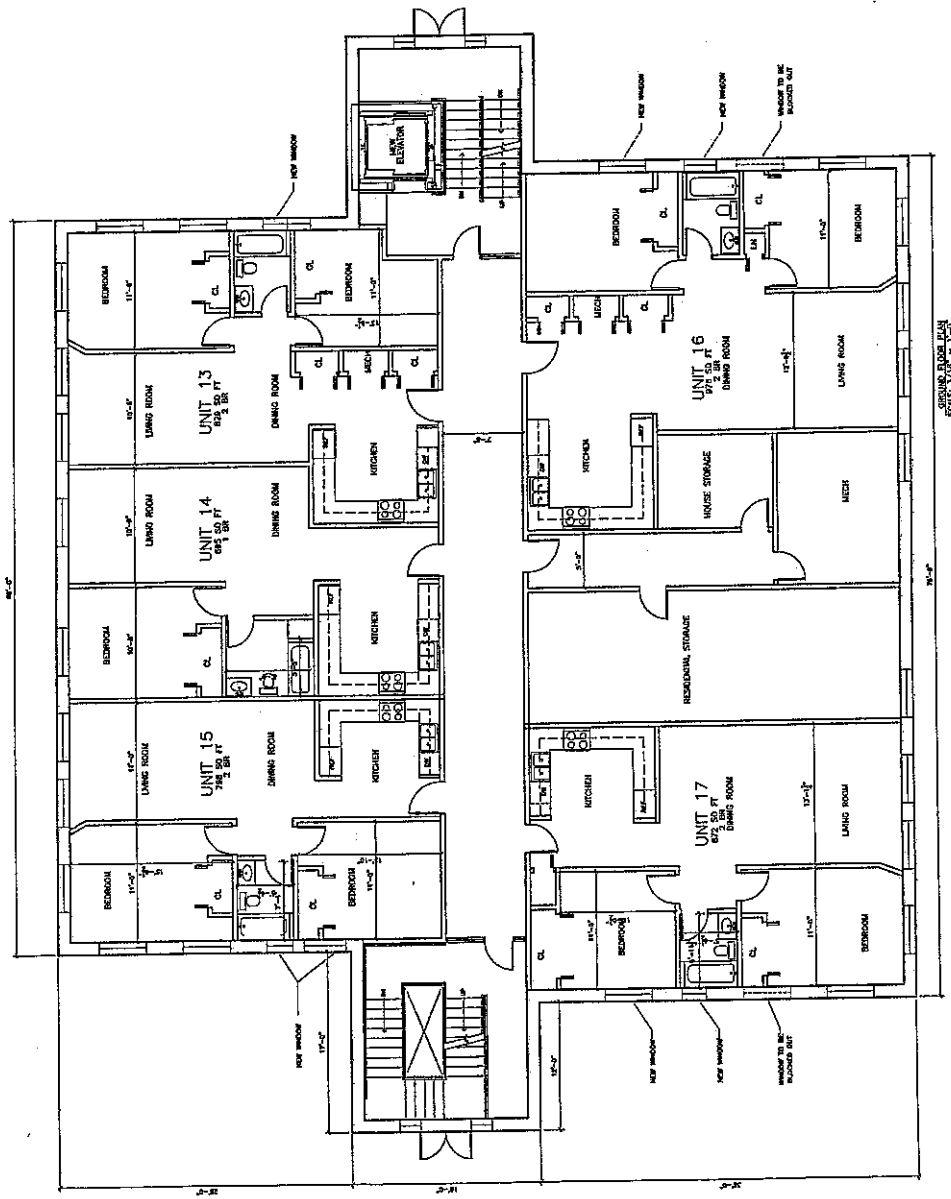
**PROJECT**  
**249 PHILLIPS AVENUE**  
 NEW BEDFORD, MASSACHUSETTS

**OWNER**  
**CRUZ DEVELOPMENT CORPORATION**

CONTRACT NO. 2017-0001  
 SHEET TITLE

**GROUND FLOOR PLAN**

**DRAWING NO.**  
**A-1.0**

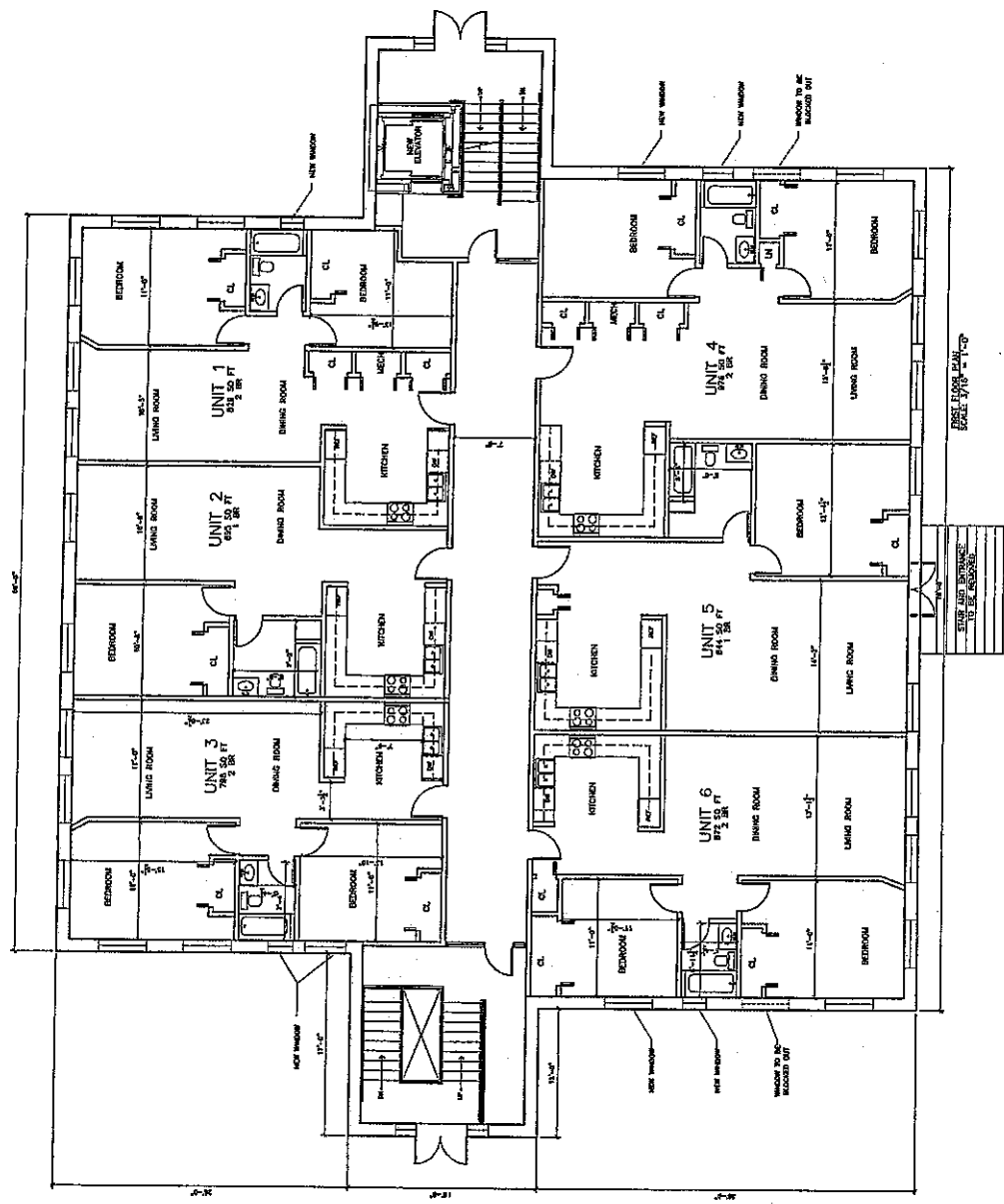


GROUND FLOOR PLAN  
 SCALE: 3/8" = 1'-0"

**Micheal Washington Architects Inc.**  
 1208 VW Parkway, Suite 201  
 West Roxbury, MA 02132  
 Phone 617-390-3515  
 E-mail: m.washington@mwa.com

**249 PHILLIPS AVENUE**  
 NEW BEDFORD, MASSACHUSETTS  
 OWNER: **CRUZ DEVELOPMENT CORPORATION**

PROJECT: **249 PHILLIPS AVENUE**  
 SHEET TITLE: **FIRST FLOOR PLAN**  
 DRAWING NO.: **A-1.1**



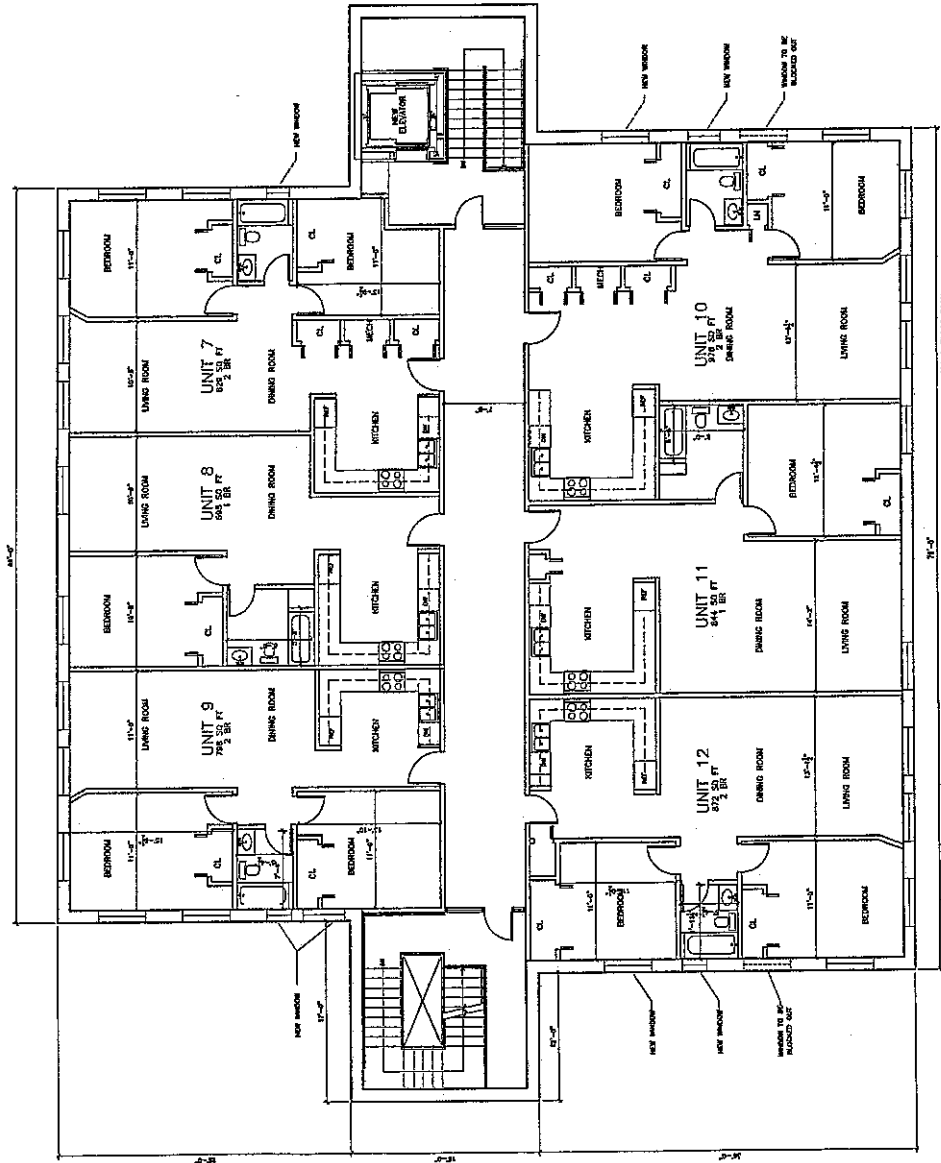
**Micheal  
Washington  
Architects Inc.**  
1208 VFW Parkway, Suite 201  
West Roxbury, MA 02132

Phone: 617-390-5515  
E-Mail: [mwashington@mwaboston.com](mailto:mwashington@mwaboston.com)

**249 PHILLIPS  
AVENUE**  
NEW BEDFORD, MASSACHUSETTS

**OWNER**  
**CRUZ**  
**DEVELOPMENT**  
**CORPORATION**

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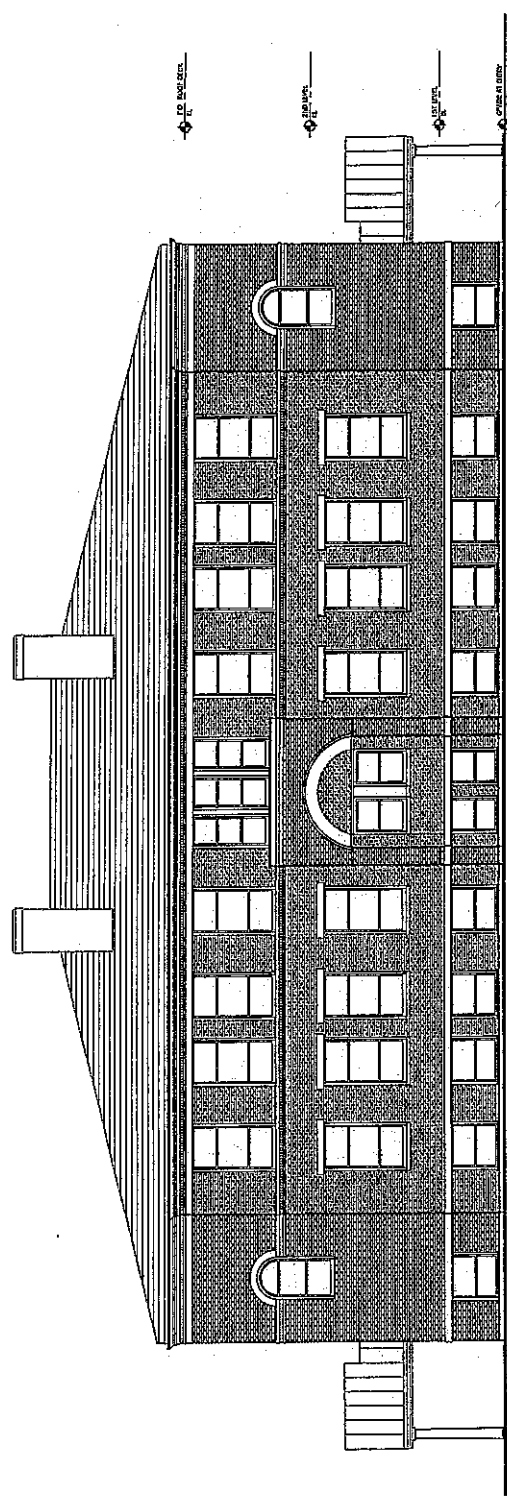
**249 PHILLIPS  
AVENUE**  
NEW BEDFORD, MASSACHUSETTS

**CRUZ  
DEVELOPMENT  
CORPORATION**

CONTRACT NO. 10000000000000000000  
SHEET TITLE

**EXTERIOR ELEVATIONS**

DRAWING NO.  
**A-5.0**



⊕ FRONT ELEVATION

**Micheal  
Washington  
Architects Inc.**  
1208 VFW Parkway, Suite 201  
West Roxbury, MA 02132  
Phone 617-380-3515  
E-Mail: m.washington@meowstation.com

PROJECT

**249 PHILLIPS  
AVENUE**

NEW BEDFORD, MASSACHUSETTS

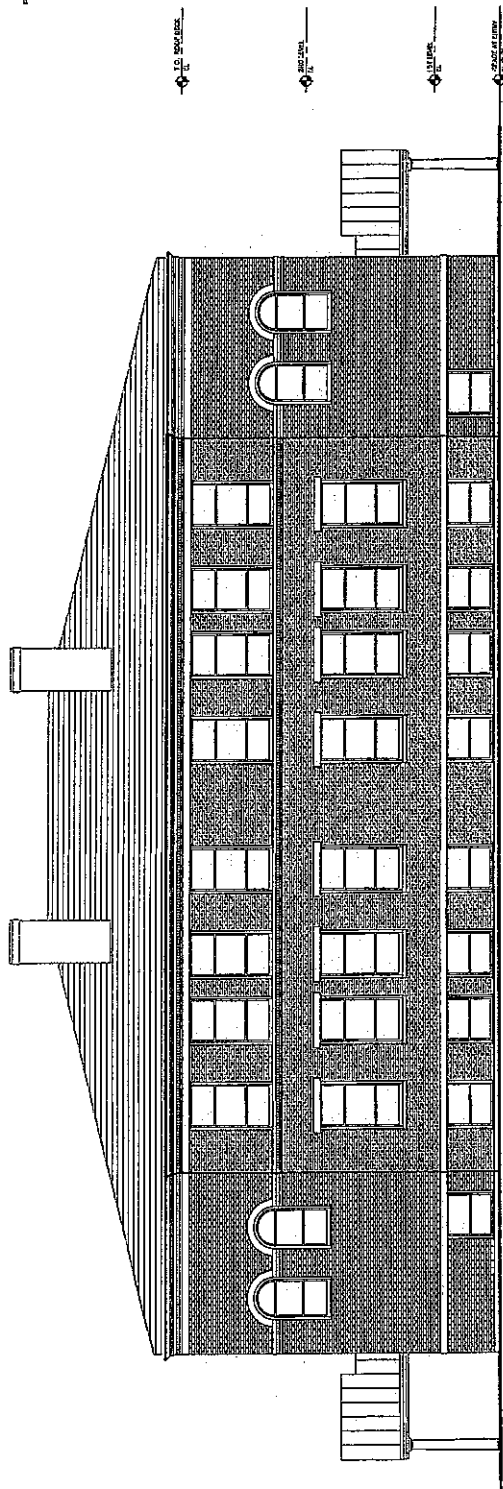
OWNER

**CRUZ  
DEVELOPMENT  
CORPORATION**

CONTRACT NO. 1208 VFW PARKWAY, SUITE 201, WEST ROXBURY, MASSACHUSETTS 02132  
SHEET TITLE

EXTERIOR ELEVATIONS

SCALE: AS SHOWN  
DATE: 12/17/2007  
DRAWN BY: JLM  
CHECKED BY: JLM  
DATE: 12/17/2007  
DRAWING NO.  
**A-5.1**



⊕ REAR ELEVATION

1.0' SCALE  
2.0' SCALE  
3.0' SCALE  
4.0' SCALE  
5.0' SCALE

**Micheal  
Washington  
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Phone 617-380-5515  
E-Mail mwa@architectsinc.com

PROJECT

**249 PHILLIPS  
AVENUE**

NEW BEDFORD, MASSACHUSETTS

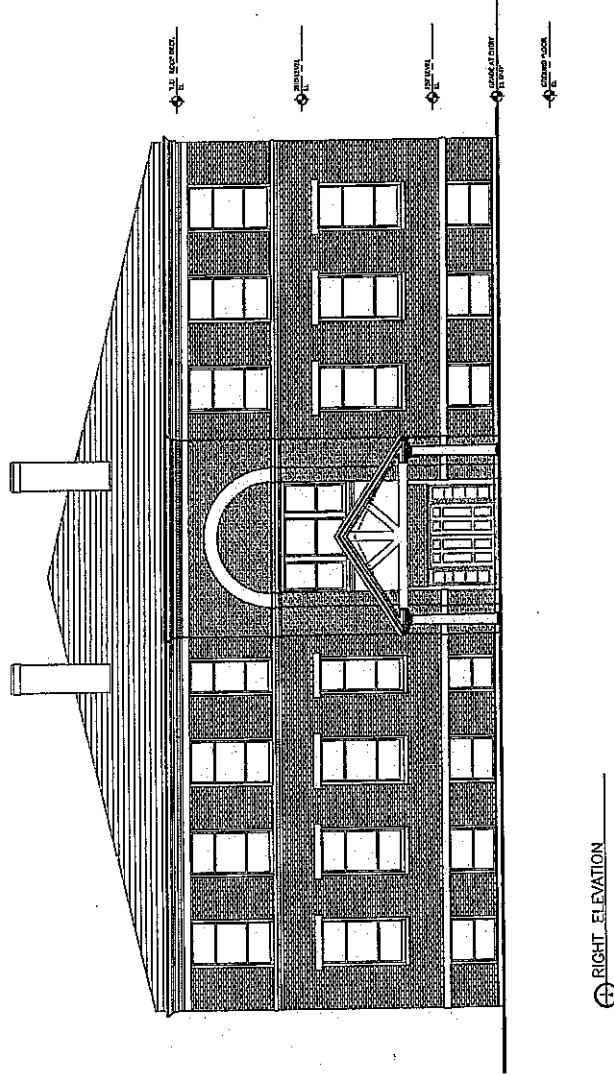
OWNER

**CRUZ  
DEVELOPMENT  
CORPORATION**

CONTINUED WITH MICHAEL WASHINGTON ARCHITECTS INC.  
SHEET TITLE

EXTERIOR ELEVATIONS

DRAWING NO.	
A-5.2	
DATE & REVISION	DATE & REVISION
DATE 11/17/2011	DATE 11/17/2011
DESIGNED BY	DESIGNED BY
DATE 11/17/2011	DATE 11/17/2011



**Micheal  
Washington  
Architects Inc.**  
1209 VFW Parkway, Suite 201  
West Roxbury, MA 02132  
Phone: (781) 395-4515  
E-Mail: m.washington@mwad.com

PROJECT

**249 PHILLIPS  
AVENUE**

NEW BEDFORD, MASSACHUSETTS

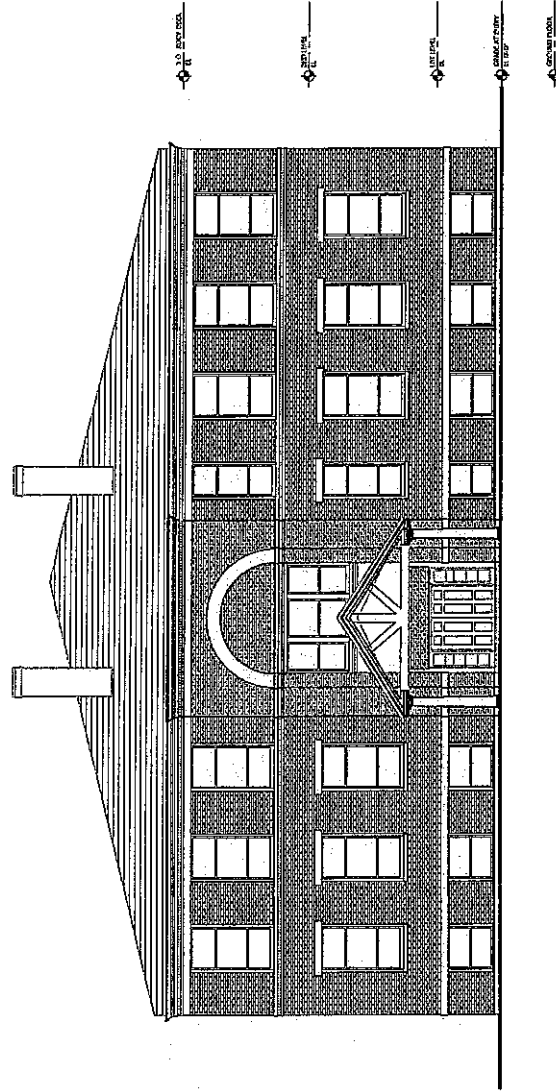
OWNER

**CRUZ  
DEVELOPMENT  
CORPORATION**

OPTIONAL 2012 MODEL INTERNATIONAL ARCHITECTS INC.  
SHEET TITLE

EXTERIOR ELEVATIONS

SCALE: AS SHOWN	DRAWING NO.
DATE: 12/7/2017	A-5.3
DRAWN BY: JH	
CHECKED BY: JH	
DATE	



⊕ LEFT ELEVATION

3. Timeline - The development time line will include up to a 24 month period for CDC to secure the anticipated historic tax credits, low income housing tax credits and "soft debt" from the Massachusetts Department of Housing and Community Development. CDC will apply to the Massachusetts Historical Commission and the National Park Service for historic designation for the school which will give it access to federal and state historic tax credit funds. During this period, CDC will apply for housing tax credits through the state's competitive Low Income Housing Tax Credit application process. We expect to be in a position to start construction of acquisition and execution of the Developer Agreement. During this period, CDC will:

- Receive approval from the City of New Bedford to purchase the property known as the Phillips Avenue School.
- Meet with stakeholders including City and State and local neighborhood groups.
- Execute a Purchase and Sale Agreement with the City of New Bedford.
- Simultaneously, meet with stakeholders and local residents to gain input, feedback on the proposed reuse of the building.
- Simultaneously, finalize potential financing sources
- Due diligence period to include:
  - Environmental testing & review
  - Soils exploration
  - Structural exploration
  - Traffic study
  - Market Study / Demand Study
  - Close on purchase
- Close on acquisition
- Submit public funding applications
- Execute Developer Agreement
- Close on all sources of financing
- Construction – John B. Cruz Construction Company (JBCC)
  - Proposer commits to hire local sub-contractors. JBCC had a 75% local utilization rate and a 75% utilization rate for its Verdean Gardens mod-rehab project in New Bedford.
  - Construction will be overseen by a Clerk of the Works and a JBCC Project Manager.
- Certificates of Occupancy and rent-up
- Management – Cruz Management Company, Inc. (CMCI)

- Proposer will use its local management personnel from Verdean Gardens to perform the property management and maintenance duties.

4. N/A

5. Green building design elements (Architectural & LEED)

- Site building materials to be recycle, storm water management;
- Energy Efficient Systems;
- National Ventilation;
- Relation to bus stops;
- Neighborhood Amenities;
- Building envelope insulation to exceed energy star requirements. Energy star sealant retails;
- Windows with Argon-Filler Glass and Low E coating;
- Water Conservation with Low Flow Fixtures;
- Energy Efficient boiler and efficient controls;
- Energy efficient lighting, appliances; and
- Durable material used for landscape, paving, cabinets, door, hardware and flooring.

6. Transportation Demand - CDC will have a minimum of 17 parking spaces assigned to the tenants plus a minimum of 5 visitor spaces. The property is with two blocks of two bus lines with stops for the NB2 at the corners of Phillips Ave and Acushnet Ave (one block) and the NB4 bus at Ashley Blvd and Deane St. (two blocks). Access to routes 140, 6 and I-195 are a short drive.

7. Management Plan - Please see attached Cruz Management Company, Inc., sample plan. CDC will use its local management personnel from Verdean Gardens to perform the property management and maintenance duties.

**SAMPLE MANAGEMENT PLAN**  
for  
**PHILLIPS AVENUE SCHOOL**

**PROJECT DESCRIPTION:**

The Phillips Avenue housing development includes the acquisition and rehabilitation of building located at 249 Phillips Avenue, New Bedford, MA. The result will be the improvement of property and the creation of 17 new one and two bedroom apartments. A table below identifies the property addresses and the number of units by bedroom size:

PHILLIPS AVENUE						
Property Addresses	No. of Units	Studio	1 BR	2BR	3BR	4BR
249 Phillips Avenue	17		5	12		

**Property Description:** The building is a brick structure that will have seventeen apartments. It sits on mostly level lot. A typical unit consists of sheetrock walls and ceilings, a gas range/oven, refrigerator, disposal, wood cabinets in a galley style kitchen laminate countertop with backsplash, and a stainless steel sink; hardwood floors; VCT, porcelain sink and ceramic tub-surround bathrooms and window shades.

All of the 9 "tax Credit" units will be affordable and available to tenants with incomes under 60% of the area wide median income therefore qualifying under the provisions of the Low Income Housing Tax Credit Program (IRC, Section 42). The "market rate" units will be open to tenants with incomes up to 120% of the area median income. The building is located conveniently to many amenities and transportation.

**Profile of the Property Owner**

The owner of the property, To Be Determined, LLC, ("the Owner") is a Limited Liability Company formed in accordance with the provisions of Massachusetts General Laws Chapter 156C December 2013. To Be Determined, LLC has To Be Determined, Inc., as its managing member. To Be Determined, Inc., will be owned 100% by John B. Cruz III.

The mailing address of the owner will be:

To Be Determined, LLC  
One John Eliot Square  
Roxbury, MA 02119

The Owner may acquire by purchase, exchange, lease or otherwise own, hold, use, develop, operate, sell, assign, lease (as lessor or lessee), transfer, convey, exchange, mortgage, pledge or otherwise dispose of or invest in, improve, manage, deal in and with

real and personal property of every class or description and rights and privileges therein wheresoever situated; to establish and carry on the business of real estate development and to render and furnish general business services including, without limitation, real estate development services, market feasibility studies, construction management, financial planning, financial analysis, operations analysis, implementation of financial plans and operations and business systems, and development and implementation of financial and management control systems; to develop and create techniques, processes, methods, work products and operating knowledge which relate to, are incidental to, or be useful in connection with the aforesaid services; and to carry on and undertake any business, transaction or activity relating to the foregoing.

The key contact person for the owner is John B. Cruz III or, in his absence, Daniel Cruz, Jr., Vice President of Development. Any unusual situation or matter needing attention beyond the authority of the Senior Property Manager will be discussed with them. Mr. Cruz III has all executive decision-making power and authority.

#### **Profile of the Management Agent**

The Agent is presently managing various other affordable housing sites, comprising 1,170 units. The personnel responsible for the property will report directly to the Property Manager. The owner of Cruz Management Company, Inc., Mr. John B. Cruz, III, has an ongoing commitment to improve the lives, properties in the neighborhoods of their residents. With the company motto of CRUZ CARES, Cruz Management Company, Inc. maintains a reputation of professionalism and partnership.

#### **Level of Agent Participation:**

The Property Manager will have full responsibility for day-to-day operational matters, under the normal reporting procedures and direction of the Senior Property Manager. He/she will consult with the Owner only to inform him of any unusual situations and then report on the action taken.

The Property Manager will have complete decision-making responsibility of the property within the scope of the Management Agreement and approved project budget.

It is not the intent of the owner to provide social services; however, the Agent will maintain a list of area social service agencies for the purpose of referring residents in need of such assistance.

The Agent reserves the right to set policy and handle technical details associated with processing documents. The Agent has been contracted to handle day-to-day operations; i.e., execute such policy, collect rents, perform maintenance, and coordinate move-ins and move-outs in accordance with the Affirmative Fair Housing Marketing Plan (AFHMP) approved by the City of New Bedford and the Massachusetts Department of Housing and Community Development.

All expenses related to the Project are to be paid out of the rental account. The fee to the managing agent is stipulated in the Management Agreement, and the only expenses to be paid from this account are those related to the management company operations.



The level of communication between the Owner and the Agent will be on a weekly basis at a minimum.

Performance and daily situation updates as required for property upkeep and performance. All payables are processed back to the owner for approval and countersignatures.

Monthly financial reports are to be compiled and completed for review by the Owner's financial department, as well as at jointly attended, monthly meetings to review occupancy and other criteria.

Both the Owner and Agent's authority is limited by language presented in their respective 'Agreements' and provisions outlined. Furthermore, each party is bound to comply with the applicable Federal, State, and Local laws as outlined and included, and not limited to the following:

Mass State Regulations 760 CMR 27

M.G.L. c. 272 ss 92A, 98, and

98A American with disabilities Act

Section 504 of the Rehabilitation Act of 1973

Title VI of the Civil Rights Act of 1964

HUD Housing Management guide 4350.3

Federal Uniform Relocation  
Regulations 49 CFR 24

Mass General Law Chapter  
79A Relocation Assistance  
Fair Housing Act

M.G.L. c. 151B

M.G.L. c. 111 ss 199A Federal Privacy Act 1974

Limited English Proficiency

Violence against Women Act

The Owner and the Agent will adhere to all relevant procedures, rules, and regulations as they may apply to the daily operations of the property under current and future updated laws.

### **Personnel Policy**

1. All hiring of personnel is in conformance with equal opportunity requirements in compliance with The Agent's Affirmative Action Plan.
2. The Project staff will consist of the following part-time personnel: Property Manager, assistant Property Manager, maintenance and janitorial personnel. Property management staff will be shared with the staff of Verdean Gardens

#### **Duties of the Property Manager**

The Property Manager interviews all prospective residents and qualifies them as to program specific requirements and eligibility for occupancy, following the FHMP. The Property Manager and assistant Property Manager are responsible for the orientation of new residents to their apartments and the community, perform all certifications and re-certifications required for all funding sources, collect rents, initiate legal action when necessary, oversee and assign work to the maintenance and cleaning personnel, and supervise all other office and field activities. In addition, the Property Manager and assistant manager hold resident/management meetings on at least a quarterly basis, issue purchase orders, contact vendors or contractors, obtain bids, submit monthly property reports and building inspections, and make all necessary efforts to maintain maximum occupancy and income.

#### **Fund Program Requirements**

This property has received financing from The Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD"). In performing the services required hereunder, the Agent will comply with all applicable requirements as proscribed by DHCD and the City of New Bedford. The Owner and the Agent each agree to give written notice to DHCD, MassHousing, and the City of New Bedford of the termination or of any material amendment to this Agreement.

#### **Duties of Maintenance Mechanic**

The Maintenance Mechanic is responsible for all maintenance requests called into the office by the residents. He/she arranges for cleaning, painting, etc., of vacant units and performs all preventive maintenance on a regularly scheduled basis in accordance with the attached Preventive Maintenance Procedures. In addition to the duties listed above, the maintenance mechanic oversees rubbish removal by private or city contractors, orders supplies and equipment as needed, after consultation with the Property Manager, and oversees and supervises all work performed by the janitorial staff.

#### **Duties of Janitor**

The janitorial staff is to clean all hallways, entryways, stairs, vacant apartments and public areas. Other responsibilities include the care of the lawn and other outside areas, including removal of snow from the walkways.

#### **Employee Benefits**

Benefits include single and family medical coverage, dental and life insurance, disability

insurance, sick pay and vacation time per the Agent's Employee Manual. In addition, employees are eligible to participate in the company's 401K Plan after one (1) year of employment. There is a 90-day probationary review period for all new staff.

### **Employee Grievance Procedures**

Grievances are handled through confidential and informal personal discussions with the Director of Management. All discussions are documented and employees with grievances receive written documentation outlining the grievance, as well as the resolution, for his/her own record. We expect that all grievances can be amicably settled at the Director of Management level. When deemed necessary, an employment attorney will be consulted and may be present at these discussions.

### **Employee Termination Procedures**

Employment is entered into voluntarily and the employee is free to resign at will, at any time, with or without cause. Similarly, the Agent may terminate the employment relationship at will, at any time, with or without notice or cause, so long as there is no violation of federal or state law.

### **Tenant Eligibility**

The Property Manager has the responsibility for determination of tenant eligibility and certification per the AFHMP, and in accordance with all financing sources for the Project. For tenants occupying units designated as "HOME units", the manager must use HUD's "Technical Guide to Determining Income and Allowances for the HOME Program."

The Area Manager or the Director of Management reviews decisions. A ninety-day advance notice on leases facing expiration is provided to insure that the recertification process is performed on a timely basis.

The Property Manager is also trained to perform his/her duties as to U.S. Housing and Urban Development requirements covering family size and composition as it relates to unit size. This training is the responsibility of the Area Manager and includes continued briefings.

Both the Property Manager (Job Description attached) and Assistant Property Manager, during initial training, are briefed on job responsibilities and are continually provided with any future directives on changes in policies and regulations.

### **Wait List Procedures**

Please refer to Section 6 of the Tenant Selection Plan for the wait list procedures governing this property.

### **Recertification/ Lease Renewal**

#### **A. Process**

1. On or about the last Wednesday of the month, go to the recertification cards and pull cards for those residents who need to be recertified effective 120 days from the first of the coming month (i.e. on August 29, you would pull the cards for those persons needing to be recertified effective December 1).
2. Pull each resident folder and begin a recertification checklist. This list should be stapled to the front of the folder.
3. Send the appropriate recertification letter to the resident (requesting an interview).
4. Place all files in the file drawer labeled "Re-certifications - Interviews To Be Scheduled." Note on your desk calendar the response date noted in the letter so that on that date you can check the resident files and determine whether anybody has failed to schedule an interview.
5. When a resident calls to schedule their interview, make a note on the desk calendar and move the resident file to the file drawer labeled "Re-certifications - Interviews Scheduled."
6. At the time of the resident interview, the resident should complete the appropriate third-party verification forms. Once the interview is over, immediately make a copy of the forms and mail the originals with a self-addressed, stamped envelope. Move the resident file to the file drawer labeled "Re-certifications - Waiting for Return of Information."
7. As each third-party verification form is returned, the original should be filed and the copy discarded.
8. When all third-party verification forms have been returned, complete the following:
  - 50059
  - 50059a, b, or c as appropriate
  - Letter to the resident requesting they call to schedule signing of the new paperwork and scheduling of the annual apartment inspection
  - lease addendums (as applicable)
9. Place the resident file in the file drawer labeled "Re-certifications – Awaiting Signature/Inspection".
10. It is preferable to schedule apartment inspections/recertification signing within a specific time-period each week, such as Thursday from 2:00 to 5:00. Otherwise the inspection process will be likely to interfere with activities throughout the week. Once the resident signs the forms, separate the 50059's, put the original back in the resident's file, provide a copy to the resident with a copy of the unit inspection form and the lease addendum if applicable. A work order should be completed as a result of findings from the unit inspection. The work order number should be written on the bottom left corner

of the unit inspection form.

Each week the process should be monitored and follow-up notices sent as necessary. If a resident fails to respond to initial notices or third-party verification does not get returned, attempt follow-up notices. If a resident does not cooperate as required, follow the HUD Handbook 4350.3 instructions regarding notification to resident and increase to market rent (4350.3 CHG-1).

## **B. Follow-up**

1. Each Monday morning, check the folders to make sure that no one is lagging behind. If it appears that a piece of information is not going to be getting back in on time, you can send it again (as you have a copy) and put a cover letter this time stressing the need for the information.
2. If resident does not respond to the recertification process, follow HUD Handbook (4350.3 CHG-1) instructions.

## **Conflict of Interest Policy**

### *Conflicts Prohibited*

1. The Owner and Cruz Management Company, Inc. as its Agent, agree that no DHCD, AHT or City HOME-assisted unit will be rented to an employee, agent, developer, or sponsor of either the Owner and/or Cruz Management Company, Inc. (when acting as the Agent).

This policy is intended to comply with HOME Rule 24 CFR Part 92.356(f) which states that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME assisted affordable housing unit in a project.

2. No persons described as Persons Covered below who exercises or have exercised any functions or responsibilities with respect to activities assisted with CIPF, AHT and/or City HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CIPF, AHT and/or City HOME funds-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

### *Persons Covered*

The conflict of interest provisions in (b) under *Conflicts Prohibited* above apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction or DHCD.

### **Exceptions**

This policy does not apply to property managers or a member of the maintenance staff who occupies a CIPF assisted unit as a function of their position.

Upon written request, the DHCD may grant exceptions and waive this provision on a case by case basis given the following circumstances:

- the individual is in the low-income category eligible for the CIPF, AHT and/or City HOME funds-assisted program;
- the individual no longer has responsibilities associated with the specific CIPF, AHT and/or City HOME-assisted property;
- the affirmative marketing plan to lease available CIPF, AHT and/or City HOME-assisted units has been enforced.

### **Conflict of Interest Procedure**

Determination regarding eligibility for state HOME and AHT programs and City HOME and NHT Programs and conformance with the Conflict of Interest policies relative to these programs will be made for each individual applying for available units assisted with these funds based upon the information provided in their rental application and interview.

The Agent will develop procedures for addressing potential conflicts of interest in connection with activities assisted with HOME, AHT and NHT funds.

### **Maintenance and Repair Program**

1. A pre-occupancy checklist is used at all sites managed by the Agent. All appliances and fixtures are checked and all units are checked for general cleanliness.
2. Units are repainted as needed on turnover. Units occupied over a lengthy period of time are painted during the fourth year of the lease.
3. Residents dispose of rubbish in the dumpsters provided. The city or a private contractor collects the rubbish.
4. Bids will be solicited for all major repairs per the Management Agreement. Where possible, the original contractor will be used. The contractor will be qualified in his specialty and provide certificates of insurance. Minor maintenance and repairs are handled in-house. All equipment, motors, pumps, etc. are serviced as recommended by the manufacturers.
5. Landscaping services will be provided either by in-house staff or a contracted landscaping company.

- a. Spring: General cleanup after the winter and a complete fertilizing of all grass areas. Flowerbeds are turned over, mulched, limed and planted. Shrubs and bushes are cared for according to need.
  - b. Summer: Lawns and garden areas are cared for continually. Grass is cut weekly, flowerbeds weeded as necessary and both are watered as frequently as needed. During the month of June, a weed and feed program is usually carried out on the lawn.
  - c. Fall: A feeding is done again to the grass areas and a cleanup is carried out as leaves fall.
6. Buildings are cleaned thoroughly on a daily basis, Monday through Friday, per the attached procedures.
  7. Residents are instructed via newsletters, personal contact, as well as resident and management meetings. During move-in orientation, residents are instructed on how and when to report problems. There is a 24-hour telephone answering service to handle emergencies that may arise.

### **Work Orders**

Please refer to Section 4.2 of the Cruz Management Company, Inc. Policies and Procedures Manual for a detailed description of the work order process.

### **Unit Inspection Procedure**

1. The Property Manager will meet with the Maintenance Foreman to plan and schedule annual unit inspections. This process usually coincides with annual recertification.
2. The Property Manager will notify residents of the date of unit inspections two weeks prior to the scheduled date.
3. The resident notice should include a request for permission to enter unit.
4. A copy of the notice is placed in the residents' file.
5. On the date of inspection, the Property Manager and Maintenance staff person perform the inspection.
6. A Unit Inspection Form is completed. Items which require repair are noted with a check mark. Residents' signatures should be obtained if possible.
7. Deficiency items noted on the Unit Inspection Form are transferred to work orders and completed according to Work Order Procedure.

8. The Property Manager oversees completion of all repairs.
9. As is the case with routine work orders, the Property Manager should inspect a random sampling of completed work orders to assure quality workmanship.

#### **Rent Collection Policies**

Rents are collected in accordance with the Agent's Rent Collection Procedures. Rent payments are to be paid by check or money order only. No cash payments are allowed. Payments are to be sent directly to the Agent's main office located at 434 Massachusetts Avenue, Boston, MA 02118.

1. Pre-payments are accepted. Partial payments, while not encouraged, but will be accepted for use and occupancy, and compliance with any legal schedules that may be depending on circumstances.
2. Any resident with a budget problem will be offered the opportunity to obtain assistance if requested. A list of referral source service agencies will be made available to the residents on request.
3. Personal contact is always attempted and efforts to avoid eviction are made, but lacking success, court action is pursued.
4. All accounting is handled at the Agent's main office. Each month the Property Manager receives a variance report showing the actual amounts spent compared to budgeted amounts.

#### **Accounting Records**

1. The Property Manager, with the assistance of the Assistant Manager, Area Manager, Controller and Property Accountant, is responsible for submitting an annual budget for approval to the Senior Property Manager of Management. The Senior Property Manager of Management then meets with the Owner before the budget is officially approved.
2. The Property Accountant, under the direction of the Controller, will establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the Owner.
3. All reporting will be in compliance with the Management Agreement and the Affirmative Fair Housing Marketing Plan.
4. By the sixth day of each month, the Property Accountant will furnish to the Property Manager and Area Manager with a report of all delinquent rents. An additional delinquency report will be provided by the fifteenth of each month in order for the Property Manager to prepare 14-day Notices to Quit.
5. Within ninety (90) days following the end of each fiscal year of the Project, the



Owner will be furnished with a complete annual financial report for the Project based upon an examination of the books and records and containing a detailed, itemized statement of all income and expenditures. This audit report shall be certified by a certified public accountant and in conformity with generally accepted accounting principles applied on a consistent basis.

6. By the fifteenth day of each month, the Agent will provide the Owner with an itemized list of all rental accounts.
7. At the request of the Owner, lenders or compliance agencies, the Agent shall furnish occupancy reports and/or financial reports on an accrual basis, and shall give specific answers to questions relative to the ownership and operation of the Project upon which information is reasonably desired from time to time.
8. Each month, on or about the twentieth day, the Agent's accounting department will furnish the following internal report package to the Management Staff and Owner: Year-to-Date Budget to Actual Cash Flow Statement on an accrual basis; Rent Collection Report for current month; Year-to-Date Vacancy Schedule; Aged Accounts Receivable for residents; Check Register for current month; Aged Accounts Payable Listing; and Year-to-Date Utility Schedules.

#### **Resident/Management Relations**

1. Residents will be encouraged to discuss their grievances with the Property Manager. Residents may make verbal or written requests to the Property Manager who then handles the grievance or refers the resident to someone who can better handle the grievance. If necessary, the Area Manager or Director of Management may be called upon to clarify, arbitrate, or make a policy decision. We do not anticipate any differences of opinion that cannot be satisfactorily settled.
2. The Management and Maintenance staffs meet as needed to keep current with the status of all pending work.
3. Prospective residents are processed in compliance with the approved AFHMP. All rental applications are dated and signed, credit checks are obtained, references and information provided on the application are verified, income is verified per the low-income housing tax credit compliance regulations, home visits are conducted and the lottery system is used for the initial rent-up of the site. If the applicant is accepted, a security deposit of one-month's rent is collected and held in an interest-bearing escrow account; a security deposit receipt issued and a lease is signed for a period of one-year.
4. All applicants have the right to have someone translate for them prior to signing the lease. We employ staff that can translate Spanish, Portuguese, and Haitian Creole. To date, there has been no need to print leases in a language other than English, however, if this becomes necessary, it will be taken under consideration and proper measures will be taken.

#### **Social Services**

1. The Agent has a network of resources to assist residents who require or request referral

to social service agencies in the area. The Property Manager is available for informal discussion but cannot provide counseling services.

2. The Agent will publish a site-specific resident handbook and regular newsletters for the residents. The Resident Handbook will be prepared and presented to the residents at a resident/management meeting. The handbook will cover the following information:
  - a. The Agent's staff, address, emergency and business telephone numbers.
  - b. Emergency after-hours procedures.
  - c. Security advice and information.
  - d. Outlines for care and treatment of apartment appliances, carpeting, garbage disposals, etc.
  - e. Parking registration and decals.
  - f. Hours available and telephone number for Resident Services and assistance
  - g. Pet Policy.
  - h. Energy-saving devices.
  - i. Area Shopping.
  - j. Access to public transportation.
  - k. Cable television information.
  - l. Trash removal and recycling.
3. In addition, the management staff will provide educational and social programs, holiday parties, and resident/ management meetings.

**Limited English Proficiency (LEP).**

Cruz Development Company, Cruz Management Company, Inc., and the Owner support and endorses Title VI and Executive Order 13166 which prohibits against national origin discrimination affecting persons with LEP in ALL phases of operation and business practices. We will adhere to all required procedures to assist applicants for all operations with our companies, including, but not limited to employment, housing, and sub-contracting.

## E: FINANCIAL INFORMATION

## E. Financial Information

1. Cruz Development Corporation (CDC) intends to purchase the property in a single purpose entity controlled by CDC. The ownership will be a Limited Liability Company with a corporate Managing Member controlled by CDC.
2. CDC's Vice President and 2 project managers has over 100 years' of combined experience in successfully financing complex real estate transactions. CDC has utilized historic tax credits, Low Income Housing Tax Credits, "public" soft debt, conventional financing and tax exempt bonds. CDC has adapted to changing financing environments and taken advantage of new financing techniques and products.

CDC will contact previously used financing sources and submit applications to those entities that express an interest in this project. The recently completed Verdean Gardens, in New Bedford, rehabilitation utilized a arrange of funding sources including MassDevelopment, Rockland Trust, RBC Capital Markets, New Bedford HOME funds, and Mass DHCD tax credits and soft debt.

3. Sources and Uses of Funds are presented on the following page.

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# PHILLIPS AVENUE SCHOOL SOURCES & USES

## SOURCES

Sponsor / Developer Cash Equity	\$	1,000
Equity: LIHTC Historic TC		2,994,000
Permanent		230,000
Deferred Fee		66,145
DHCD		675,000
AHTF		1,000,000
New Bedford		125,000
MH WFH		450,000
Total:	\$	<u>5,541,145</u>

## USES

### Acquisition:

Land & Structure	\$	210,000
Total Acquisition	\$	<u>210,000</u>

### Hard Costs:

Construction Costs	\$	3,400,000
Hard Costs	\$	3,400,000
H/C Cont @ 10%		340,000
Total Hard Costs	\$	<u>3,740,000</u>

### Soft Costs:

Architecture and Engineering	\$	175,000
Permits, Survey		45,000
Clerk Of The Works		45,000
Environmental Engineer		25,000
Bond Premium		40,800
Owner Legal Fees		75,000
Title and Recording Fees		12,500
Accounting & Cost Certification		50,000
Marketing and/or Rent-Up Fees		17,000
Real Estate Taxes		31,661
Insurance		35,000
Appraisal		15,000
Construction Loan Interest (L/C Fees)		42,274
Tax Credit Fees		24,862
Inspecting Engineer		17,500
Perm Fin fees		4,500
Construction Loan Fee		21,800
Other Legal		100,000
Syndicator Fees		50,000
Operating Reserve / 6 Mths		63,750
Replacement Res / 6 Mths		2,975
Debt Service Res / 6 Mths		7,523
Developer's Overhead		335,000
Developer's Fee		335,000
Soft Cost Contingency @ 1.03%		19,000
Subtotal Soft Costs:	\$	<u>1,591,145</u>
Total:	\$	<u>5,541,145</u>

#### 4. Bank References

**Banks:**

Christopher Scoville, Senior Vice President  
Eastern Bank  
265 Franklin Street  
Boston, MA 02110

617.265.0624  
[c.scoville@easternbank.com](mailto:c.scoville@easternbank.com)

Peter Hollands, Senior Vice President  
Boston Private Bank and Trust Company  
10 Post Office Square  
Boston, MA

617.912.6701  
[phollands@bostonprivatebank.com](mailto:phollands@bostonprivatebank.com)

**Syndicators:**

Thomas Maxwell, Regional Director  
RBC Capital  
225 Franklin Street  
Boston, MA 02110

339.225.2029  
[thomas.maxwell@rbcc.com](mailto:thomas.maxwell@rbcc.com)

Peter Flynn, Vice President  
Boston Capital  
One Boston Place, 21<sup>st</sup> Floor  
Boston, MA 02108

617.624.8625  
[pflynn@bostoncapital.com](mailto:pflynn@bostoncapital.com)

# ATTACHMENTS

**ATTACHMENT A**  
**PRICE PROPOSAL FORM**

The undersigned hereby submits the attached proposal for the sale of property to the City of New Bedford in response to the Request for Proposals (RFP) for the acquisition of the designated property in the City of New Bedford.

Proposer's Name: CRUZ DEVELOPMENT CORPORATION

Owner's Name (if different from proposer):

Owner Entity and State of Incorporation:

Proposer's Address:

ONE JOHN ELIOT SQUARE, ROXBURY, MA 02119

Proposer's Telephone:

617.445.6901

Proposer's E-Mail:

DCRUZ@CRUZCOMPANIES.COM

Proposer's Fax Number:

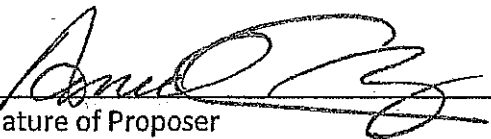
617.442.2496

Parcel Location: Street Address or Location of Property:

249 PHILLIPS AVE., NEW BEDFORD, MA

Proposed Purchase Price:

\$210,000.00 USD

  
Signature of Proposer

12-4-17  
Date

Name (Print): DANIEL CRUZ, JR.



**ATTACHMENT B**  
**COMMONWEALTH OF MASSACHUSETTS**  
**INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE**

N/A

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, \_\_\_\_\_, certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligation or unpaid debt to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

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

\_\_\_\_\_  
Social Security Number Typed or Printed Name

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which consisted of \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NAME:

Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT C**  
**COMMONWEALTH OF MASSACHUSETTS**  
**CORPORATE CERTIFICATE OF TAX COMPLIANCE**

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, Daniel Cruz, Jr., as the \_\_\_\_\_ of John B. Cruz Construction Company Inc. whose principal place of business is located at One John F. Kennedy Square, Roxbury, MA do hereby certify that the above named firm has complied with all laws of the Commonwealth of Massachusetts relating to taxes and has no outstanding obligation to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

11-2001 7908

Federal Identification Number Name of Corporation/

Unincorporated Association

Date Signature of President

Date Signature of Treasurer

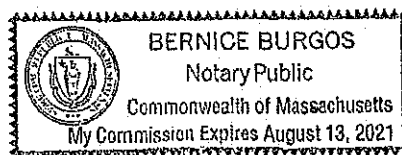
**COMMONWEALTH OF MASSACHUSETTS**

On this 4th day of December 2017, 2015, before me, the undersigned notary public, personally appeared Daniel Cruz, Jr., proved to me through satisfactory evidence of identification, which consisted of 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 as Ass't Clerk for John B. Cruz Construction Co., Inc., a corporation, voluntarily for its stated purpose.

Bernice Burgos  
NAME: Bernice Burgos

Notary Public My commission expires: 8/13/21





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



123124764

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

JOHN B CRUZ CONSTR CO INC  
Attn: Virginia B. Biggs  
One John Eliot Square  
Roxbury, MA 02119

EAN: 09187060  
November 14, 2017

Certificate Id:14444

The Department of Unemployment Assistance certifies that as of 11/14/2017 ,JOHN B CRUZ CONSTR CO INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

**ATTACHMENT D**  
**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL**  
**ESTATE PROPERTY TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: CITY OF NEW BEDFORD, MA  
(Name of jurisdiction)
2. Complete legal description of the property:  
249 PHILLIPS AVENUE, NEW BEDFORD, MA
3. Type of transaction: ☒ Sale ☐ Lease or rental for \_\_\_\_\_ (term):
4. Seller (s) or Lessor (s): CITY OF NEW BEDFORD, MA
- Purchaser(s) or Lessee(s): CEVZ DEVELOPMENT CORPORATION or NOMINEE

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name

Address

JOHN B. CEVZ, III

ONE JOHN ELIOT SQUARE, ROXBURY, MA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
<u>N/A</u>	<u></u>
<u></u>	<u></u>

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management within 30 days following the change or addition.

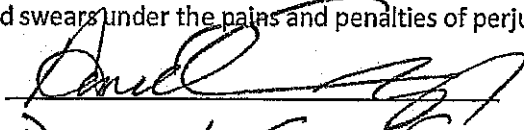
The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

Printed Name:

Title:

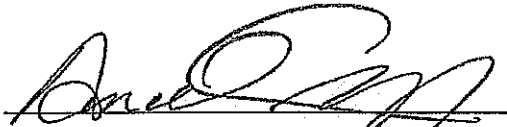
Date:

  
Daniel Cruz, Jr  
Vice President  
12-4-17

ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION

City of New Bedford  
133 William Street  
New Bedford, MA 02740

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

  
Signature of individual submitting bid

CEVZ DEVELOPMENT CORPORATION  
Name of business/organization

## EXHIBIT F

### Massachusetts General Law

#### Chapter 44: Section 63A. Sales of public land; payment of taxes

Section 63A. Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefore in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

