

**PORTLAND FISH PIER AUTHORITY  
BOARD OF DIRECTORS  
June 11, 2026, 3:30 PM**

PFPA Board Members

**Class A Directors: Groundfish Harvester or Representative**

Mary Hudson, MCFA  
Tracy Pearce, Vice President

**Class B Directors: Groundfish Buyers**

Mike Alfiero, Harbor Fish  
Vacant

**Class C Directors: Representing the seafood industry of the State of Maine**

Rob Odlin, Representing the Lobster Industry, President  
Matthew Moretti, Representing the Aquaculture Industry

**Class D Director: Representing the Public at Large**

John Arnold, Secretary

**Class E Director: Representing the City Council**

Wesley Pelletier, District 2

**Ex-Officio Members of the Board of Directors:**

Representing the Commissioner of the Maine DOT

Chris Mayo

Representing the Commissioner of Maine DMR

Meredith Mendelson

Representing the Portland City Manager

Brendan O'Connell, Finance Director, Treasurer

\*\*\*\*\*Meeting Link\*\*\*\*\*

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/83955063943?pwd=i8aPYwW6eFpoNItdFU9OOrIAAEbtYH.1>

Panelists will receive their own unique link via email on the day of the meeting.

To submit written public comment on an agenda item, email [edd@portlandmaine.gov](mailto:edd@portlandmaine.gov). Submissions must be received by 12:00 pm the day before the Portland Fish Pier Authority meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

1. **Discuss and vote to approve funding to obtain a second opinion on the structural integrity of Service Pier 1.**
  - a. See attached proposal from SGH for a second opinion on Service Pier 1
2. **Adjournment**

29 May 2026

Mr. Phil DiPierro  
Project Manager  
City of Portland  
Public Buildings & Waterfront Administrative Office  
212 Canco Road  
Portland, ME 04103

Re: Evaluation of Service Piers 1 and 3, Portland Fish Pier, Portland, ME

Dear Mr. DiPierro:

Simpson Gumpertz & Heger Inc. (SGH) shall be pleased to evaluate the existing piers at the Portland Fish Pier and to write a report on our findings. This proposal provides a summary of our understanding of the project, proposed scope of services, budget, and schedule.

### **Project Understanding**

The City of Portland operates three Service Piers at the Portland Fish Pier. The piers were inspected by TEC Associates (TEC) of South Portland, Maine, in February 2026. Following the inspection, TEC Associates provided restrictions on vertical and lateral loading on Service Piers 1 and 3 due to their deteriorated condition. The limitations recommended by TEC impact the operations of the pier users. The City has asked SGH to review TEC's inspection and findings and provide a second opinion on the recommended restrictions.

### **Scope of Work**

SGH recommends the following initial scope of services. It is expected that additional scope items will be identified after the initial scope is complete.

1. Low-Tide Site Visit:
  - Complete a low-tide site walk to observe and document general conditions.
  - Observe the pier topside conditions on foot from the pier deck.
  - Observe the pier substructure and under-deck conditions from a boat provided by the City.
  - Document observations in photos and notes.

2. Existing Document Review:
  - Review existing plans and inspection reports provided by the City.
3. Summary Report and Recommendations:
  - Prepare a letter report to document findings and observations from prior tasks and recommended next steps. The letter report will include:
    - Summary of observations from site visit.
    - Summary of document review.
    - Evaluation and conclusions.
    - Recommendations, which may include further detailed inspection, material sampling and testing, analysis, and/or options for short-term repairs to support continued use.
4. Meeting:
  - Meet with City staff to present our findings. This meeting can either be scheduled virtually or in-person, at the City's preference.

### **Budget**

We recommend that you establish a budget of \$8,000 for our fees for the services described above on this project. This is not an upset limit, but we will notify you before exceeding the budgeted amount. Our fees are computed on an hourly basis as shown on the attached Fee Schedule and Payment Terms. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to, subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment and specialized computer software.

### **Schedule**

We can schedule the Low Tide site visit immediately upon authorization to proceed. Based on upcoming tides, mornings the week of 1 – 5 June will work well.

We anticipate completing the remaining tasks within two weeks of the site walk, pending receipt of existing documents from the City.

### **Closing**

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter. Alternatively, your request or notice to proceed and SGH's

performance shall constitute acceptance of the terms of this proposal and the enclosed Contract Provisions, Fee Schedule, and Payment Terms. Please understand that if the enclosed Contract Provisions are not acceptable, and we are unable to agree on mutually acceptable terms, SGH reserves the right to rescind our proposal.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



Paul M. Schuman, P.E.  
Principal  
ME License No. PE19844



Daniel J. Bannon, P.E., CFM, BC.PE  
Project Director  
ME License No. PE13033

Accepted: CITY OF PORTLAND

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

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

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

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

PMS/kri (BO26-0002076-PMS)  
0101D26 030526-CP-2  
Encls.

**SIMPSON GUMPERTZ & HEGER INC. (SGH)  
FEE SCHEDULE AND PAYMENT TERMS**

<b><u>Personnel Category</u></b>	<b><u>Hourly Billing Rate</u></b>
Senior Principal	\$385
Principal	\$370
Associate Principal	\$340 – \$350
Project/Technical Director	\$295 – \$315
Senior Technical Manager	\$280 – \$290
Senior Project Manager	\$280 – \$300
Senior Project Supervisor	\$265 – \$300
Senior Consulting Architect/Engineer/Geologist	\$235 – \$265
Consulting Architect/Engineer/Geologist	\$210 – \$230
Senior Project Consultant	\$250
Project Consultant II	\$220
Project Consultant	\$185 – \$200
Associate Project Consultant	\$170
Technical Aide	\$115
Laboratory Technician	\$160 – \$205
Graphics Specialist	\$140 – \$245
BIM Technician	\$140 – \$215
Non-Technical	\$135 – \$155

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

## CONTRACT PROVISIONS

1. **ENTIRE AGREEMENT** – These Contract Provisions together with the accompanying Proposal and Fee Schedule, and any executed riders, amendments, or modifications executed in accordance with this section constitute the entire and integrated agreement between SGH and the Client (the "Agreement"). SGH shall mean and refer to the SGH entity(ies) identified in the Proposal. This Agreement supersedes all prior written or oral proposals, negotiations, agreements, understandings, and/or representations with respect to the subject matter of this Agreement (the "Project"). Specific provisions in the accompanying Proposal and Fee Schedule shall take precedence over any inconsistent or contradictory provisions contained in these Contract Provisions. This Agreement may be modified only by written instrument signed by both SGH and the Client.
2. **RIGHT OF ENTRY** – The Client shall provide for SGH's, and SGH's subconsultants' or subcontractors', legal right to enter the property owned by the Client and/or others for SGH to fulfill the scope of services.
3. **DOCUMENTS** – SGH shall be deemed the author and owner of all documents and work product prepared by SGH pursuant to this Agreement, including those in electronic form (the "Instruments of Service"), and shall retain all common law, statutory, and other reserved rights, including copyright. The Client agrees to use the Instruments of Service solely for the Project and shall not use the Instruments of Service for marketing purposes or for other projects without SGH's prior written permission. Any unauthorized use, reuse, or modification of the Instruments of Service without SGH's prior written permission or SGH's project-specific adaptation shall be at the Client's sole risk and without liability to SGH. Accordingly, to the fullest extent permitted by law, the Client shall indemnify, defend, and hold SGH harmless from all claims, damages, costs, and expenses, including attorney's fees, arising out of such unauthorized use, reuse, or modification. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.
4. **DISPOSAL OF SAMPLES** – SGH, at its discretion, may discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – SGH's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event SGH or any other person or entity involved in the Project encounters any hazardous or toxic materials, or should SGH become aware that such materials may be present on or about the jobsite or any adjacent areas that may affect SGH's performance of its services, SGH may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Further, the Client acknowledges that SGH is performing professional services for the Client and SGH is not and shall not be required to become an "arranger," "operator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
6. **CONSTRUCTION SERVICES** – SGH shall not supervise, direct, or have control over the contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs in connection with the Project. These rights and responsibilities are solely those of the contractor. Further, SGH shall not be responsible for any acts or omissions of the contractor, any subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. SGH does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the applicable contract documents or any applicable laws, codes, rules, or regulations. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by SGH as additional services in accordance with the terms of this Agreement.
7. **STANDARD OF CARE** – SGH and its affiliates, subsidiaries, independent consultants, subconsultants, and subcontractors shall perform their services consistent with the professional skill and care ordinarily practiced by professionals practicing in the same or similar locality under the same or similar circumstances, and as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Client agrees that SGH's services will be rendered without any warranty, express or implied. SGH shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that SGH has been engaged solely to provide technical professional services and that SGH does not owe a fiduciary responsibility to the Client.
8. **OPINION OF PROBABLE COSTS** – If applicable to SGH's scope of services, in providing estimates of probable construction cost, the Client understands that SGH has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or the contractor's method of pricing, and that SGH's estimates of probable construction costs are made on the basis of SGH's professional judgment and experience. SGH makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from SGH's estimate of probable construction cost.
9. **TERMINATION/SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for and shall promptly pay SGH for all services rendered to the date of suspension of services, including but not limited to the cost of assembling documents, personnel, and equipment, rescheduling or reassignment, and commitments made to others on the Client's behalf. If SGH's services are suspended for more than ninety (90) days, consecutive or in the aggregate, SGH may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, SGH may suspend performance of services upon five (5) calendar days' notice to the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or any resumption of suspended services, SGH shall be entitled to an equitable adjustment to the remaining project schedule and fees as a result of any such suspension. The Client agrees to release, indemnify, and hold SGH harmless from any claim or liability resulting from such suspension. This Agreement may be terminated by either party at any time, with or without cause, with written notice submitted ten (10) business days prior to the termination date. In the event of termination, Client will pay SGH for all services rendered and reimbursable expenses incurred up to the termination date.
10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to SGH are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, SGH may call for renegotiation of appropriate portions of this Agreement. SGH shall notify the Client of the changed conditions necessitating renegotiation, and SGH and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed upon, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Section 9 herein. The Client agrees that SGH is not responsible for damages arising directly or indirectly from any delays caused by factors beyond SGH's control. In addition, if the delays resulting from any such causes increase the cost or time required by SGH to perform its services in an orderly and efficient manner, SGH shall be entitled to a reasonable adjustment in schedule and compensation.
11. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its scope of services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, other natural catastrophes, pandemics, epidemics, war, failure of any government agency or authority having jurisdiction to act in a timely manner, the Client's or the Client's contractors or consultants failure of performance; or discovery of any hazardous substances or differing site conditions, national emergency, or any other cause beyond the reasonable control or contemplation of either party.
12. **INSURANCE** – Upon request, SGH will furnish appropriate insurance certificates for General Liability with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate, Auto Liability with limits of \$1,000,000 per accident, Workers' Compensation with statutory limits, including Employer's Liability with limits of \$1,000,000 per accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease and Professional Liability with limits of \$1,000,000 per claim and aggregate upon request. Unless otherwise specified in the attached Insurance Rider, Client shall be an additional insured as respects General Liability and Auto Liability, on a primary and non-contributory basis. General Liability, Auto Liability, and Employer's Liability shall include a waiver of subrogation in favor of the Client where allowable by law.
13. **LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the Project to both the Client and to SGH, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SGH to the Client for any and all injuries, claims, losses, costs, damages of any nature whatsoever, including but not

limited to negligence and indemnity, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SGH to the Client shall not exceed \$50,000 or the fees paid to SGH pursuant to this Agreement, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, consequential, special, delay, penalties, or liquidated damages whatsoever (including but not limited to lost profits or interruption of business) (collectively "Special Damages") arising out of or related to the scope of services provided under this Agreement. This waiver is applicable, without limitation, to all Special Damages due to either party's termination in accordance with the termination provision herein.

14. **CONFLICTS OF INTEREST** – Except with the Client's prior written consent, SGH agrees not to engage in any activity or accept any employment, interest, or contribution that, in SGH's sole discretion, would compromise SGH's ethical obligations and/or professional judgment with respect to the Project. SGH will report to the Client any instances involving actual or apparent conflicts of interest between SGH's interests and those of the Client, provided the Client will continually provide updated information regarding the pertinent parties in connection with the Project.
15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any third-party loss or damage to the extent caused by SGH's professional negligence in performance of the scope of services under this Agreement. SGH's obligation to indemnify the Client does not include a duty to defend. A claim for indemnification may not be asserted unless written notice of such claim is provided to SGH prior to the expiration of the applicable statute of limitations or statute of repose for such claim.
16. **MISCELLANEOUS**

(A) **Governing Law:** This Agreement shall be governed by and interpreted in its entirety, in accordance with the laws in which the Project is located, without regard to any choice of laws or conflicts of laws and principles.

(B) **Invalid Terms:** If any portion of this Agreement shall be finally determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

(C) **SGH Reliance:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data surveys and instructions required by this Agreement. The Consultant may use same in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Client agrees, to the fullest extent permitted by law, to indemnify and hold SGH and its subconsultants or subcontractors harmless from any loss or damage arising or allegedly arising from errors, omissions, inaccuracies, or infringement in documents or other information provided to SGH.

(D) **Certifications:** SGH shall not be required to sign any documents, no matter who requests them, that would require SGH to certify, guarantee, or warrant the existence of conditions that SGH cannot ascertain, or, in the sole judgment of SGH, increase SGH's risk or the availability or cost of its professional or general liability insurance.

(E) **Payment:** Invoices will be submitted periodically and are due forty-five (45) days from the date of receipt. Unpaid balances shall be subject to an additional 1.5% per month charge. The Client shall reimburse SGH for all attorneys' fees and costs incurred in collecting overdue payments.

(F) **Litigation:** All costs and labor associated with compliance with any subpoena or other official request for documents or testimony (other than in connection with expert witness services), or for any other purpose relating to SGH's services hereunder shall be paid by the Client as a direct expense (actual cost plus 10%).

(G) **Taxes:** Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state, or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.

(H) **Confidentiality:** The parties hereto agree to keep confidential and not to disclose to any person or entity, other than its employees, subconsultants, and the general contractor and subcontractors, who have a need to know, any data or information not previously known to the receiving party or furnished to the receiving party and marked CONFIDENTIAL by the disclosing party. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the receiving party from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for the receiving party to defend itself from any legal action or claim. This provision shall not limit the Client's ability to provide credit to SGH in the Client's project promotional materials and/or media.

(I) **Sole Corporate Remedy:** It is intended by the parties that the Client's obligations and SGH's services in connection with the Project shall not subject the Client's or SGH's shareholders, owners, employees, officers, managers, or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, except in the event of fraud, the Client and SGH agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the parties to the Agreement and not against any of the Client's or SGH's individual shareholders, owners, employees, officers, managers, or directors, or their heirs and assigns.

(J) **Survival:** The parties' representations, waivers, disclaimers, limitations, and indemnifications made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the services, and the termination or completion of this Agreement.

(K) **No Waiver:** The failure of a party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respects further performance.

(L) **Assignment:** Neither party shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting or subconsultants, normally contemplated by SGH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

(M) **No Third-Party Beneficiaries:** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either SGH or the Client.

(N) **Authorized Signatories & Counterparts:** The signatories represent they are duly authorized and have full authority to execute this Agreement on behalf of the person or entity for which they are signing this Agreement and fully bind the party to the terms and obligations herein. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission and the Client and SGH may rely on such electronic signature as though such were an original.

**INSURANCE RIDER**

If initialed below, this Insurance Rider between the Client and SGH, by the parties hereto, shall modify Section 12 of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

Additional Insureds Required to be Included on the Certificate of Insurance:

Entity Name

Relationship to the Client

Please initial in the space provided below, indicating your acceptance of this Insurance Rider. By initialing below, the Client acknowledges and agrees that all requirements of SGH's Certificate of Insurance are set forth herein and understands that SGH cannot provide a Certificate of Insurance that is not aligned with the Agreement and this Insurance Rider.

SGH\_\_\_\_\_

Client\_\_\_\_\_